

**THIS IS A DRAFT. THIS IS NOT THE FINAL REQUEST FOR PROPOSAL(S).**  
**REQUEST FOR PROPOSAL**

**RFP # 4717-06**

**New Voting Tabulation System**

**SUBMITTAL DUE DATE**

**JANUARY 27, 2006**

**2:00 p.m.**

**BOULDER COUNTY PURCHASING  
JENNY OLBERDING  
PURCHASING AGENT**

**2020 13<sup>TH</sup> STREET  
BOULDER CO 80302  
(303) 441-3525**

**P O BOX 471  
BOULDER CO 80306  
(303) 441-4524**

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**MISCELLANEOUS TERMS AND CONDITIONS**

- 1. Proposers are expected to examine the drawing, specifications, schedule of delivery, and all instructions. Failure to do so will be at the proposer's risk.**
- 2. Each proposer shall furnish the information required in the proposal.**
- 3. The Contract/Purchase Order will be awarded to that responsible proposer whose submittal, conforming to the Request for Proposals, will be most advantageous to the County of Boulder, price and other factors considered.**
- 4. The County of Boulder (Office of Purchasing) reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received, and to accept any portion of or all items proposed if deemed in the best interest of the County of Boulder to do so.**
- 5. The successful proposer will be required to furnish and pay for satisfactory performance and payment bond, or bond, when so stipulated in the "Request for Proposal".**
- 6. No submittal shall be withdrawn for a period of thirty (30) days subsequent to the opening of RFPs without the consent of the County Purchasing Agent or delegated representative.**
- 7. A signed purchase order or contract furnished to the successful proposer results in a binding contract without further action by either party.**
- 8. Late or unsigned RFPs will not be accepted or considered. It is the responsibility of proposers to insure that the RFP arrives in the office of the County Purchasing Agent prior to the time indicated in the "Request for Proposal."**
- 9. NOTE: IN ORDER TO REMAIN ON "ACTIVE BIDDERS LIST" IT IS IMPERATIVE THAT ALL RFPs BE RETURNED. IN THE EVENT OF "NO BID." PLEASE SIGN RFP, INDICATING "NO BID" AND RETURN.**
- 10. The proposed price shall be exclusive of any Federal or State taxes from which the County of Boulder is exempt by law.**
- 11. After RFP's are officially released to vendors, any interpretation, correction or change of the RFP Documents will be made by Addendum. Interpretations, corrections and changes of the RFP Documents made in any other manner will not be binding, and proposer shall not rely upon such interpretations, corrections and changes. The County's Representative will not be responsible for oral clarification.**

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12. **Confidential/Proprietary Information:** RFPs submitted in response to this “Request for Proposal” and any resulting contract are subject to the provisions of the Colorado Public (Open) Records Act, 24-72-201 et.seq., C.R.S., as amended. Any restrictions on the use or inspection of material contained within the proposal and any resulting contract shall be clearly stated in the RFP itself. Any restrictions on the use or inspection of material contained within the RFP and any resulting contract shall be clearly stated in the RFP itself. Confidential/proprietary information must be readily identified, marked and separated/packaged from the rest of the proposal. Co-mingling of confidential/proprietary and other information is NOT acceptable. Neither a proposal, in its entirety, nor proposal price information will be considered confidential/proprietary. Any information that will be included in any resulting contract cannot be considered confidential.
  
13. **Boulder County promotes the purchase/leasing of energy efficient, materials efficient and reduced toxic level products where availability, quality and budget constraints allow. Bidders are expected whenever possible to provide products that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency with power management features enabled. Bidders are encouraged to offer products and equipment with post consumer recycled-content materials. Products should be packaged and delivered with a minimum amount of recycled packaging that adequately protects the product, but is not excessive.**

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**1. Introduction and Background.**

This Request for Proposals (RFP) is being issued by the Boulder County Clerk and Recorder. The Clerk is the elected official responsible for conducting and administering elections in Boulder County, Colorado and the Board of County Commissioners (BOCC) is responsible for contractual obligations and disbursement of Funds in general.

The Boulder County Clerk and Recorder (the "Clerk") is soliciting competitive proposals for Help America Vote Act (HAVA) and State compliant voting systems. The solutions chosen will include voting devices, vote tabulation software, installation services, training, and support services.

Throughout this RFP the terms Vendor, Proposer and Bidder shall mean the same thing and be used interchangeably.

A Pre-Proposal Conference will be held at Boulder County Clerk and Recorders on Tuesday, January 10, 2006 at 9:00 A.M. in the Houston Room located at 1750 33<sup>rd</sup> Street, Boulder, Colorado. Please contact Josh Liss if you need further information at 303.441.7745. Although the pre-proposal is non-mandatory, vendors are strongly encouraged to attend.

Any questions from vendors/proposers regarding the scope of services or the terms and conditions of the Request for Proposal must be submitted in writing to Jenny Olberding, or Aida Cavalier via e-mail at jolberding@co.boulder.co.us and acavalier@co.boulder.co.us. The County must receive inquiries on or before 4:00 p.m on January 11<sup>th</sup>, 2006. The County's response will follow via-email or fax, no later than January 13<sup>th</sup>, 2006

*There is an explicit prohibition against vendor contact with county officers and officials about the terms, conditions, or content of this RFP, other than through the contact listed above. Violation of this prohibition shall result in disqualification of a vendor from the competitive selection process.*

