

**Request for Proposals for New Voting System  
County of Dakota et al.**

**I. Project Description**

Dakota County is seeking proposals from qualified vendors (“Proposer”) for a comprehensive solution (“System”) on behalf of itself and the counties of Scott, Ramsey, Carver and Olmsted for management of the administrative process for casting, counting, compiling and reporting votes in all state, federal and local elections in the County. The purpose of this request for proposals (“RFP”) is to select a System to replace the County’s current voting system.

**A. Scope of Project**

1. The County seeks Proposals that address the requirements outlined in this RFP. Proposers shall submit proposals for a comprehensive, countywide solution to meet the needs of the County election management project. Minimum requirements for all proposals include a fully integrated System that consists of: 1) precinct ballot counters, 2) central ballot counters, 3) ballot marking devices, 4) administrative ballot printers, 5) System administrative components, 5) implementation services, 6) post-implementation technical support and maintenance 7) staff training and 8) documentation.
2. The System solicited by this RFP will be used in up to 140 precincts and 12 absentee ballot boards in Dakota County in an election cycle.
3. Dakota County reserves the right to reject all proposals offered in response to this RFP
4. The System solicited by this RFP will be used at the city and school district general election to be conducted on November 3, 2015. The initial implementation of the System in 2015 will consist of up to 60 precinct locations and 5 absentee ballot board locations in Dakota County.
5. Full implementation of the System shall take place in time for the County to begin preparations for the candidate filing period of the 2016 state primary. For purposes of this RFP, the date of the state primary is assumed to be June 21, 2016.
6. The successful Proposer shall offer the same terms and conditions, including pricing and payment terms in the contract to the Minnesota

counties of Scott, Ramsey, Carver and Olmsted Counties. Any resulting agreements will be between one or more of these counties and the Proposer.

7. All proposals must be based on an anticipated period of use of the System by the County for 14 years after initial implementation of the System.
8. Information regarding the number of precincts and absentee ballot boards in Scott, Ramsey, Carver, and Olmsted will be issued in the form of a written addendum in accordance with paragraph II (F).

**B. State and Federal Certification**

A Proposer's System must be certified to the Minnesota secretary of state by an independent testing authority as compliant with the federal Voluntary Voting System Guidelines ("VVSG") established by the U.S. Election Assistance Commission. Prior to contract execution, the successful Proposer's voting system must be certified for use in this state by the Minnesota Secretary of State.

We will consider systems certified before April 1, 2015. If your system is not currently certified, please provide a copy of your submitted application, a brief report of your progress to-date and an expected completion date for certification at the state.

**C. Content of Proposals**

1. Each Proposer shall detail exactly the components and services included and itemized pricing in the proposal on the price sheets contained in Attachment 2 to this RFP. The Proposer shall provide a list of all components needed to operate the System at precinct, absentee ballot board and administrative office locations.
2. System components – precinct locations (including but not limited to the following)
  - a. Precinct ballot counter
    - i. Ballot counter, including all keys, batteries and power cords
    - ii. Carrying case
    - iii. Original and duplicate memory media
    - iv. Ballot box for use with the precinct ballot counter, including keys

- v. Initial set of consumable supplies
    - vi. All other materials required to operate the ballot counter
  - b. Accessible ballot marking device for use by disabled voters
    - i. Ballot marking device
    - ii. Carrying case
    - iii. Original and duplicate memory media
    - iv. Printer for ballot marking device, including all power cords and cables
    - v. Initial set of consumable materials
    - vi. All other materials required to operate the ballot marking device
  - c. Detailed graphic instructions suitable for use by precinct election judges to open, operate and close the precinct ballot counter and ballot marking device
- 3. System components – central locations for absentee ballot boards (including but limited to the following)
  - a. Central count ballot counter
    - i. Ballot counter, including all power cords and cables
    - ii. Original and duplicate memory media
    - iii. Initial set of consumable supplies
    - iv. All other materials required to operate the central count ballot counter
  - b. Components for operation of central count ballot counter
    - i. Components necessary to count, accumulate, store and report the votes marked on ballots, including all power cords and cables
    - ii. Initial set of consumable supplies
    - iii. All other materials required to operate the central count ballot counter
  - c. Detailed user instructions suitable for use by County elections staff to open, operate and close the central count ballot counter
- 4. Administrative components – County elections office (including but not limited to the following)

- a. Ballot layout and memory media preparation
  - i. Layout and preparation of ballots
  - ii. Preparation of memory media
  - iii. Uploading vote totals and related data from memory media
  - iv. Receiving electronic transmission of vote totals and related data from all precincts, including remote and absentee ballot board locations
  - v. Compilation, reporting and website posting of election results
  - vi. Administrative database of election districts and associated precincts
  - vii. Detailed user instructions suitable for use by County elections staff to administer the System
  
- b. Administrative ballot printers
  - i. Ballot printer, including all power cords and cables
  - ii. Paper trays for various paper sizes, including 8.5 x 14 and 8.5 x 17 inches
  - iii. Detailed user instructions suitable for use by County elections staff for printing of ballots

5. Implementation services

- a. County elections staff training and documentation for operation of the ballot counters and related components
- b. County elections staff training and documentation for administration of System operations
- c. Technical support for County elections staff
- d. Election Day support for County elections staff
- e. Warranty on System components
- f. Trade in schedule
  - i. Accuvote or M100 precinct ballot counters
  - ii. Accuvote or M100 ballot boxes
  - iii. Automark ballot marking devices

- iv. Memory cards for Accuvote, M100 and Automark
- v. Carrying cases for the ballot counters and Automark

6. Post-implementation services

- a. Extended warranty for maintenance and repair of System components
  - i. After the initial warranty period has expired, a warranty option providing for at least five years of coverage
  - ii. Annual schedule
  - iii. Even-year only schedule
- b. Depot repair schedule for System components
- c. Spare parts and consumables schedule for System components
- d. Training and certification (if required) for County elections staff in maintenance and repairs to System components
- e. Annual licenses or other County payments required to operate and administer the System
- f. Timely delivery of all additional functionality required, due changes in the Minnesota State or Federal election laws or Rules, in order to meet mandates.

7. Third Party Ballot Printing

- a. Proposers must base proposals on the assumption that the County or a third-party vendor selected by and operating at the sole direction of the County will print all ballots to be used by the System.
- b. Proposers must provide paper specifications to the County for ballot printing.
  - i. Minimum and maximum dimensions of ballot sizes
  - i. Type and composition of paper required
  - iii. Paper weight recommended for use with System
  - iv. Paper trimming and ballot registration requirements
  - v. Ink type and color specifications

- c. Training and certification, if required, for County or third-party printers
- 8. Proposer shall provide full support in the form of all required updates and enhancements to System components.
  - a. Full compliance with the requirements of the Minnesota Election Law for 14 years initial System implementation.
  - b. Updates required to keep System components current with County data processing standards, to the extent permitted by the Minnesota Election Law.

**D. Delivery and Acceptance**

- 1. Proposer shall provide the following minimum delivery terms for the System.
  - a. Inside delivery by prior appointment to the locations specified by the County.
  - b. Proposer shall prepare and deliver a documented procedure that will be used by County elections staff to make preparations for initial System acceptance testing.
  - c. Prior to acceptance testing, all equipment must be fully assembled and all System components must be made available to County elections staff for testing. Proposer will assist the County, as needed, to perform this activity.
  - d. System components identified by County staff that are malfunctioning and that cannot be easily repaired on site will not be accepted.
- 2. The County will conduct testing similar to the preliminary tests required by the Minnesota Election Law prior to each election to determine whether the System components are acceptable.
- 3. The number of accepted units shall be the number of fully functioning and fully assembled units delivered to and approved by the County.
- 4. All System components shall be all new products meeting or exceeding the specific proposal requirements provided in this RFP.

**E. Simulated Election Required**

Prior to final acceptance of the System, the County will conduct a simulated election using the full System components provided by the Proposer whose proposal is submitted for approval by the County Board. The Proposer will provide training to County staff sufficient to administer and operate all System components and to prepare test ballots for printing. The contract between the County and the Proposer shall not become effective until the successful completion of the simulated election. The simulated election will test all precincts, all administrative functions and both precinct and central counting. A test sample of approximately 20,000 ballots will be required for the simulated election.

**II. General Information and Submittal Requirements**

**A. General Information**

1. Proposals may be submitted for all or only a part of the items provided in section I(C) of this RFP. Proposers should submit a proposal that responds specifically to the criteria listed in Attachment 1 of this RFP.
2. Pricing in the proposal must remain valid for at least one year from the close of the Request for Proposals in order for the counties of Scott, Ramsey, Carver and Olmsted to participate in this procurement.
3. The county may ask for additional information, as deemed necessary, that includes, but is not limited to the proposers:
  - a) Standard Project Management Plan; b) Standard Statement of Work;
  - c) Standard Training Plan; d) Standard User Documentation; e) Standard Maintenance and Support Plan; f) Standard Contract

**B. Proposal Due Date**

1. Sealed Proposals will be received at:

County of Dakota  
Dakota County Administration Center  
2nd Floor, Room 2300  
Attention: Andy Lokken,  
Manager 1590 Highway 55

Hastings, MN 55033

2. Proposals will be received until 2:00 P.M. CST on February 20, 2015 at which time Proposals will be opened.

**C. Proposal Format**

Proposals should be submitted as follows.

1. Three copies in an electronic format that is ready to print on 8½ x 11” paper
2. Six (6) unbound hard copies

**D. Demonstration of System by Proposer**

The Proposers will be required to provide a demonstration of the System for the County. The demonstration will take place between the hours of 9:00am and 4:00pm at a date and place determined by the County after the deadline for submitting proposals has passed. The demonstrations for individual Proposers will be scheduled on separate days. The demonstration must include the precinct operations, absentee ballot counting center operations, ballot layout and related administrative operations and compilation and reporting of election results. The 2012 state primary and state general election will be the basis for the demonstrations. The Proposers will be required to prepare the ballots necessary for the demonstration from pdf files provided by the County.

The demonstration of the central counting operations for absentee ballots must take place under realistic conditions, namely that at least 20% of the total number of ballots used in the demonstration must be folded, creased or wrinkled in the manner normally expected for absentee ballots submitted by the voters.

The demonstration must include at least 10 different precincts, and at least one precinct must include ballot styles for two different school districts. Ballots from each of the precincts must be processed by both the precinct ballot counters and the central ballot counters. Final results must include a single result for each precinct that combines for the precinct and centrally counted ballots for that precinct.

The county may request a Proposer to provide a second demonstration at a site of the county's choice. The cost of the demonstration shall be the responsibility of the Proposer. The county has the ability to share RFP response information with



and invite City and Township Election Administrators to demonstrations, as deemed appropriate by the county.

**E. Examination of Request for Proposals**

By submitting a proposal, the proposer represents that he/she has thoroughly examined the Request for Proposals, is familiar with the objectives required by it, and is capable of providing equipment and services to achieve the objectives of the County.

**F. Questions and Addenda**

All questions regarding this RFP must be submitted by email to [andy.lokken@co.dakota.mn.us](mailto:andy.lokken@co.dakota.mn.us). Submit questions no later than 2:00 P.M. on January 30, 2015. Replies to inquiries, request for interpretations or clarification, modifications, classifications, supplemental instructions and requests for consideration of material which involve or provide further information that is not already a part of the information will be contained in the form of written addenda and shall become a part of Contract Documents and incorporated in all Proposal's submitted. Any addenda will be posted at least one week prior to the RFP due date at:

[co.dakota.mn.us/government/doingbusiness/bidproposalsinformation/DoingBusiness/BidProposalsInformation/Pages/default.aspx](http://co.dakota.mn.us/government/doingbusiness/bidproposalsinformation/DoingBusiness/BidProposalsInformation/Pages/default.aspx)

In addition, this information will be emailed to Proposers who have provided contact information prior to the publication of the addenda.

**G. Pre-contractual Expenses**

Pre-contractual expenses are defined as expenses incurred by a proposer in preparing its proposal in response to this Request for Proposals, submitting its proposal to the County, or negotiating with the County on any matter related to this Request for Proposals, and any other expenses incurred by the proposer prior to the date of proposer's execution of an agreement with the County. The County shall not be liable for any pre-contractual expenses incurred by proposers in response to this Request for Proposals.

**H. Exceptions and Deviations**

Any exceptions to the requirements in this Request for Proposals must be included in the proposal as a separate element of the proposal labeled “Exceptions and Deviations.”

**I. County Rights**

Issuance of this Request for Proposals and receipt of proposals do not commit the County to award a contract. The County reserves the right to:

1. Postpone consideration of the proposals for its own convenience;
2. Accept or reject any or all proposals received in response to this Request for Proposals.
3. Amend or cancel this Request for Proposals at any time;
4. Issue a subsequent Request for Proposals;
5. Negotiate with any, all or none of the proposers; and
6. Negotiate more than one proposer simultaneously.

**J. Independent Contractor**

The awarded Proposer engaged as a result of this Request for Proposals will be an independent contractor and nothing contained in any contract entered into with the County shall be construed to create an employment relationship.

**K. Joint Proposals**

Where two or more proposers desire to submit a single proposal in response to this Request for Proposals, they should do so on a subcontract basis and not as a joint venture. The County intends to contract with one firm and not with firms doing business as a joint venture.

**L. Contact Person**

Proposers’ sole point of contact with the County for this Request for Proposals is Andy Lokken. Proposers should not contact any other County employee regarding this Request for Proposals. Questions regarding this Request for Proposals should be directed to Andy Lokken at [andy.lokken@co.dakota.mn.us](mailto:andy.lokken@co.dakota.mn.us).

**M. Ownership of Proposals**

All proposals submitted to the County become the property of the County upon submission, and proposals will not be returned to the proposers. By submitting a proposal, the proposer agrees that the County may copy the proposal for purpose of evaluation of the proposal and to respond to requests for public data. The proposer consents to such copying by submitting a proposal and warrants that such copying will not violate the rights of any third party, including copyrights.

**N. Withdrawal of Proposals**

Proposals may not be withdrawn for a period of four months after the due date to allow sufficient time to evaluate the proposals, select a Proposer and enter into a final contract.

**O. Public Records and Requests for Confidentiality**

Pursuant to the Minnesota Government Data Practices Act at Minn. Stat. § 13.591, the names of all of the proposers who have submitted a proposal will be public upon receipt of the proposal. All other information contained in the proposals remains private until the County has completed negotiating a contract(s) with the selected Proposer. After the contact(s) has(have) been negotiated, all information in all of the proposals is public, except “trade secret” information as defined at Minn. Stat. § 13.37.

Release of information in the possession of the County is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13. Proposers are encouraged to familiarize themselves with Chapter 13 before submitting a proposal.

All information submitted by a proposer eventually will become public and will be treated by the County as public, unless the proposer properly requests, and the County agrees, that information be treated as private or confidential. A proposer making such a request must provide the County with the name, address and telephone number of the individual authorized by the proposer to respond to inquiries by the County concerning the request. The County reserves the right to make the final determination of whether the information identified in such request is private or confidential within the meaning of the Minnesota Government Data Practices Act. A proposer’s failure to request that information be treated as private or confidential will be deemed by the County as a waiver by the proposer of any claim to treatment of the information as private or confidential.

**P. Letter of Submittal**

The letter of submittal shall include:

1. Identification of the proposing firm and any subcontractors, including name, address and telephone number of each;
2. Acknowledgment of receipt of the Request for Proposals addenda, if any;
3. Name, title, address, telephone number, fax number and email address of proposer's contact person for the period of evaluation; and
4. Non electronic signature of a person authorized to submit a proposal.

**Q. Proposal Elements**

The following information should be provided in the proposal:

1. Firm Profile. Please state the firm's name (including its organizational form), address and date of formation or establishment;
2. Approach. Provide a brief summary of the proposer's understanding of the requested equipment and services and approach to meeting the needs of he County.
3. Previous Experience. Describe the proposer's experience and expertise in providing the equipment and services described in this Request for Proposals and how the proposer is specially qualified to do so.
4. Key Personnel. Identification of the personnel who will be providing the equipment and services described in this Request for Proposals, which services each will provide, qualifications of each for providing such services, and relevant experience in providing such services to other entities.
5. Subcontractors. Identify any subcontractor(s) which the proposer will use in order to provide the equipment and services described in this Request for Proposals, including the personnel of such subcontractor(s) who will provide the services, the qualifications of each for providing such services, and relevant experience in providing such services to the other entities.
6. Conflict of Interest. Disclose any conflicts of interest which the proposer may have involving the County.

7. Equipment List. Provide a detailed list of all components offered to the County necessary to successfully administer an election under the Minnesota Election Law using the System.
8. Costs and Fees Proposal. Complete the price sheets that are a part of Attachment 2 of this RFP.
9. Principal Proposer contact with County project manager
  - a. Company Name
  - b. Name of person completing response
  - c. Title
  - d. Address
  - e. Telephone
  - f. Email address
  - g. Name of person with authority to enter into contracts
10. Other Proposer staff to be assigned to project
  - a. Name
  - b. Title and role
  - c. Qualifications
  - d. Address
  - e. Telephone
  - f. Email address
11. References from three other county election jurisdictions using the same or similar System (include name of jurisdiction, name and title of contact person, telephone number and email address.)
12. Describe your installed base of customers and provide a complete customer list

### **III. Contract**

Selected Proposer must enter into a written contract with the County, as appropriate. Such contract(s) will include, but not be limited to, the County's Standard Assurances and Insurance Terms (attached) and the following general terms:

#### **A. Conformance to Specifications**

Equipment, software and services provided shall be in accordance with the criteria set out in Request for Proposal. Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and

skill ordinarily exercised by members of the Proposer's profession currently practicing under similar conditions.

**B. Independent Contractor**

Proposer is an independent contractor and nothing in this Contract shall be construed to create the relationship of agents, partners, joint ventures, associates, or employer and employee between the County and Proposer.

**C. Timeliness**

Time is of the essence in this Contract. The failure of either party to perform its obligations in a timely manner may be considered by the other party as a material breach.

**D. Force Majeure**

Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

**E. Licenses**

At its own expense, Proposer shall procure all licenses, permits or other rights required for the provision of services contemplated by this Contract. Proposer shall inform the County of any changes in the above within five (5) days of occurrence.