**RFPs are due in the Purchasing Office for time and date stamping by 2:00 P.M. January 27, 2006.**

One (1) original and Ten (10) copies of the RFP must be submitted in a sealed container, double-sided, unbound and on at least 30% post consumer waste paper. All submittals must be clearly marked as **RFP #4717-06**, and delivered to the Purchasing Section, located at 2020 13th Street, 1st Floor, Boulder, or mailed to P.O. Box 471, Boulder, CO 80306. All Overnight, Express and Priority Mail should be directed to the above street address. Any RFP received after the due date and time will be returned unopened to the bidder. **No faxed or emailed RFPs will be accepted.**

The Board of County Commissioners and the Clerk reserve the right to reject any and all bids, to award to one or more vendors partial awards, and to waive any informalities or irregularities therein, and to accept the proposal that, in the opinion of the Board and Clerk, is in the best interest of the County of Boulder, State of Colorado. The Board and/or Clerk reserve the right to terminate this RFP at any time prior to contract execution. No prior, current, or post-award verbal conversation or agreement(s) with any officer, agent, or employee of the Clerk or County shall affect or modify any terms or obligations of this RFP, or any contract resulting from it.

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Americans with Disabilities Act (ADA):**

If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator, or the Human Resources office at (303) 441-3508 at least 48 hours before the scheduled event.

The governing body of Boulder County (the “County”) is the Boulder County Board of County Commissioners (the “Board”) which is also responsible for the funding of the County Clerk’s operations. The successful vendor may have an opportunity to negotiate a contract with the County. A decision by the Clerk to recommend that the Board of County Commissioners authorize and fund a contract with a particular vendor does not create any contract entitlement. It is expressly understood that any and all contract negotiations between successful vendors are subject to the consideration and approval of the Board, which may accept or reject any proposed contract in its sole discretion. The vendor’s responses to the R.F.P. may be included in any eventual contract.

Colorado law authorizes the use of three types of election systems for elections conducted after January 1, 2006: paper ballots, optical or digital scan and direct recording electronic (DRE) systems. The Clerk currently uses the Hart InterCivic Ballot Now system and central count digital scanners to count absentee and mail ballots. This RFP is intended to solicit proposals for a hybrid system that employs components of the latter two systems authorized by the state. The systems will be used at approximately 235 precinct polling locations, or approximately 40 to 50 Vote Center locations. All responses to this RFP must provide proposals for both voting methods.

This RFP is being issued to all vendors of systems of election equipment of which the Clerk is aware. Additionally, a notice of its issuance will be published in the Longmont Times-Call, the paper of record for Boulder County. Copies of this RFP are freely available upon request and posted on the Boulder County Clerk and Recorder’s website at [www.co.boulder.co.us/elections](http://www.co.boulder.co.us/elections) and Boulder County Purchasing website at [www.co.boulder.co.us/rfp](http://www.co.boulder.co.us/rfp).

Prior to the official release of the final RFP, a draft copy will be posted on the Clerk’s website for public review and comment. The draft RFP will be posted at <http://www.co.boulder.co.us/clerk/elections/> beginning Thursday, December 22, and will remain there until 9:00 a.m. on Wednesday, December 28. Citizens can visit the website, read the draft and submit comments or proposed language to the Clerk for consideration in the final RFP. Persons wishing to submit comments to the draft RFP should visit the Clerk and Recorder’s website or fax their comments to 303-413-7750. Only written comments will be accepted. The comment submission period ends at 9:00 a.m. on December 28, 2005.

In the event a vendor cannot meet any specific technical requirement herein, vendor is encouraged to submit a response with an explanation why the requirement cannot be met or why it is unnecessary.

Among other rights in this RFP, the County reserves the right, at its sole discretion:

1. To decide whether a proposal does or does not substantially comply with the requirements of this RFP;
2. To obtain and/or provide references to other public agencies, organizations, and individuals, , regarding a vendor’s performance on other (any and all) contracts;

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3. To accept entire responses or portions of responses from one vendor or multiple vendors;
4. If the County determines, in good faith, that a proposal is non-responsive to any requirement or obligation of the RFP it shall not be required to conduct any further review, or analysis or reference checks regarding the RFP in question and the Vendor that submitted it;
5. To use information submitted in response to this document in any manner it may deem appropriate in evaluating the fitness of the solutions proposed, the capability of vendors to perform and deliver the goods and services requested in this RFP, and the financial stability of the vendors and all subcontractors.

**1(A) Legal Requirements**

- (a) The vendor's proposed systems and functionality provided by the systems and all voting devices shall comply with all provisions of Federal, State, and local election laws and regulations, and future modifications to those laws and regulations.
- (b) Vendors' proposals shall contain detailed narrative (a) affirming that the vendor's authorized representatives have read and understand all applicable Federal, State, and local election and information technology laws and regulations, (b) affirming specifically that the vendor's authorized representatives have read, understood, and agree to comply with the requirements of the Help America Vote Act of 2002, (c) affirming specifically that the vendor's authorized representatives have read, understood, and agreed to comply with the requirements of Colorado Title 1 C.R.S., (d) affirming specifically that the firm's authorized representatives have read, understood, and agreed to comply with the requirements of the Secretary of State Rules, (e) affirming that the proposed system and functionality provided by the election management system and all voting devices shall comply with all provisions of Federal, State, and local election and information technology laws and regulations, and future modifications to those laws and regulations, and (f) describing actions the firm will take to keep the proposed voting system supplied to the County in compliance with all applicable election laws and regulations.
- (c) Vendors' proposals shall include narrative descriptions of the following:
  1. Any outstanding legal actions or potential claims against the prime vendor, prime vendor's owners, prime vendor employees or any party associated with the vendor's proposal and a brief description of any such action,
  2. Any settled or closed legal actions or claims against the prime vendor and all subcontractors over the past five (5) years,
  3. Determinations or rulings against the prime vendor or any subcontractors in a Federal, state or local court of law in a court case involving the use of any of its voting systems,
  4. Decertification of any of the vendor's systems, equipment, or software by any Federal, state, or local jurisdiction and the reason for Decertification,
  5. Debarment actions taken by any state or local government against the prime vendor and all subcontractors during the past five (5) years

**2. Certification.**

As an election authority within the State of Colorado, the Clerk is prohibited by law from purchasing any system that is not certified by the Colorado Secretary of State. Each vendor is responsible for acquainting

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itself with the Colorado Secretary of State's procedures required for appropriate certification and to become certified in an appropriate and timely fashion. The Colorado Secretary of State's certification procedures reference the standards of the National Association of State Election Directors and the Voting System Standards of the Federal Election Commission. Additionally, the Help America Vote Act of 2002 (HAVA) has established requirements that any election system must meet before the Clerk can consider a purchase. Each vendor is responsible for acquainting itself with the standards and procedures required for appropriate certification, and to be certified in a timely fashion. As a part of their proposal, each vendor must disclose any certification issues or problems in which the system that is the subject of their proposal has been involved in, in any jurisdiction in the United States. Additionally, each vendor must include in its proposal the status of their attempt to obtain certification if they are not yet certified by the deadline to submit proposals. This RFP award is contingent on Secretary of State Certification for system use in the State of Colorado.

**3. System requirements.**

Any submission must describe how the proposed system will meet the requirements set forth in this section.

3.1. **Capacity.** The layout of the ballot for Boulder County can require more than 300 ballot styles. Any proposed system must be capable of handling a ballot of such size. Moreover, it must be able to manage this large ballot in multiple languages and in a fashion that does not reveal the language of the voter. An optical or digital scan ballot system must set out the largest size of its ballot sheet needed to accommodate the Clerk's ballot, bearing in mind the need to have multi-lingual ballots. Ballots must comply with Colorado law on printing and type size. Vendors contemplating proposing an optical or digital scan system can anticipate being requested to provide a ballot mock-up using the County's 2004 Primary and General Election ballot.

3.2. **Secrecy of the ballot.** Colorado law requires that a voter be able to cast a ballot in absolute secrecy. Any proposed system must be capable of satisfying this requirement. An essential element of preserving ballot secrecy is the voting booth, and any proposal must detail the voting booth used in the proposed system and how the booth will ensure voter secrecy.

3.3. **Write-in votes.** Colorado law requires that a voter be able to write-in a vote for any office for which there is a qualified write-in candidate. Any proposed system must be capable of accommodating this requirement.

3.4. **Prevention of overvotes.** Colorado law requires that a system not count a vote when a voter overvotes for an office. Any proposed system must allow a voter to correct an overvote before the ballot is finally voted.

3.5. **Notification of undervote.** Any proposed system must include a mechanism that would allow for the machines to be set up to alert a voter that he or she has failed to cast a vote for one or more offices or ballot issues/questions before the vote is finally cast, and provide an opportunity to correct the undervote. The mechanism must be capable of allowing the Clerk to configure the detection of undervotes for certain races selected by the Clerk in which there is an undervote. By way of example, the Clerk might want to set up the machines to detect undervotes only in contested elections and not in uncontested elections or

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not look for undervotes at all.

**3.6. Changing of vote by voter during the voting process.** In accordance with Colorado law, any proposed system should allow a voter to change a vote up to three (3) times during the process of voting before the vote is actually cast. It is anticipated that in a paper-based system, such as optical or digital scan, this would entail spoiling a ballot and having a new ballot issued. The proposal should explain in detail how the vendor anticipates this being accomplished with their system.

**3.7. Ballot integrity or ballot control mechanism.** Any proposed system must have secure mechanisms for insuring that all ballots cast are authorized by the election judges in that polling place, and that no external, unauthorized or “rogue” ballot or votes are cast. Since ballot security is essential, vendors must be prepared to demonstrate these specific security aspects of any proposed system.

**3.8. Primary ballots.** Any proposed system must be capable of accommodating the ballots of no fewer than nine different parties in a primary election.

**3.9. Voters with physical disabilities.** Pursuant to the provisions of HAVA, all voters must be capable of casting a ballot independently, without assistance or without the intervention of election judges, in all elections held after January 1, 2006. Any proposed system must be capable of accommodating this need. Additionally, any proposed system must be able to accommodate voters with mobility restrictions. Any proposal submitted must detail the mechanisms through which a visually impaired voter and a voter with limited or no manual dexterity will be able to cast a ballot independently. Any proposal submitted for DRE-based system must set out in detail the features of its audio component for voters with visual disabilities, including whether it uses a recorded human voice or a synthesized voice, the process by which the audio is prepared and programmed, its use of languages other than English, and the mechanism by which the voter records a vote. Vendors proposing a DRE-based system shall explain how their systems would be compatible with an optical or digital scan system and with the County’s current Ballot Now central count system, should the DRE based system be deployed primarily to meet the needs of voters with disabilities.

**3.10. Ballot changes.** The Clerk usually must accommodate last-minute ballot changes due to court orders. Any proposed system must have a demonstrated capacity to handle such changes expeditiously and simply. Any proposal submitted must detail the process through which the ballot changes are effectuated, taking into account that some changes will need to be made after the components of the system have been delivered to the individual election polling places or Vote Centers.

**3.11. Power failure contingency.** Any proposed system must be able to allow continued voting even if the polling place loses electrical power for an extended period. Any proposed system must have a mechanism for the continuation of voting on the system for at least four hours, up to eight if possible, under such circumstances, without compromising the security and secrecy of the voting process. Because the Clerk may not own or manage the sites at which polling places or Vote Centers are located, any proposed system must be able to cope with a wide variety of electrical supply situations, including unfavorable ones, such as varying voltage, spikes, low amperage capacity, few outlets, non-grounded outlets for two-pronged plugs.