**F. Indemnification**

Any and all claims that arise or may arise against Proposer, its agents, servants or Employees as a consequence of any act or omission on the part of Proposer or its agents, servants, employees while engaged in the performance of the Contract shall in no way be the obligation or responsibility of the County. Proposer shall indemnify, hold harmless and defend the County, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the County, its officers or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act

or omission of Proposer, its agents, servants or employees, in the execution, performance, or failure to adequately perform Proposer's obligations pursuant to this Contract.

**G. Assignment/Subcontracting**

The Proposer shall not assign or subcontract this Contract without prior written consent of the County, in which case Proposer is responsible for the performance of its subcontractor or assignees. Proposer shall follow the requirements of Minn. Stat. § 471.425 (payments to subcontractor), shall require the subcontractor to provide proof of the below-described insurance to the County prior to beginning work under this Agreement and shall require the subcontractor to agree in writing to defend, hold harmless and indemnify the County from any and all liability arising out of the subcontractor's performance of its duties. Proposer shall require each subcontractor, to the extent of the work to be performed by the subcontractor, to be bound by the terms of this Contract.

**H. Insurance Terms**

Proposer shall provide to the County, prior to or concurrent with the execution of this Contract, certificate(s) of insurance naming Dakota County as certificate holder or certified copies of such existing policies of insurance, demonstrating:

1. General liability coverage of at least \$1,500,000 per occurrence and aggregate and naming the County as an additional insured;
2. Automobile liability coverage of at least \$1,500,000 per occurrence and aggregate and naming County as an additional insured,
3. Workers' compensation coverage or certification of excluded employment from workers' compensation requirements.

Proposer shall pay all retentions and deductibles under such policies of insurance. If Proposer does not have existing coverage(s) or has coverage(s) in limits less than that set out above, Proposer must obtain from the County, prior to or concurrent with the execution of this Contract, a waiver of the coverage(s) or agreement to lower coverage limits from the County. See also Exhibit 2 Insurance Terms later in this RFP for additional contract insurance provisions.

**I. Records/Audits**

Proposer's bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the

examination, duplication, transcription and audit by the County and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. The Proposer agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

**J. Data Privacy**

For purposes of this Contract all data on individuals collected, created, received, maintained or disseminated shall be administered consistent with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as Federal laws on data privacy, and Proposer must comply with those requirements as if it were a governmental entity. The Proposer will strictly comply with these statutes and rules. All subcontracts shall contain the same or similar data practices compliance requirements.

**K. Confidentiality Clause**

Proposer acknowledges that certain private or Confidential Information may be transmitted to Contractor by the County in connection with Proposer's performance of this Agreement. For all the purposes hereof, the term "Confidential Information" means all information or material proprietary to the County or designated as private or confidential by the County to which Proposer may obtain knowledge or access through or as a result of Proposer's relationship with the County (including information conceived, originated, discovered or developed in whole or in part by Proposer). Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing): computer programs, compilations, data, documentation, and all other information of the County which is not deemed public by the Minnesota Data Practices Act. Proposer shall not, at any time, directly or indirectly reveal, report, publish, duplicate, or otherwise disclose to any third party in any way whatsoever any Confidential Information. Proposer shall receive, maintain, and use the Confidential Information with the strictest confidence; shall use its best efforts to keep the Confidential Information strictly confidential and to prevent inadvertent disclosure thereof; and shall treat the Confidential Information in at least as confidential a manner as Proposer treats its own confidential information; Proposer agrees to implement such procedures as are necessary to assure protection of Confidential Information.

**L. Ownership of Work Product**



Ownership of all drawings, reports, and other work products prepared or produced in performance of this Contract, including those in electronic form, shall be transmitted to the County upon completion or termination of the project and final payment to the Contractor. Contractor agrees that all right, title, and interest in all copyrightable material which Contractor shall conceive or originate, either individually or jointly with others, and which arises out of the performance of this Contract, are the property of the County and are by this Contract assigned to the County along with ownership of any and all copyrights in the copyrightable material.

**M. Compliance with Laws/Standards**

Proposer shall abide by all Federal, State and local laws; statutes, ordinances, rules and regulations pertaining to this Contract and this Contract shall be construed in accordance with the substantive and procedural laws of the State of Minnesota. All proceedings related to this Contract shall be venued in the County of Dakota, State of Minnesota.

**N. Non-Discrimination**

Proposer agrees that, in the hiring of all labor for the performance of any work under this Contract, it will not, by reason of race, creed, color, sex, national origin, disability, sexual orientation, age, marital status or public assistance status, discriminate against any person who is a citizen of the United States and who qualifies and is available to perform the work to which such employment relates. Proposer agrees to comply with all Federal, State, and local non-discrimination laws and ordinances, in particular the applicable provisions of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972. When required by law or requested by the County, Proposer shall furnish a written affirmative action plan.

**O. Contract Debarment, Suspension and Responsibility Certification**

By signing this Contract the Proposer is certifying that the federal government or the Minnesota Commissioner of Administration has not suspended or debarred the Proposer or its Principals and Employees, based upon Federal Regulation 45 CFR 92.35 and Minn. Stat. §16C.03, subd. 2 respectively. Proposers may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

**P. Express Warranties**

Proposer expressly warrants that all goods and products and workmanship provided under this Agreement shall conform to the County's specifications as described in this Agreement. Proposer shall replace any non-conforming goods and products and remedy any defects in the work and pay for any damage to other work resulting from the non-conforming work, at its own expense, and pay for any damage to other goods or products resulting from the non-conforming goods or products, that shall appear within a period of TWELVE MONTHS from the date of final acceptance by County of the goods or products. Neither the final certificate of payment nor any provision in the contract documents nor partial or entire use of the final products and work by the County shall constitute an acceptance of work not done in accordance with the contract documents or relieve Proposer of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The County will give notice of observed defects with reasonable promptness.

**Q. Termination for Cause**

In addition to other specifically stated terms of this Contract or as otherwise provided by law, the following conditions, unless excused shall warrant termination of this Contract for cause:

1. Making material misrepresentations either in the attached exhibits and documents or in any other material provision or condition relied upon in the making of this Contract.
2. Failure to provide services or payment called for by this Contract within the time specified herein or any extension thereof.
3. Failure to perform any other material provision of this Contract.
4. Failure to diligently administer the work so as to endanger performance of the terms of this Contract.

**R. Notice**

Any party may terminate this Contract for cause by giving seven (7) days written notice of its intent to terminate to the other party unless a different procedure and/or effective date is provided within the specific article or paragraph of this Contract under which the default, failure or termination occurs. Said notice shall specify the circumstances warranting termination of the Contract. The terminating party has the option, but is not required, to provide the other party an opportunity to cure the specified default. If an opportunity to cure is provided, it shall be specifically described in the notice of termination.

**S. Delivery of Notice/Effective Date**

Notice of termination for cause or without cause shall be made by certified mail or personal delivery to the authorized agent of the other party. Notice is deemed effective upon delivery of the Notice of Termination to the name and address of the person who signs this Contract for each party.

**T. Duties of Proposer Upon Termination with Cause**

Upon delivery of the Notice of Termination, and except as otherwise provided, Proposer shall:

1. Discontinue provision of services under this Contract on the date and to the extent specified in the Notice of Termination.
2. Immediately notify all clients who are receiving services pursuant to this Contract.
3. Cancel all orders and subcontracts to the extent that they relate to the performance of services cancelled by the Notice of Termination.
4. Complete performance of such services as shall not have been cancelled by the Notice of Termination.
5. Return all County property in their possession within seven (7) days to the extent that it relates to the performance of services cancelled by the Notice of Termination.
6. Submit an invoice for the performance of services prior to the effective date of termination within thirty (30) days of said date.
7. Maintain all records relating to the performance of the Contract as may be required by the County or State law.

**U. Duties of County Upon Termination of the Contract for Cause**

Upon delivery of the Notice of Termination, and except as otherwise provided, the County:

1. Shall make within 30 days of its receipt of Proposer's invoice referenced above, final payment for any services satisfactorily provided up through the date of termination in accordance with the terms of this Contract.

2. Shall not be liable for any services provided after notice of termination, except as stated above or as authorized by the County in writing.

**V. Effect of Termination Cause**

Termination of this Contract shall not discharge any liability, responsibility or right of any party that arises from the performance of or failure to adequately perform the terms of this Contract prior to the effective date of termination.

**W. Termination by County – Lack of Funding**

Notwithstanding any provision of this Contract to the contrary, the County may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies or other funding source, or if its funding cannot be continued at a level sufficient to allow payment of the amounts due under this Contract. Written notice of termination sent by the County to Proposer by facsimile is sufficient notice under the terms of this Contract. The County is not obligated to pay for any services that are provided after written notice of termination for lack of funding. The County will not be assessed any penalty or damages if the Contract is terminated due to lack of funding.

**X. Damages for Breach/Set-Off**

Notwithstanding any other provision of this Contract to the contrary, upon breach of this Contract by Proposer the County may withhold final payment due Proposer for purposes of set-off until such time as the exact amount of damages due is determined.

**Y. Modifications**

Any alterations, variations, modifications, or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing and signed by the authorized representatives of the parties.