**3.12. Transmission of in-polling place results.** Currently the Clerk does not use wireless transmission

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of the voting results from the polling places to the centralized counting locations. Any proposed system must address the issue of wireless transmission of voting results from the individual polling places to the Clerk's central location. This capacity must be addressed at a level of technical sophistication sufficient to allow comparison with other proposals. Proposals must also specifically address the anticipated costs associated with the transmission process, either based upon the experience of entities using the vendor's equipment or verifiable cost estimates. Additionally, any proposed system must be capable of a wire-based transmission of results from the polling places to the central location.

3.13. **Absentee balloting.** Under Colorado law, voters are allowed to cast a ballot before Election Day, either by mail or in-person. Any proposed system must include components that provide for both types of absentee balloting (optical or digital scan for ballots sent through the mail, and DRE voting for absentee votes cast in our office). Any proposed system must have the ability to merge these two modes prior to adding those totals to the votes cast at the polls.

3.14. **Early voting.** DRE systems must be able to accommodate all ballots styles, including multi-language, in any size election. The system must be able to provide separate totals, and have the ability to merge with absentee results and polling place or Vote Center results to tabulate total ballots cast.

3.15. **Vote Centers.** A Vote Center is a polling place where any voter in the county may go to vote. Vote Centers are similar to Early Voting sites, except they are only used on Election Day. The Clerk anticipates the possible need for 40 to 50 Vote Center locations throughout Boulder County for use in the 2006 Primary and General Elections. Any proposals should be formatted to include separate sub-proposals for the number of systems recommended for use in a Vote Center election.

3.16. **Election Day set-up and testing.** Any proposed system must be equipped with a self-testing capability, in order to identify any need for maintenance or substitution as expeditiously as possible. A system must be able to produce a paper "zero tape" evidencing the fact that the system has no votes recorded on it at the opening of the polls. Vendors should detail the personal support that they will provide in the days and weeks prior to an election for the purposes of set-up, testing, maintenance, trouble-shooting and assisting with any issues that arise close to an election.

3.18. **The creation of a paper record by DRE systems.** DRE systems in Colorado must produce a voter-verifiable paper audit trail (VVPAT) of each voter's choices for use in a recount or redundant check. Any proposed DRE system must be capable of producing and storing such records, and must be capable of creating them without delaying the use of a voting station by the succeeding voter.

3.19. **Internal back-up capacities of DRE systems.** Any proposed DRE system must have the capacity to maintain at least two internal back-ups of the votes that have been cast on the system. Such a system must allow for the reconstruction of each individual voter's ballot choices without compromising the secrecy of the voter's identity. These back-ups must form part of the audit trail for DRE systems.

3.20. **Provisional ballot capacities of DRE systems.** Any proposed DRE system must have the capacity for allowing provisional ballots to be cast on the system, holding them in abeyance until the registration information of the voter can be checked. Any proposal submitted must detail the mechanism through which provisional ballots are cast and stored on the system, and how they are included in the vote totals, or excluded, when the eligibility of the voter has been determined.

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**3.21. Availability of PDF files for Sample/Absentee ballots.** Under Colorado law, the Clerk must make available a sample ballot that accurately reproduces the face of the ballot that is used in the polling place. The Clerk has historically used these for absentee balloting as well. An optical or digital scan system must be able to make available to the Clerk a PDF file of all ballot pages of each ballot style to be used for the production of sample/absentee ballots. A DRE-based system must be able to make available to the Clerk a PDF file of every screen created for an election to be used for the production of sample/absentee ballots. Additionally, it may be necessary for DRE-based systems to be able to supply a PDF file of ballot options in a form more suitable for printing and reproduction than screen images may be.

**3.22 Equipment.** Vendor shall provide pricing for a minimum of one (1) DRE and one (1) optical or digital scanner, together with software and equipment, at each of the 235 polling places. In addition, as Boulder County is strongly considering the use of Vote Centers for the 2006 Primary and General Elections, vendors shall provide alternative pricing for enough DREs and optical or digital scan units to accommodate 40-50 Vote Center locations. Unit pricing for each additional machine shall also be provided. Vendor shall provide pricing for Transport cases and storage shelves. All pricing shall include all annual software licensing, warranties, training and installation. See Exhibit A which must be completed and submitted with any proposal.

**4. System attributes, capabilities and layout.**

In addition to satisfying the requirements set out in section 3, any proposed system must have the following additional capacities and attributes:

**4.1. Storage.** Any proposal must detail the conditions under which the hardware and other tangible components, including paper for audit trails, must be stored to assure optimal operation. This should include, but is not limited to, permissible extremes of temperature and humidity, whether the components need to be kept electrically charged, or need to be charged prior to shipment to the polling place. Any limitations on stacking must also be set out, as well as any other physical limitations that must be observed in the storage of the system's hardware components. The proposal must also state whether there are any components that do not require special storage accommodations.

**4.2. Transport.** Each polling place must receive a delivery of election equipment in the days immediately preceding an election. Any proposal submitted must detail the physical parameters within which the hardware components of the proposed system must be shipped. A proposal must also detail the extent to which hardware components require custom-made or customized shipping containers or cases, and whether such containers or cases are part of the proposal. The proposal must also state the total weight of all the system components, and their cases or containers, required in each polling place.

**4.3. Maintenance schedules and supplies.** The Clerk anticipates any contract resulting from this RFP will include a detailed section regarding the maintenance of the hardware components of the system. Any proposal submitted must detail the maintenance anticipated for the system in question, including a maintenance schedule. The anticipated cost of maintenance for each of the first five years of the system's use must be set forth in any proposal.

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4.4. **Programming of DRE/Optical or Digital Scan Ballots.** One of the most essential pre-election tasks in a system is the “loading” of ballot information into the individual voting units. It is necessary that this process be as automated and efficient as possible. Any proposal submitted must set forth in detail the steps, time required, and plan of the vendor to assist the Clerk to complete the programming of the voting units, including any ballot formatting steps if that is a part of the process. Any proposed system must interface with the Sequoia *Integrity* Voter Registration System (Integrity) and the Hart InterCivic Ballot Origination Software System (BOSS) so as to be able to import information relating to ballot styles, precincts, offices and candidates.

4.5. **Election Day vendor support.** Any submitted proposal must detail the plan of the vendor to provide Election Day support for the first four (4) years that the vendor’s proposed system is used. The plan must set forth anticipated staffing levels by the vendor’s personnel, indicating the support duties of each type of employee, and also detail the procedure for swapping out any non-performing component of the system at any voting locations. It is expected that personal technical support for each election will actually begin prior to Election Day. Please provide a detailed explanation of when personal, on-site support will be available prior to any Election Day.

**4.6 Security Requirements**

4.6.1 Configuration Management

- (a) Vendors shall provide a discussion of their code development process and tools used to test for security and consistency of operating system procedures and system architecture wherever applicable. Also provide information about your product and production facilities standing with regard to applicable ISO standards.
- (b) Also discuss the change control process documentation and vendor's track adherence to development practices and architecture rules.
- (c) Vendors' proposals shall specify their firm's internal quality assurance and configuration management policies and practices. Specifically, the proposals shall discuss steps taken to assure that (a) their system will meet the County's business and functional requirements when delivered, installed, and accepted, (b) their system will continue to meet those requirements as they change, and (c) provided updates will not "regress" or otherwise interfere with County operations.
- (d) The proposals shall present a detailed listing, with examples, of quality assurance, configuration management, and company-prepared system test documentation that will be provided to a County elections office with each new hardware, firmware, or software release and upgrade to demonstrate points (a), (b), and (c) in the above paragraph.

4.6.2 Audit

- (a) Vendors in their proposals shall list and discuss (1) the nature of annual, internal security audits undertaken of their voting systems software and voting systems software development processes and (2) quality process and security certifications held by their staff members who have direct responsibility for work on or with the voting system software development and maintenance team.

4.6.3 Configuration Control

- (a) Vendors' proposals shall contain a detailed description of the configuration control and management software used by the vendor to assure that only correct, tested and certified versions of firmware and software are delivered and installed at the County at all times. If the vendor uses internally developed software to manage its voting system configuration,

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the proposal shall state that condition and provide a general description of the software. If the vendor uses a commercial software product for its configuration control and configuration management, the proposal shall provide the name of the commercial configuration control software in use. Under either circumstance, the vendor shall state how long it has used the in-house or commercial configuration control software.

4.6.4 Procedures and Administration

- (a) Vendors' proposals shall describe steps their project team will take during EACH PHASE of delivering the goods and services required for the proposed voting system to assure the highest possible level of information system security. Vendors' proposals shall discuss in detail:
- (1) The steps the vendor shall take and documentation they will provide to assure security (including system confidentiality, integrity, and availability) is built into the (i) systems hardware, (ii) systems firmware, (iii) database, and (iv) software designs,
  - (2) The steps the vendor shall take during administrator training, user training, and system installation to promote good information system security awareness and procedures,
  - (3) The steps the vendor shall take to assist the County elections office in developing an information system security plan and business continuity plan for the county's voting system,
  - (4) The specific experience of members of the vendor's proposed team in implementing information system security procedures in other voting system and information system projects, and
  - (5) The specific training and certification of members of the vendor's proposed team in the areas of information system security and business continuity planning.
- (b) Among the steps listed in subparagraph (a), above, vendors' proposals shall include a discussion of the encryption/decryption software and processes included in the vendor's proposed system that will cover all data transmissions in the proposed voting systems' (i) DRE devices, (ii) medium-duty optical scan devices, (iii) heavy-duty optical scan devices, (ii) system controllers (if any), and (iii) County vote tabulation server.
- (c) The vendor's responses to this question should be included in a completely separate section of the proposal labeled "SYSTEM SECURITY INFORMATION: CONFIDENTIAL." To the extent permitted under Colorado State Law and consistent with sound information system security practices, Boulder County shall refrain from releasing the responses to this requirement as public information.

4.6.5 Encryption

- (a) Vendors shall specify all points at which voting setup data, passwords, and voting data are stored and transmitted in (1) clear text or (2) encrypted formats. Vendors shall specify the level of encryption (for example, 128 bit) and all encryption standards used in their voting systems.

4.6.6

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Vendors' proposals shall discuss the firms' experience with archiving digitally signed versions of its (1) source code and (2) executable code for both firmware and software versions in nationally recognized and industry-accepted archival facilities. The proposals shall provide a statement whether any election jurisdiction has used the digitally signed software versions to compare against versions installed in the election jurisdiction for production use.

4.7.7

Vendors' proposals shall contain a list of all election jurisdictions that have conducted security risk assessments, security management assessments, or source code security reviews of the vendors' proposed voting systems or their components. The list shall include reviews conducted by election jurisdictions, whether by internal election staff or by independent third-party agents. The proposals shall discuss actions taken to mitigate security vulnerabilities and risks that those reviews identified.

4.7.8

Vendors' proposals shall contain a description of and commitment to the firm's procedures for periodically depositing the complete source code of all software and firmware provided for use in the State of Colorado according to the details identified in Secretary of State Rule 11, and Title 1, C.R.S.