**Z. Wage Withholding Tax**

Pursuant to Minn. Stat. §270C.66, the County shall make final payment to Proposer only upon satisfactory showing that Proposer and any subcontractors have complied with the provisions of Minn. Stat. §290.92 with respect to

withholding taxes, penalties, or interest arising from this contract. A certificate by the commissioner of revenue (Minnesota Department of Revenue Form IC-134, entitled "Withholding Affidavit for Proposers") shall satisfy this requirement with respect to the Proposer or subcontractor. Form IC-134 Form and Instructions are found at: <http://www.taxes.state.mn.us/forms/ic134.pdf>.

## EXHIBIT 1

### STANDARD ASSURANCES

1. NON-DISCRIMINATION. During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, national origin, disability, sexual orientation, age, marital status, veteran's status or public assistance status. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without unlawful discrimination because of their race, color, creed, religion, sex, national origin, disability, sexual orientation, age, marital status, veteran's status or public assistance status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices which set forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment

without regard to race, creed, color, religion, sex, national origin, disability, sexual orientation, age, marital status, veteran's status or public assistance status.

No funds received under this Contract shall be used to provide religious or sectarian training or services.

The Contractor shall comply with any applicable federal or state law regarding non-discrimination. The following list includes, but is not meant to limit, laws which may be applicable:

A. The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. § 2000e et seq. which prohibits discrimination in employment because of race, color, religion, sex or national origin.

B. Executive Order 11246, as amended, which is incorporated herein by reference, and prohibits discrimination by U.S. Government contractors and subcontractors because of race, color, religion, sex or national origin.

C. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 et seq. and 45 C.F.R. 84.3 (J) and (K) implementing Sec. 504 of the Act which prohibits discrimination against qualified handicapped persons in the access to or participation in federally-funded services or employment.

D. The Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq. as amended, and Minn. Stat. § 181.81, which generally prohibit discrimination because of age.

E. The Equal Pay Act of 1963, as amended, 29 U.S.C. § 206(d), which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.

F. Minn. Stat. Ch. 363A, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age.

G. Minn. Stat. § 181.59 which prohibits discrimination against any person by reason of race, creed, or color in any state or political subdivision contract for materials, supplies or construction. Violation of this section is a misdemeanor and any second or subsequent violation of these terms may be cause for forfeiture of all sums due under the Contract.

H. Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 through 12213, 47 U.S.C. §§ 225, 611, with regulations at 29 C.F.R. § 1630, which prohibits discrimination against qualified individuals on the basis of a disability in term, condition or privilege of employment.

I. Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, with regulations at 41 C.F.R. Part 60-250, which prohibits discrimination in employment against protected veterans.

2. DATA PRIVACY. For purposes of this Contract all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as the Federal laws on data privacy, and Contractor must comply with those requirements as if it were a governmental entity. The remedies in section 13.08 apply to the Contractor. Contractor does not have a duty to provide access to public data to the public if the public data are available from the governmental agency (County), except as required by the

terms of this Contract. All subcontracts shall contain the same or similar data practices compliance requirements.

3. **HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996.** The Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) which are applicable to the Contractor's duties under this Contract. In performing its obligations under this Contract, Contractor agrees to comply with the HIPAA Privacy requirements, the HIPAA Standards for Electronic Transactions, the HIPAA security requirements, and any other applicable HIPAA laws, standards and requirements now in effect or hereinafter adopted as they become law.

4. **RECORDS DISCLOSURE/RETENTION.** Contractor's bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription and audit by the County and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. The Contractor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

5. **WORKER HEALTH, SAFETY AND TRAINING.** Contractor shall be solely responsible for the health and safety of its employees in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Contractor shall ensure all personnel of Contractor and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks engaged in under this Contract. Each Contractor shall comply with federal, state and local occupational safety and health standards, regulations and rules promulgated pursuant to the Occupational Health and Safety Act which are applicable to the work to be performed by Contractor.

6. **CONTRACTOR DEBARMENT, SUSPENSION AND RESPONSIBILITY CERTIFICATION.** Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from contractors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend contractors who seek to contract with the State/Agency. Contractors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By Signing This Contract, The Contractor Certifies That It And Its Principals\* And Employees:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency; and

B. Have not within a three-year period preceding this Contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed

embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

D. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Contract are in violation of any of the certifications set forth above.

E. Shall immediately give written notice to the Contracting Officer should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property. \**“Principals”* for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

#### Directions for On Line Access to Excluded Providers

To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at <http://oig.hhs.gov/fraud/exclusions/listofexcluded.html>.

#### EXHIBIT 2

### INSURANCE TERMS

Contractor agrees to provide and maintain at all times during the term of this Contract such insurance coverages as are indicated herein and to otherwise comply with the provisions that follow. Such policy(ies) of insurance shall apply to the extent of, but not as a limitation upon or in satisfaction of, the Contract indemnity provisions. The provisions of this section shall also apply to all Subcontractors, Sub-subcontractors, and Independent Contractors engaged by Contractor with respect to this Contract, and Contractor shall be entirely responsible for securing the compliance of all such persons or parties with these provisions.

1. **Workers Compensation.** Workers' Compensation insurance in compliance with all applicable statutes including an All States or Universal Endorsement where applicable. Such policy shall include Employer's Liability coverage in an amount no less than \$500,000. If Contractor is not required by Statute to carry Workers' Compensation Insurance, Contractor agrees: (1) to provide County with evidence documenting the specific provision under Minn.



Stat. § 176.041 which excludes Contractor from the requirement of obtaining Workers' Compensation Insurance; (2) to provide prior notice to County of any change in Contractor's exemption status under Minn. Stat. § 176.041; and (3) to hold harmless and indemnify County from and against any and all claims and losses brought by Contractor or any subcontractor or other person claiming through Contractor for Workers' Compensation or Employers' Liability benefits for damages arising out of any injury or illness resulting from performance of work under this Contract. If any such change requires Contractor to obtain Workers' Compensation Insurance, Contractor agrees to promptly provide County with evidence of such insurance coverage.

## 2. General Liability.

"Commercial General Liability Insurance" coverage (Insurance Services Office form title), providing coverage on an "occurrence" rather than on a "claims made" basis, which policy shall include, but not be limited to, coverage for Bodily Injury, Property Damage, Personal Injury, Contractual Liability (applying to this Contract), Independent Contractors, "XC&U" and Products-Completed Operations liability (if applicable). Such coverage may be provided under an equivalent policy form (or forms), so long as such equivalent form (or forms) affords coverage which is at least as broad. An Insurance Services Office "Comprehensive General Liability" policy which includes a Broad Form Endorsement GL 0404 (Insurance Services Office designation) shall be considered to be an acceptable equivalent policy form.

Contractor agrees to maintain at all times during the period of this Contract a total combined general liability policy limit of at least \$1,500,000 per occurrence and aggregate, applying to liability for Bodily Injury, Personal Injury, and Property Damage, which total limit may be satisfied by the limit afforded under its Commercial General Liability policy, or equivalent policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy (or policies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy is at least as broad as that afforded by the underlying Commercial General Liability policy (or equivalent underlying policy).

Such Commercial General Liability policy and Umbrella or Excess Liability policy (or policies) may provide aggregate limits for some or all of the coverages afforded thereunder, so long as such aggregate limits have not, as of the beginning of the term or at any time during the term, been reduced to less than the total required limits stated above, and further, that the Umbrella or Excess Liability policy provides coverage from the point that such aggregate limits in the underlying Commercial General Liability policy become reduced or exhausted. An Umbrella or Excess Liability policy which "drops down" to respond immediately over reduced underlying limits, or in place of exhausted underlying limits, but subject to a deductible or "retention" amount, shall be acceptable in this regard so long as such deductible or retention for each occurrence does not exceed the amount shown in the provision below.

Contractor's liability insurance coverage may be subject to a deductible, "retention" or "participation" (or other similar provision) requiring the Contractor to remain responsible for a stated amount or percentage of each covered loss; provided, that such deductible, retention or participation amount shall not exceed \$25,000 each occurrence.

Such policy(ies) shall name Dakota County, its officers, employees and agents as Additional Insureds thereunder.

3. Professional Liability. Professional Liability (errors and omissions) insurance with respect to its professional activities to be performed under this Contract. This amount of insurance shall be at least \$1,500,000 per occurrence and aggregate (if applicable). Coverage under such policy may be subject to a deductible, not to exceed \$25,000 per occurrence. Contractor agrees to maintain such insurance for at least one (1) year from Contract termination.

It is understood that such Professional Liability insurance may be provided on a claims-made basis, and, in such case, that changes in insurers or insurance policy forms could result in the impairment of the liability insurance protection intended for Dakota County hereunder. Contractor therefore agrees that it will not seek or voluntarily accept any such change in its Professional Liability insurance coverage if such impairment of Dakota County's protection could result; and further, that it will exercise its rights under any "Extended Reporting Period" ("tail coverage") or similar policy option if necessary or appropriate to avoid impairment of Dakota County's protection. Contractor further agrees that it will, throughout the one (1) year period of required coverage, immediately: (a) advise Dakota County of any intended or pending change of any Professional Liability insurers or policy forms, and provide Dakota County with all pertinent information that Dakota County may reasonably request to determine compliance with this section; and (b) immediately advise Dakota County of any claims or threats of claims that might reasonably be expected to reduce the amount of such insurance remaining available for the protection of Dakota County.