## **5. Testing.**

5.1. **Consolidated Election testing.** Any proposal submitted must contain a provision for providing the Clerk with sufficient equipment, software and other components to allow the Clerk to utilize the equipment in any elections that occur prior to delivery of equipment.

5.2. **Acceptance testing.** Any contract resulting from this RFP will include a provision for acceptance testing of the system's hardware components upon their delivery to the Clerk. Any proposal submitted must set out a design for a course of acceptance testing, including a description of the resources and techniques to be used for such testing. It must also set out what personnel are responsible for conducting the testing, which portions of the testing are universal and which may be random, and what standards the hardware must meet to be considered to have passed the testing.

5.2.1. **Design of Acceptance Testing Specifications.** Any submitted proposal must contain detailed specifications and plans for the testing and acceptance of the voting system, including a testing timetable, identification of the resources and personnel needed to conduct such testing and benchmarks for acceptance. Written specifications shall be included in any written contract for purchase and will require the review and approval of the Clerk. Approval of the testing specifications by the Clerk will not constitute an understanding that the Clerk has accepted the system. The proposal must address specifically each of the points raised in this section and in the sections below.

5.2.2. **Timetable; Minimum Acceptable Service Level.** The vendor will be required, at the times set by the acceptance testing specifications and schedule, to conduct those tests of the voting system required pursuant to the procedures, criteria and descriptions set forth in those specifications and such other tests as are reasonably necessary in the opinion of the Clerk to establish that the voting system performs and operates and has the capacities in compliance with the standards and other requirements set forth in the acceptance testing specifications. The voting system will be required to satisfy a

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minimum acceptable service level of 99.9%. Acceptance testing shall be conducted on the Clerk's site using the Clerk's equipment in order to determine whether the system performs according to the functions, specifications and descriptions of the system as set forth in acceptance testing specifications and in the contract documents and to ensure that the system can be effectively utilized in the Clerk's operating environment, that it is capable of running on a variety of data without failure, and that it meets the run times required by the Clerk. The results of all testing must be thoroughly documented by vendor and provided to the Clerk for review. The Clerk's designated representatives must be permitted to observe and participate in any test or re-test conducted by the vendor. The vendor will be required to provide the Clerk with a written certification that the system complies with the installation and acceptance testing requirements of any contract with the Clerk.

**5.2.3. Delivery schedule for acceptance testing.** The vendor will be required to deliver to the Clerk for acceptance testing all ordered voting units and system components according to the schedule agreed to by the vendor and the Clerk. The proposal shall set forth a proposed schedule for such delivery and testing as referenced above.

**5.2.4. Failure of Acceptance Testing; Re-testing.** Any contract concluded pursuant to this RFP will reserve the right that if, in the Clerk's sole discretion, the Clerk determines that the System has not successfully completed the acceptance testing, the Clerk may notify the vendor that the system failed to pass the acceptance test and, at the Clerk's option, the Clerk can either terminate the contract or request the vendor to make such necessary corrections and modifications in the system as will permit the system to be ready for re-testing. The contract will further provide that if, in the Clerk's sole discretion, the system still fails to pass the acceptance test, the Clerk may notify the vendor in writing of such failure and the Clerk has the right, at the Clerk's option, to terminate the contract and draw upon any performance bond, letter of credit, surety or other form of guarantee provided for the benefit of the Clerk under the terms of any contract.

**5.2.5. Certificate of Completion.** Prior to system acceptance, the vendor will be required to deliver to the Clerk a certificate executed by the chief operating officer of the vendor warranting that the system is complete, has been successfully tested, satisfies all of the requirements of the contract documents, and is ready for system acceptance.

**5.2.6. System Acceptance.** In no event will final system acceptance occur prior to the use of the system by the Clerk in an actual county-wide primary or general election. Acceptance will only be final upon the transmittal of a written Certificate of Acceptance authorized and executed by the Clerk.

**5.2.7. Manuals and Checklists.** Vendor shall agree to provide the Clerk with sufficient copies of manuals and checklists.

## **6. Timeline.**

The Clerk anticipates that any system purchased must be fully in place for the first county-wide election of 2006. In order to achieve this, certain interim deadlines must be met. Vendors can anticipate that the process for awarding any contract for purchase of election machinery, and the contract itself, will require that the following dates be met:

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Issuance of RFP: December 30, 2005

Vendors' Conference and Site Visit: January 10, 2006

Questions due on: January 11, 2006  
Answer's due on: January 13, 2006

Vendor's Response to RFP due: January 27, 2006 (See: Paragraph 10)

Contract Awarded: March 2, 2006

Final delivery deadline: To Be Determined

Acceptance testing deadline: To Be Determined

County-wide 2006 Election Dates:

Primary Election: August 8, 2006  
General Election: November 7, 2006

**The Clerk reserves the right to change any of the above dates (with the exception of the election dates) as needed or convenient.**

## **7. Training, education and outreach.**

An essential element of the acquisition of any new system of election equipment is the process of education of those who will use it, election personnel, particularly warehouse staff and election judge trainers, election judges and the voters or general public. Any proposal submitted must include comprehensive plans for the education of all of these groups. These plans should be based on the prior experience of the vendor deploying the type of system proposed as well as any "human use research" conducted for the vendor and on input from the Clerk. The particular concerns of the Clerk as to education and training are set out in the subsections below.