4. Automobile Liability. Business Automobile Liability insurance covering liability for Bodily Injury and Property Damage arising out of the ownership, use, maintenance, or operation of all owned, non-owned and hired automobiles and other motor vehicles utilized by Contractor in connection with its performance under this Contract. Such policy shall provide total liability limits for combined Bodily Injury and/or Property Damage in the amount of at least \$1,500,000 per accident, which total limits may be satisfied by the limits afforded under such policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy(ies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy(ies) shall be at least as broad with respect to such Business Automobile Liability insurance as that afforded by the underlying policy. Unless included within the scope of Contractor's Commercial General Liability policy, such Business Automobile Liability policy shall also include coverage for motor vehicle liability assumed under this contract.

Such policy, and, if applicable, such Umbrella or Excess Liability policy(ies), shall include Dakota County, its officers, employees and agents as Additional Insureds thereunder.

5. Additional Insurance. Dakota County shall, at any time during the period of the Contract, have the right to require that Contractor secure any additional insurance, or additional feature to existing insurance, as Dakota County may reasonably require for the protection of their interests or those of the public. In such event Contractor shall proceed with due diligence to make every good faith effort to promptly comply with such additional requirement(s).

6. Evidence of Insurance. Contractor shall promptly provide Dakota County with evidence that the insurance coverage required hereunder is in full force and effect prior to commencement of any work. At least 10 days prior to termination of any such coverage, Contractor shall provide Dakota County with evidence that such coverage will be renewed or replaced upon termination with insurance that complies with these provisions. Such evidence of insurance shall be in the form of the Dakota County Certificate of Insurance, or in such other form as Dakota County may reasonably request, and shall contain sufficient information to allow Dakota County to determine whether there is compliance with these provisions. At the request of Dakota County, Contractor shall, in addition to providing such evidence of insurance, promptly furnish Contract Manager with a complete (and if so required, insurer-certified) copy of each insurance policy intended to provide coverage required hereunder. All such policies shall be endorsed to require that the insurer provide at least 30 days' notice to Dakota County prior to the effective date of policy cancellation, nonrenewal, or material adverse change in coverage terms. On the Certificate of Insurance, Contractor's insurance agency shall certify that he/she has Error and Omissions coverage.

7. Insurer: Policies. All policies of insurance required under this paragraph shall be issued by financially responsible insurers licensed to do business in the State of Minnesota, and all such insurers must be acceptable to Dakota County. Such acceptance by Dakota County shall not be unreasonably withheld or delayed. An insurer with a current A.M. Best Company rating of at least A:VII shall be conclusively deemed to be acceptable. In all other instances, Dakota County shall have 15 business days from the date of receipt of Contractor's evidence of insurance to advise Contractor in writing of any insurer that is not acceptable to Dakota County. If Dakota County does not respond in writing within such 15 day period, Contractor's insurer(s) shall be deemed to be acceptable to Dakota County.

8. Noncompliance. In the event of the failure of Contractor to maintain such insurance and/or to furnish satisfactory evidence thereof as required herein, Dakota County shall have the right to purchase such insurance on behalf of Contractor, which agrees to provide all necessary and appropriate information therefor and to pay the cost thereof to Dakota County immediately upon presentation of invoice.

9. Loss Information. At the request of Dakota County, Contractor shall promptly furnish loss information concerning all liability claims brought against Contractor (or any other

insured under Contractor's required policies), that may affect the amount of liability insurance available for the benefit and protection of Dakota County under this section. Such loss information shall include such specifics and be in such form as Dakota County may reasonably require.

10. Release and Waiver. Contractor agrees to rely entirely upon its own property insurance for recovery with respect to any damage, loss or injury to the property interests of Contractor. Contractor hereby releases Dakota County, its officers, employees, agents, and others acting on their behalf, from all claims, and all liability or responsibility to Contractor, and to anyone claiming through or under Contractor, by way of subrogation or otherwise, for any loss of or damage to Contractor's business or property caused by fire or other peril or event, even if such fire or other peril or event was caused in whole or in part by the negligence or other act or omission of Dakota County or other party who is to be released by the terms hereof, or by anyone for whom such party may be responsible.

Contractor agrees to effect such revision of any property insurance policy as may be necessary in order to permit the release and waiver of subrogation agreed to herein. Contractor shall, upon the request of Dakota County, promptly provide a Certificate of Insurance, or other form of evidence as may be reasonably requested by Dakota County, evidencing that the full waiver of subrogation privilege contemplated by this provision is present; and/or, if so requested by Dakota County, Contractor shall provide a full and complete copy of the pertinent property insurance policy(ies).

#### **IV. Execution of Contract**

Before a contract becomes effective between the County and any Proposer, the contract award must be ratified and signed by the governing body of the County or its designee. If for any reason the governing body County Board or its designee does not ratify and sign the contract, then there are no binding obligations whatsoever between the County and the Proposer relative to the proposed contract.

#### **V. Attachments**

- A. Attachment 1 - Technical and Functional Requirements
- B. Attachment 2 – Proposer’s Cost Proposal



## **Attachment 1 Technical and Functional Requirements**

**Note to Proposers:** Proposer is not required to respond to each item in Attachment 1, but failure to do so may have an effect on the recommendation made to the governing body of the county.

### **I. Operating Specifications**

#### **A. System Requirements**

1. Certification by an independent testing authority of compliance with federal guidelines for voting systems adopted by the U.S. Election Assistance Commission.
2. Certification for use in Minnesota by the Minnesota secretary of state.
3. Capable of downloading results from precinct and central count locations on memory devices for uploading and compilation at the Elections Office.
4. Capable of preparing memory devices for precinct ballot counters, central ballot counters and ballot marking devices in a single action.
5. System design capable of adding or reducing the number of precinct ballot counters, central ballot counters and ballot marking devices during the 14 year period of expected System use.
7. Capable of reading ballots that are 8.5 inches wide and of various lengths up to 17 inches, including both 11 and 14 inches.

8. Capable of counting multiple ballot styles for a single precinct, including countywide ballots for the office of president only and for federal offices only.
9. Capable of displaying scanned ballot images for use in conducting recounts without the use of the original ballots.
10. Capable of automatically orienting scanned ballot images face up, top up.
11. Capable of the ability to flip scanned ballot image from one side to another to display the other side of the ballot electronically.
12. Capable of sorting electronic ballot images by office, candidate, election district, or precinct.
13. Capable of counting ballots without immediately accumulating or reporting results.
14. Capable of exporting results to the County website and to the secretary of state's Election Reporting System.
15. Capable of counting and compiling more than one ballot style per precinct in a single election.
16. Capable of using commercially available paper for the printing of ballots.
17. Capability to securely receive transmitted results electronically from remote locations to the Elections Office.
18. Capable of counting and compiling into a single precinct result votes from ballots counted at the precinct and at a absentee ballot counting center.
19. Capable of downloading office and candidate information from the secretary of state's Election Reporting System for the purposes of ballot layout and production.

#### **B. Precinct Ballot Counters**

1. Capable of reading, recording and storing up to 10,000 votes from up to 200 different ballot styles on a single memory device.
2. Capable of reading ballots inserted in any of four orientations.

3. Capable of rejecting a ballot for an improper precinct.
4. Provide a clearly visible public counter of the total number of ballots inserted into the ballot counter.
5. Capable of downloading or transmitting encrypted vote totals to electronic media or via a secure wireless or land connection to the Elections Office.
6. Provide clear error messages to the voter for overvotes, crossover votes in a partisan primary, or for other situations where the ballot cannot be read by the ballot counter.
7. Provide a clear message or indicator, including the capability for an auditory and/or visual alert to the election judge and/or the voter, that a ballot has been counted or not counted.
8. Provide warning to voters of an error causing the voter's ballot to be returned in a format consistent the requirements of the Americans with Disabilities Act.
9. Capable of providing County selected or editable messages to voters.
10. Keep a printed and electronically downloadable internal audit log of all ballot counter activities, including ballots that were rejected and not counted due to an inability of the ballot counter to read the ballot and ballots that were jammed in the ballot counter and not counted.
11. Capable of producing a precinct summary statement in the format required by the secretary of state in printed and downloadable electronic media.
12. Able to read ballots that have been folded.
13. Able to support multiple languages for error messages and notifications to voters.
14. Able to seal memory devices into ballot counter, using a numbered seal.
15. Ability to store the ballot counter separately from the ballot box.

**C. Central Ballot Counters**

1. Capable of counting a discrete ballot style on more than one central counter.



2. Capable of minimally reading and recording up to 10,000 votes on ballots for up to 200 different ballot styles on a single memory device.
3. Capable of rejecting a ballot for a precinct that has not been designated for counting.
4. Scalable to permit the use of more than one central ballot counter to read, count and report the results of voting simultaneously from up to six central counters.
5. Capable of reading at least 30 ballots folded, creased and/or wrinkled ballots per minute for each central ballot counter.
6. Capable of reading ballots inserted in any of the four orientations.
7. Capable of producing a precinct summary statement in the format required by the secretary of state in printed and downloadable electronic media.
8. Capable of downloading or transmitting encrypted vote totals to electronic media or via a secure wireless or land connection to the Elections Office.
9. Provide clear error messages to the operator for overvotes, crossover votes in a partisan primary, or for other situations where the ballot cannot be read by the ballot counter.
10. Provide an auditory and/or a visual alert to the operator when the ballot counter has detected a ballot with an error or a ballot that cannot be read.
11. Keep a printed and electronically downloadable internal audit log of all ballot counter activities.
12. Capable of electronically sorting out or separating ballots on which one or more write-in ballot targets have been marked by the voter.
13. Capable of electronically sorting out or separating ballots on which an overvote, crossover vote in the primary or other situation where manual inspection of the ballot by the operator is required.

**D. Ballot Marking Device**

1. Capable of being used by voters without the ability to see the ballot or screen in a manner compliant with the requirements of the Americans with Disabilities Act.
2. Capable of being used by voters with the ability to use their hands in a manner compliant with the requirements of the Americans with Disabilities Act.
3. Capable of being used by voters who need instructions in languages other than English.
4. Capable of marking ballots for up to 200 ballot styles on a single memory device.
5. Capable of being used by a voter without interfering with the simultaneous use of the precinct ballot counter.

**E. Ballot Box**

1. Capable of stacking, nesting or folding flat.
2. Equipped with a main ballot container and an emergency voting slot and container.
3. Equipped with lockable ballot containers in which a single key opens all locks.
4. Equipped with sealable memory device access, if applicable.
5. Capacity for a minimum of 2,000 voted ballots that are 8.5 inches wide and 14 inches in length.

**F. Administrative Ballot Printer**

1. Capable of automatic duplex printing.
2. Capable of both black and white and color printing.
3. Capable of printing various ballot lengths, including but not limited to 11, 14 and 17 inches.
4. Capable of use at County offices, city offices and vote center polling places.

5. Uses commercially available paper stock,

## **II. Administrative Specifications**

### **A. General Requirements**

1. Capable of fully managing an election with up to 200 discrete precincts or vote centers from which votes are counted, compiled and reported.
2. Ability for County to fully setup election, layout ballots and prepare memory devices completely independent of Vendor.
3. Ability to accumulate ballots discretely cast on one or more precinct ballot counters and/or one or more central ballot counters and compile votes cast by precinct.
4. Ability to create spreadsheet for test ballots for each election.
5. Ability to upload compiled vote totals to the County website and to the secretary of state's Election Reporting System site following the close of polls.
6. Ability to create and preserve backup electronic files of compiled vote totals.
7. Ability to report precinct level results only after both election day and pre-election day votes have been counted and compiled into a single result.
8. Ability to import office, candidate and rotation data from secretary of state's Election Reporting System.
9. Ability to determine rotation sequence for each precinct using the algorithm provide in state law, using data imported from the statewide voter registration system.

### **B. Reports**

1. Ability to create proofing reports for office titles, candidate names, candidate rotation sequences and precincts and election districts.

2. Ability to create reports listing precincts for which election day and pre-election day votes totals have been received and compiled.
3. Ability to create field-sortable, summary reports of votes cast by precinct, by municipality, by district and by county for each office and question on the ballot.
4. Ability to produce a precinct summary statement from both the precinct ballot counter and the central ballot counter in the format required by the secretary of state.
5. Ability to export data in an editable report format to the County website.

**C. Ballot Layout and Preparation**

1. Ability to layout a ballot of various lengths, including 11, 14 and 17 inches.
2. Ability to print ballots on standard commercial, non-proprietary paper stock.
3. Ability to use ballots printed by the County or by any other printer selected by the County, at the sole discretion of the County without the imposition of additional costs or fees of any kind for the printing of ballots.
4. Ability to output ballot layouts for printing in pdf format.
5. Ability to be marked with standard, commercially available pens or other non-erasable manual ballot markers.
6. Ability to produce a ballot with both electronically and visually readable precinct and ballot style indicators.
7. Ability to prepare sample ballots without electronic coding for posting on the County and state websites.

**III. Ranked Voting Specifications (Ramsey County only)**

Ability to count, compile and reallocate votes electronically in the manner provided by Chapter 31 of the Saint Paul Legislative Code immediately after the results from all

precincts have been reported for city offices, pending certification by the Minnesota secretary of state.

**A. General Specifications**

1. Ability to record up to six preferences for each office on the ballot on a three column ballot.
2. Ability to simultaneously count votes on one side of the ballot using the ranked voting method and votes on the other side of the ballot using the traditional (first past the post) voting method.
3. Ability to notify and return ballot to a voter if a candidate has been ranked by a voter more than once.

**B. Operational Specifications**

1. Ability to establish vote threshold for a winning candidate for each office after all results for an office have been counted and compiled.
2. Ability to determine at the beginning of each round of reallocation all candidates that must be mathematically eliminated.
3. Ability to maintain a log of all actions performed during the reallocation of votes.
4. Ability to implement the cascading method of reallocating votes.
5. Ability to reject both vertical and horizontal overvotes.
6. Ability to design the ballot to count and compile votes in either a vertical or horizontal configuration.

**IV. Implementation Plan Specifications**

**A. Ballot counters and related equipment**

1. Check in all equipment
  - a. Polling place equipment
    - i. Precinct ballot counters
    - ii. Ballot boxes

- iii. Ballot marking devices
  - b. Counting center equipment
    - i. Central ballot counters
    - ii. Administrative components
  - c. System administration equipment
- 2. Power up and diagnostic testing
- 3. Preliminary testing
- 4. Simulated election using past Minnesota elections
- 5. Final approval by voting system administrator

**B. System administration components**

- 1. Ballot layout and preparation
- 2. Memory card preparation
- 3. Compilation of election results
  - a. Polling place operations
  - b. Counting center operations
- 4. Reporting election results
  - a. Posting to website
  - b. Hardcopy reports

**C. Staff training**

- 1. User training
  - a. Polling place components
  - b. Counting center components
- 2. Training and (if required) certification for system maintenance and repairs
- 3. Training in administrative operations

**D. Implementation plan schedule**

- 1. Proposed schedule for implementation to conduct 2015 city and school district general election
  - a. Date of election: November 3, 2015
  - b. System deployment for a total of \_\_\_ precincts
  - c. Milestones required to successfully implement the System

2. Proposed schedule for possible experimental use of System to conduct 2015 city and school district primary
  - a. Date of Primary: August 11, 2015
  - b. System deployment for up to 34 precincts
  - c. Milestones required to successfully implement the System

**V. Post-Implementation Plan Specifications**

**A. Warranty services**

1. Extent of coverage
2. Duration of coverage

**B. Post-warranty services**

1. Extended warranty
  - a. Extent of coverage
  - b. Length of coverage
2. Spare parts
3. Depot repairs
4. On-site repair services
5. Service and maintenance training

**C. System administration services**

1. Technical assistance
2. Election Day support

**Attachment 2**  
**Proposer's Cost Proposal**

**I. Instructions to Proposers**

- A. Proposer's cost proposal must be submitted on the attached price sheets.**
- B. Proposer should note that costs are subject to negotiation by the County prior to selection of the apparent successful Proposer.**
- C. Unless Proposer specifically provides otherwise, the County will consider all proposed costs to be fixed.**
- D. The prices quoted must remain valid for one (1) year from the closing date for submission of proposals.**
- E. Except as provided for the leasing provisions on Price Sheets 2 and 3, proposals for all post-implementation services beyond the date of the expiration of the initial System warranty period, including but not limited to annual maintenance and service, licenses, extended warranties, depot repairs and spare parts will be for an initial term of two years, renewable for additional terms of two years during the 14 year period of expected System use.**
- F. Proposer cost proposal to be inclusive of delivery. All delivery of components to be at the locations specified by each of the counties. Inside delivery by prior appointment is required.**
- G. Proposer is responsible for verifying that their cost submission is accurate and complete.**



- H. **Proposer is not required to respond to each item in Attachment 2, but failure to do so may have an effect on the recommendation made to the governing body of each of the counties.**
- I. **County reserves to accept or decline any of the proposals made by the Proposer on an annual basis.**

**II. Proposers are requested to propose up to three acquisition options**

**A. Purchase**

**B. Annual lease, renewable for three years beyond initial lease payment**

- 1. Annual lease payment must include cost of all licenses, maintenance, repairs and parts
- 2. The maximum increase of annual lease payments may not exceed 1% per year for the first four years of the lease agreement.

**C. Lease to purchase, option to convert at the end of the fourth year**

- 1. Annual lease payment must include cost of all licenses, maintenance, repairs and parts
- 2. The maximum increase of annual lease payments may not exceed 1% per year for the first four years of the lease agreement.

**III. Ongoing service agreements**

**A. Agreements for service, licenses, maintenance and spare parts**

- 1. Initial term price schedule is two years
- 2. Renewable for additional two year periods with mutual agreement of County and Proposer
- 3. Agreements to be available for entire 14 year period of expected use of the System
- 4. Maximum increase in prices on service, license, maintenance and spare parts may not exceed 2% per biennium for the 14 year term of expected use of the System

**IV. Assumptions for submission of proposals**

**A. System capable of counting 400,000 ballots at a single election**

**B. Assume that 75,000 of these ballots will be centrally counted**

**C. Assume 155 discrete precinct voting locations**

**V. All user training to take place at the locations specified by the county.**

**VI. Trade-in and buyback of components**

**A. Proposer must propose a price schedule for trade-in of existing voting system components.**

1. Accuvote or M100 ballot counters
2. Ballot boxes for the Accuvote or M100 ballot counter
3. Automark ballot marking devices.