### **7.1. Election staff training**

**7.1.1. Warehouse supervisor.** The supervisor at the warehouse of the Clerk will have the greatest amount of interaction with the hardware and set up of an election system in preparation for Election Day, as well as control of the processes of maintenance and storage between elections. The successful vendor should anticipate being capable of training the Warehouse Supervisor at the Clerk's warehouse. Materials and instruction for the Warehouse Supervisor must effectively prepare him/her for the tasks involved in pre-election preparation and final pre-shipment checking of any hardware components of an election system. Additionally, warehouse personnel must be instructed in the proper methods for preparing the machinery to be trucked to polling places. Finally, the Warehouse Supervisor must be instructed on properly executing post-election tasks: receiving the election machinery post-election, unpacking and checking it, and preparing the hardware for storage. As a part

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of this final task, the Warehouse Supervisor must be trained to perform any maintenance tasks pursuant to any contractual requirement. The Clerk anticipates that staff of the successful vendor will be assigned, using materials and techniques developed by the vendor, to conduct whatever training sessions are necessary at the warehouse.

**7.1.2. Other election staff.** Most election personnel will be affected in their jobs by the introduction of a new election system. Managerial and supervisory personnel will require a thorough understanding of all of the features and characteristics of the new system. Line staff will need to know about those attributes of the system that affect their particular tasks. The Clerk anticipates that staff of the successful vendor will be assigned, using materials and techniques developed by the vendor, to conduct whatever training sessions are necessary at the offices of the Clerk. The successful vendor should anticipate being capable of training as many full-time and hourly employees as the Clerk deems necessary to conduct elections. The vendor shall provide all training necessary to make the election office staff 100% independent of the vendor for election setup, acceptance testing of equipment, logic and accuracy testing, and routine systems diagnostics, as well as Election Day field support.

**7.1.2.1. Election judge trainers and training.** The introduction of a new system of election machinery places great demands on the election judges who staff the polling places on Election Day. The majority of the work of acquainting the judges with the new machinery and the effect that it has on their Election Day tasks will fall to the election judge trainers of the Clerk. The thorough training of the election judge trainers is an essential element of a successful transition to any new election system. The successful vendor should anticipate being capable of training at least 16 individuals in their capacity as election judge trainers. Unless the election judge trainers have mastered any new equipment, and the training curriculum supplied by the vendor, the judges they train will not be prepared to put it into use. The successful vendor must have in place a complete curriculum for election judge training and the means to impart to the trainers a mastery of the curriculum that they can bring to the election judge classroom. The curriculum should make use of audio-visual materials in addition to traditional print materials, including an election judge manual supplied in part by the vendor, and include hands-on demonstration and exercises as well as lectures and explanatory instructions. The curriculum must also include testing materials for administration after the judge training classes.

**7.1.3. Outside training consultants.** Vendors who feel that the extensive training responsibilities outlined in this RFP are beyond their corporate resources are encouraged to partner with independent professional training consultants to evolve a plan of training that will satisfy the Clerk's requirements. If so, the vendor must submit a detailed explanation of how they will partner with the consultant to provide the County with its needs as set forth herein. Any cost associated with the use of an outside consultant should be clearly set forth in addition to the costs the vendor would still incur in training even with the use of an outside consultant.

**7.2. Public outreach/Voter education.** Acquainting voters and potential voters with the new system is an essential element to introducing new election equipment. Components of an outreach plan must be coordinated with and approved by staff of the Clerk. Any proposal submitted in response to this RFP must include a detailed outreach plan regarding the introduction and operation of the new voting equipment.

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7.2.1. **Outreach Materials.** The successful vendor must provide expertise and assistance in producing outreach and voter education materials that include printed materials (mailers, brochures, instructions, polling place posters and signage, etc.) videos, advertisements, Frequently Asked Questions, online materials (including a simulation of the voting process using the DRE online on the Clerk's web site), public service announcements, PowerPoint presentations, broadcast communications, etc. to inform voters of the system changes and how to use the new equipment.

**8. System description and specifications.**

Any proposal submitted must contain a complete description of the components of the system. In addition to the gross physical characteristics such as weight and dimensions, and standard electrical parameters, this should include such items as size, available font sizes, available colors, inter-device configurations, method of activation, paper size and weight, minimum time interval between voters, insertion of ballot methods and responses, etc.

8.1. **DRE ballot display – graphics.** A proposal for a DRE-based system must include color graphics that depict how the ballot will appear to voters using the system. These must include images of any preliminary screens that the voter may see, candidate pages, summary and/or review pages, and any pages indicating that the voter has successfully cast a ballot. A depiction of a candidate page should show the differences in the display for a voted position, as opposed to an unvoted one. A proposal must also address the mechanisms through which the voter “pages” through the ballot, forward and backward.

8.2. **DRE ballot display – variable fonts/contrast.** One potential advantage of a DRE-based ballot casting mechanism is the opportunity it affords to alter the size of the screen fonts, as well as the fonts themselves, to accommodate different voters. Additionally, the display screens should offer the option of varying the contrast of the display. Any proposal for a DRE-based system must include a complete description and specifications regarding the availability of different screen fonts and different-sized fonts and the mechanism for altering them, as well as a description of the contrast controls for the display.

8.3. **DRE ballot display – office/page ratio and paging.** DRE-based machines must present the voter with multiple screens containing his or her ballot choices. There must be a determination of how many offices, candidates, ballot issues or questions will be displayed on a single screen and how a voter maneuvers from screen to screen. Any proposal submitted must detail the methods by which it determines the density of its display of candidates and ballot issues/questions and the limitations on such displays, such as the maximum number of choices per screen. Some mechanism must be provided for going from screen to screen. Any proposal submitted must detail the mechanisms for going from any one screen to another, including any limitations on such movement. One such mechanism may occur on the summary or recapitulation screen, where a voter may be able to go directly from that screen to a screen where he or she desires to enter or change a vote.

**9. Performance data.**

Vendors who propose a system that has previously been used in elections in other jurisdictions must include in any proposal data regarding the past performance of the system.