**B. At its sole discretion, the County may choose to sell or otherwise dispose of its all or part of its inventory of Automark devices independently of the Proposer. The County will provide notice to the Proposer within 60 days of the approval date of a contract with the Proposer to exercise this option.**

**C. Proposer may propose a buyback schedule for the following System components.**

1. Precinct ballot counters
2. Ballot boxes for precinct ballot counters
3. Precinct ballot marking devices
4. Central ballot counters and related administrative components

**VII. Price Schedule**

**Proposer to provide updated price schedule for the following items for initial System acquisition and for System operations. The Proposer whose proposal is accepted by the County will then be required to submit an updated price schedule for the price sheets in this Attachment for each successive two year period for expected life of voting system (14 years total). Use the attached sheets for proposed initial price schedule.**

**A. System acquisition (price sheets 1-3)**

1. Polling place components
2. Counting center components
3. System administration components

**B. System operations (price sheets 4-10)**

1. Technical support for System administration
2. Spare parts

3. Annual maintenance and licenses
4. Depot repair price schedule
5. Training for County staff to operate System
6. Training and any certification for County staff to maintain and repair System
7. Training for County staff to administer System
8. Buyback schedule
9. Disposition of existing voting system components

**Price Sheet 1  
Purchase Option**

**I. Precinct counting components**

**A. Precinct ballot counter, ballot box, original and duplicate memory devices**

- \$\_\_\_\_\_ 1. Cost per unit for 1 to 200 units
- \$\_\_\_\_\_ 2. Cost per unit for 201 to 400 units
- \$\_\_\_\_\_ 3. Cost per unit for 401 or more units

**B. Accessible ballot marking device, including any printers required, and original and duplicate memory devices**

- \$\_\_\_\_\_ 1. Cost per unit for 1 to 200 units.
- \$\_\_\_\_\_ 2. Cost per unit for 201 to 400 units.
- \$\_\_\_\_\_ 3. Cost per unit for 401 or more units.

**II. Central counting components**

**A. Central ballot counter, including scanning device and associated administrative equipment to compile and store votes**

- \$\_\_\_\_\_ 1. Cost per unit for 1 to 5 units
- \$\_\_\_\_\_ 2. Cost per unit for 6 to 10 units
- \$\_\_\_\_\_ 3. Cost per unit for 11 or more units

**III. Administrative ballot printer for Elections Office, capable of printing up to 2,000 ballots in sizes ranging from 11 inches to 17 inches in length at a rate of 30 ballots per minute**

\$\_\_\_\_\_ Cost per unit for administrative ballot printers

**IV. Components required to administer System, including ballot layout, memory card preparation, accumulate vote totals by direct upload and electronic transmission and reporting vote totals.**

\$\_\_\_\_\_ Cost per unit for suite of products to administer System

**Price Sheet 2  
Lease Option**

**I. Precinct counting components**

**A. Precinct ballot counter, ballot box, original and duplicate memory devices**

- \$\_\_\_\_\_ 1. Cost per unit for 1 to 200 units
- \$\_\_\_\_\_ 2. Cost per unit for 201 to 400 units
- \$\_\_\_\_\_ 3. Cost per unit for 401 or more units

**B. Accessible ballot marking device, including any printers required, and original and duplicate memory devices**

- \$\_\_\_\_\_ 1. Cost per unit for 1 to 200 units.
- \$\_\_\_\_\_ 2. Cost per unit for 201 to 400 units.
- \$\_\_\_\_\_ 3. Cost per unit for 401 or more units.

**II. Central counting components**

**A. Central ballot counter, including scanning device and associated administrative equipment to compile and store votes**

- \$\_\_\_\_\_ 1. Cost per unit for 1 to 5 units
- \$\_\_\_\_\_ 2. Cost per unit for 6 to 10 units
- \$\_\_\_\_\_ 3. Cost per unit for 11 or more units

**III. Administrative ballot printer for Elections Office, capable of printing up to 2,000 ballots in sizes ranging from 11 inches to 17 inches in length at a rate of 30 ballots per minute**

\$\_\_\_\_\_ Cost per unit for administrative ballot printers

**IV. Components required to administer System, including ballot layout, memory card preparation, accumulate vote totals by direct upload and electronic transmission and reporting vote totals.**

\$\_\_\_\_\_ Cost per unit for suite of products to administer System

**Price Sheet 3**  
**Lease to Purchase Option**

**I. Precinct counting components**

**A. Precinct ballot counter, ballot box, original and duplicate memory devices**

- \$\_\_\_\_\_ 1. Cost per unit for 1 to 200 units
- \$\_\_\_\_\_ 2. Cost per unit for 201 to 400 units
- \$\_\_\_\_\_ 3. Cost per unit for 401 or more units

**B. Accessible ballot marking device, including any printers required, and original and duplicate memory devices**

- \$\_\_\_\_\_ 1. Cost per unit for 1 to 200 units.
- \$\_\_\_\_\_ 2. Cost per unit for 201 to 400 units.
- \$\_\_\_\_\_ 3. Cost per unit for 401 or more units.

**II. Central counting components**

**A. Central ballot counter, including scanning device and associated administrative equipment to compile and store votes**

- \$\_\_\_\_\_ 1. Cost per unit for 1 to 5 units
- \$\_\_\_\_\_ 2. Cost per unit for 6 to 10 units
- \$\_\_\_\_\_ 3. Cost per unit for 11 or more units

**III. Administrative ballot printer for Elections Office, capable of printing up to 2,000 ballots in sizes ranging from 11 inches to 17 inches in length at a rate of 30 ballots per minute**

\$\_\_\_\_\_ Cost per unit for administrative ballot printers

**IV. Components required to administer System, including ballot layout, memory card preparation, accumulate vote totals by direct upload and electronic transmission and reporting vote totals.**

\$\_\_\_\_\_ Cost per unit for suite of products to administer System

**Price Sheet 4**  
**Service Agreement – Onsite Maintenance by Vendor**

**I. Precinct counting components**

**A. Precinct ballot counter, ballot box, original and duplicate memory devices**

- \$\_\_\_\_\_ 1. Cost per unit for 1 to 200 units
- \$\_\_\_\_\_ 2. Cost per unit for 201 to 400 units
- \$\_\_\_\_\_ 3. Cost per unit for 401 or more units

**B. Accessible ballot marking device, including any printers required, and original and duplicate memory devices**

- \$\_\_\_\_\_ 1. Cost per unit for 1 to 200 units.
- \$\_\_\_\_\_ 2. Cost per unit for 201 to 400 units.
- \$\_\_\_\_\_ 3. Cost per unit for 401 or more units.

**II. Central counting components**

**A. Central ballot counter, including scanning device and associated administrative equipment to compile and store votes**

- \$\_\_\_\_\_ 1. Cost per unit for 1 to 5 units
- \$\_\_\_\_\_ 2. Cost per unit for 6 to 10 units
- \$\_\_\_\_\_ 3. Cost per unit for 11 or more units

**III. Administrative ballot printer for Elections Office, capable of printing up to 2,000 ballots in sizes ranging from 11 inches to 17 inches in length at a rate of 30 ballots per minute**

\$\_\_\_\_\_ Cost per unit for administrative ballot printers

**IV. Components required to administer System, including ballot layout, memory card preparation, accumulate vote totals by direct upload and electronic transmission and reporting vote totals.**

\$\_\_\_\_\_ Cost per unit for suite of products to administer System

**Price Sheet 5**  
**Annual Licensing and Related Use Costs**

**I. Precinct counting components**

**A. Precinct ballot counter, ballot box, original and duplicate memory devices**

- \$\_\_\_\_\_ 1. Cost per unit for 1 to 200 units
- \$\_\_\_\_\_ 2. Cost per unit for 201 to 400 units
- \$\_\_\_\_\_ 3. Cost per unit for 401 or more units

**B. Accessible ballot marking device, including any printers required, and original and duplicate memory devices**

- \$\_\_\_\_\_ 1. Cost per unit for 1 to 200 units.
- \$\_\_\_\_\_ 2. Cost per unit for 201 to 400 units.
- \$\_\_\_\_\_ 3. Cost per unit for 401 or more units.

**II. Central counting components**

**A. Central ballot counter, including scanning device and associated administrative equipment to compile and store votes**

- \$\_\_\_\_\_ 1. Cost per unit for 1 to 5 units
- \$\_\_\_\_\_ 2. Cost per unit for 6 to 10 units
- \$\_\_\_\_\_ 3. Cost per unit for 11 or more units

**III. Administrative ballot printer for Elections Office, capable of printing up to 2,000 ballots in sizes ranging from 11 inches to 17 inches in length at a rate of 30 ballots per minute**

\$\_\_\_\_\_ Cost per unit for administrative ballot printers

**IV. Components and licenses required to administer System, including ballot layout, memory card preparation, accumulate vote totals by direct upload and electronic transmission and reporting vote totals.**

\$\_\_\_\_\_ Cost per unit for suite of products to administer System



**Price Sheet 6**  
**Depot Repairs – Time and Materials**

**I. Precinct ballot counter, ballot box, ballot marking device**

\$ \_\_\_\_\_ A. Cost per unit for repairs to precinct ballot counter

\$ \_\_\_\_\_ B. Cost per unit for repairs to ballot box

\$ \_\_\_\_\_ C. Cost per unit for repairs to precinct ballot marking device and printer

**II. Central counting components**

\$ \_\_\_\_\_ A. Cost per unit for central ballot counter

\$ \_\_\_\_\_ B. Cost per unit administrative components to operate central ballot counter

**III. Components required to administer System, including ballot layout, memory card preparation, accumulate vote totals by direct upload and electronic transmission and reporting vote totals.**

\$ \_\_\_\_\_ A. Cost per unit for System administrative components

**Price Sheet 7**  
**Spare Parts and Consumables**

**List spare parts and consumables required for the operation, maintenance and repair of the following System components.**

1. Precinct ballot counters

\$ \_\_\_\_\_ a. \_\_\_\_\_

\$ \_\_\_\_\_ b. \_\_\_\_\_

2. Ballot boxes for precinct ballot counter

\$ \_\_\_\_\_ a. \_\_\_\_\_

\$ \_\_\_\_\_ b. \_\_\_\_\_

3. Precinct ballot marking devices and separate printers (if applicable)

\$ \_\_\_\_\_ a. \_\_\_\_\_

\$ \_\_\_\_\_ b. \_\_\_\_\_

4. Central ballot counters and related administrative components

\$ \_\_\_\_\_ a. \_\_\_\_\_

\$ \_\_\_\_\_ b. \_\_\_\_\_

5. Administrative ballot printers for Elections Office

\$ \_\_\_\_\_ a. \_\_\_\_\_

\$ \_\_\_\_\_ b. \_\_\_\_\_

6. Suite of components to administer System

\$ \_\_\_\_\_ a. \_\_\_\_\_

\$ \_\_\_\_\_ b. \_\_\_\_\_

**Price Sheet 8  
System Implementation**

**I. User training**

- A. Training in setup and operations of precinct ballot counters, ballot boxes and ballot marking devices – training for up to ten County staff persons**
- B. Training in setup and operations of central ballot counters and related administrative components – training for up to ten County staff persons**
- C. Training in testing, maintenance and repairs of precinct and central ballot counters, ballot boxes, and ballot marking devices – training for up to six County staff persons**
- D. Training in System administration – training for up to eight County staff persons**
  - 1. Ballot layout and preparation,
  - 2. Preparation of memory devices for both ballot counters and ballot marking devices,
  - 3. Compilation of vote totals from precinct and central ballot counters,
  - 4. Preparing reports for proofing ballots
  - 5. Preparing summaries of election results for posting on the County and state websites.
  - 6. Other functions needed to administer the System.

**II. System implementation**

- A. Itemize all Vendor implementation expenses, if any**
  - 1. Vendor activities required to successfully implement System
    - a. Estimated time required (in hours)
    - b. Hourly rates
- B. Technical support for System administration**
  - 1. Initial System implementation
  - 2. Post-implementation technical support for System administration
  - 3. Election Day technical support
    - a. Onsite at County elections office
    - b. By telephone, video conference or other remote method

**Price Sheet 9**  
**Trade-In of Existing County Voting System Components**

**I. Precinct ballot counter (Accuvote) and ballot box**

- \$ \_\_\_\_\_ 1. Price per unit for 1 to 200 units
- \$ \_\_\_\_\_ 2. Price per unit for 201 to 400 units
- \$ \_\_\_\_\_ 3. Price per unit for 401 or more units

**II. Automark ballot marking device**

- \$ \_\_\_\_\_ 1. Price per unit for 1 to 200 units.
- \$ \_\_\_\_\_ 2. Price per unit for 201 to 400 units.
- \$ \_\_\_\_\_ 3. Price per unit for 401 or more units.

**III. Memory cards for Accuvote**

- \$ \_\_\_\_\_ 1. Price per unit for 1 to 200 units
- \$ \_\_\_\_\_ 2. Price per unit for 201 to 400 units
- \$ \_\_\_\_\_ 3. Price per unit for 401 or more units

**IV. Memory cards for Automark**

- \$ \_\_\_\_\_ 1. Price per unit for 1 to 200 units
- \$ \_\_\_\_\_ 2. Price per unit for 201 to 400 units
- \$ \_\_\_\_\_ 3. Price per unit for 401 or more units

**Price Sheet 10**  
**Buyback of System Components**

**I. Precinct counting components**

\$\_\_\_\_\_ Price per unit for precinct ballot counter, ballot box, original and duplicate memory devices

\$\_\_\_\_\_ Price per unit for precinct ballot marking device, including any printers required, and original and duplicate memory devices

**II. Central counting components**

\$\_\_\_\_\_ Price per unit for central ballot counter, including scanning device and associated administrative equipment to compile and store votes

**Price Sheet 11**  
**Ballot Layout and Printing**

**I. Ballot layout and coding**

\$\_\_\_\_\_ Price per precinct

\$\_\_\_\_\_ Price per office or ballot question

\$\_\_\_\_\_ Price per candidate

**II. Memory device preparation**

\$\_\_\_\_\_ Price per precinct

\$\_\_\_\_\_ Price per device

**III. Ballot printing**

**A. 8.5 inches by 11 inches, printed both sides**

\$\_\_\_\_\_ Price per ballot for 1 – 9,999 ballots

\$\_\_\_\_\_ Price per ballot for 10,000 to 49,000 ballots

\$\_\_\_\_\_ Price per ballot for 50,000 or more ballots

\$\_\_\_\_\_ Price for additional 100 ballots \$\_\_\_\_\_

Price reduction for one-sided printing only

**B. 8.5 inches by 14 inches, printed both sides**

\$\_\_\_\_\_ Price per ballot for 1 – 9,999 ballots

\$\_\_\_\_\_ Price per ballot for 10,000 to 49,000 ballots

\$\_\_\_\_\_ Price per ballot for 50,000 or more ballots

\$\_\_\_\_\_ Price for additional 100 ballots \$\_\_\_\_\_

Price reduction for one-sided printing only

**C. 8.5 inches by 17 inches, printed both sides**

\$\_\_\_\_\_ Price per ballot for 1 – 9,999 ballots

\$\_\_\_\_\_ Price per ballot for 10,000 to 49,000 ballots

\$\_\_\_\_\_ Price per ballot for 50,000 or more ballots

\$\_\_\_\_\_ Price for additional 100 ballots \$\_\_\_\_\_

Price reduction for one-sided printing only

## **Evaluation Criteria for County Review of Voting System Proposals**

### **A. Evaluation and Recommendation of Proposals**

The RFP does not commit the County to award a contract. Submission of a proposal as provided herein shall neither obligate nor entitle a Proposer to enter into a contract with the County. The County reserves the following rights, to be exercised at the sole discretion of the County: 1) to determine whether any aspect of a proposal satisfactorily meets the criteria established in this RFP; 2) to seek clarification or additional information from any Proposer(s); 3) to negotiate, sequentially or simultaneously, pricing and/or terms with any Proposer(s) or contractor(s) that did not submit a proposal; 4) to reject any or all proposals with or without cause; 5) to waive any irregularities or informalities in a proposal; 6) to cancel and/or amend by addenda this RFP, in part or entirely; and 7) to award multiple contracts to Proposers and/or contractors that did not submit proposal.

### **B. Evaluation of Responsiveness**

The County will consider all the material submitted by a Proposer to determine whether the Proposer's offer is in compliance with the terms and conditions set forth in this RFP. Responses that do not comply with the provisions in this RFP may be considered nonresponsive and may be rejected.

### **C. Functional Demonstration**

After proposals have been submitted, the Proposer must provide the County with a functional demonstration of the complete voting system, using ballot configurations provided by the County from the 2012 state primary and the 2012 state general election. Key personnel identified above should be present at the functional demonstration.

### **D. Evaluation Criteria**

1. County evaluation of proposals submitted by the Proposers may include, but are not limited to, the following criteria.
  - a. Proposer's expertise and experience with projects of similar scope
  - b. Proposer's past performance with implementation of similar Systems



- c. Proposer's interview and System demonstration
  - d. Proposer's proposed cost schedule, including both the total cost to the County of:
    - i. One-time System acquisition costs
    - ii. Annual System operating costs, including all fees, licenses and other payments from the County to the Propose to operate the System
  - e. Completeness, quality and responsiveness of the Proposer's proposal.
  - f. Proposer's ability to produce quality reports and graphs.
2. Each of the counties who are party to this RFP may use its own process for evaluating proposals.
  3. A Proposer is not required to respond to each item in Attachments 1 and 2 of this RFP, but failure to do so may have an effect on the recommendation made to the County's governing body to approve a contract with the Proposer.

**E. Selection of Proposal**

The governing body of the County or its designee may consider or reject any evaluations or recommendations made to it by County staff for any or all proposals. Such evaluations are for the sole benefit of the governing body of the County or its designee, and as such, they are not binding upon the County, nor may they be relied upon in any way by a Proposer.

**F. Costs will be determined from the following formula:**

1. Initial costs
  - a. One precinct ballot counter, ballot box and ballot marking device for each precinct in the County
  - b. Number of central ballot counters needed to count 50,000 ballots in one 12 hour period
  - c. At least one administrative ballot printer in each of the counties
  - d. At least one suite of components to administer the System in each of the counties
  - e. Trade-in prices for ballot counters, ballot boxes and memory cards

- f. Implementation costs
- 2. Ongoing costs
  - a. Annual licenses for use System components
  - b. Annual maintenance of System components
  - c. Buyback of 10% of precinct ballot counters, ballot boxes and ballot marking devices at the end of the fourth year of the agreement

12-31-14