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*Josh, I moved this to the section in the front containing Jenny and Aida's contact information*

## **10. Proposal format.**

10.1. **In general.** A vendor must submit an original and ten (10) copies of each proposal, marked as “original” and “copy,” as appropriate. Samples, literature and other materials may be submitted as appendices. All responses and attachments shall be sequentially numbered to correspond to the applicable question or requirement. Unnecessarily elaborate brochures, visual or other presentations, artwork and paper and binding beyond those sufficient to present a complete and effective proposal are neither necessary nor desired. Vendors are cautioned that evaluations may be made on the basis of the proposals alone and that the Clerk is under no obligation to consider these added materials. Therefore, it is recommended that the narrative describe the purpose of any information in the separately bound volumes or appendices. Pages shall be consecutively numbered within the bottom margin of each page, including attachments, such that if the document became separated, it could easily be reassembled. Each copy must be securely fastened. The original and all copies shall be submitted in a sealed envelope or box with the name and address of the vendor on the outside of the package/container. All proposals shall be signed by an authorized officer of the submitting organization. The title of the authorized officer, the name, address and phone and fax number of the organization shall be included.

Each proposal shall have sufficient level of detail to enable the evaluation team to complete a thorough evaluation of the proposal’s compliance with Clerk’s requirements. The proposal should demonstrate that the vendor has a thorough understanding of Clerk’s requirements and the knowledge necessary to meet the requirements. Although all the elements of the proposal cannot be detailed in advance, the proposal shall be sufficiently specific to show how the vendor will comply with applicable requirements. Statements to the effect that the vendor understands the RFP specifications and can or will comply with these specifications, and statements paraphrasing the specifications or parts thereof are inadequate. Phrases such as “standard procedures will be employed” or “well-known techniques will be used” should be avoided. This RFP is a solicitation of offers, and by submitting a proposal in response to this RFP, the proposing vendor agrees that the proposal is an offer, and that it shall be valid and remain open for a period of 180 days from the proposal due date.

The Clerk has attached to this RFP as Exhibit A, a pricing sheet that should be used by the vendor in responding to specific related pricing information requests. Please use the pricing sheet to the extent applicable. If a proposal does not involve a particular item please mark as “not applicable.”

## **10.2. Terms of payment.**

10.2.1. **Prices.** The proposal must clearly state the total fixed price for all deliverables under the life of any contract with the Clerk, identify the price of specific deliverables, and describe the terms of payment. The proposal must also describe financing and/or leasing options for the proposed system, including financing costs with terms, license transfer charges, financing termination charges, and any other charges.

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10.2.2. **Milestones.** The proposal must propose payment “milestones” that are linked to the schedule for delivery and acceptance testing of the system components to be delivered. Following the satisfactory completion of the acceptance tests associated with a milestone, the Vendor shall deliver to the Clerk an itemized invoice requesting payment for materials delivered and services rendered for that milestone.

10.2.3. **Retention of Payments.** The Clerk will retain and pay the following:  
Payment of 40% of Total Purchase Price after successful delivery of Software and Hardware to Boulder County Colorado.  
Payment of 30% of Total Purchase Price after completion of Mock Election  
Payment of 10% of Total Purchase Price after successful completion of August 8, 2006 election  
Payment of 10% of total Purchase Price after successful completion of November 7, 2006 election.

After full system acceptance vendor may apply for, and if vendor has satisfied the requirements for system acceptance, the Clerk will pay vendor the remaining 10% which has been retained.

10.2.4. **Most Favored Customer.** If, during the first five (5) year period of the life of any agreement with the Clerk the vendor enters into an agreement with a third party that contains substantially the same terms and conditions contained in any contract with the Clerk and such third party is allowed to pay to vendor a lower amount than the Clerk is required to pay to vendor under the contract, vendor must agree to change the contract so that the County pays the same price as the third party receiving substantially similar equipment.

**10.3. Company information**

10.3.1. **Identification.** Each proposal must set forth the full names and residences of all persons and parties interested in the proposal and complete information identifying the party or parties to be providing deliverables to the Clerk. If the proposal is by a corporation, state the names of the officers who can sign an agreement on behalf of the corporation and whether more than one officer must sign. If the proposal is by a partnership or a joint venture, state the names and addresses of all general partners and joint ventures. In the case of corporations, the proposal must include the names and business addresses of the president, secretary, treasurer, and chief operating officer. The County or the Clerk may require additional information and certifications pertaining to the identity of the vendor and its subcontractors.

10.3.2. **Business licenses.** Vendor must possess a valid business license, and all necessary permits, to do business in the State of Colorado and in the County of Boulder and certify the existence of such licenses and permits to the Clerk.

10.3.3. **Resources.** Each proposal shall describe the adequacy of staff, equipment, research tools and administrative resources; quality and appropriateness of technical or support staff; and past performance of the organization relevant to this project. Each proposal shall explain (i) how the vendor has demonstrated experience in completing similar projects on time and within budget, (ii) whether the individuals assigned to the project have experience on similar projects, and (iii) the applicable education and experience of the personnel who will be assigned to this project.

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10.3.4. **References.** The vendor must describe its customer base including a profile of geographical areas served, customer size, and type of solutions and services provided. Submit the company names, addresses, telephone numbers, contacts, and a brief contract description of clients in the United States for whom comparable projects have been completed.

10.3.5. **Financial history.** Vendor must demonstrate that it is in sound fiscal condition and must provide the Clerk with financial statements and other appropriate reports for the past three years for each organization participating in the proposed project.

10.3.6. **Contract Performance.** If the Vendor has had a contract terminated involving the same equipment that is the subject of this RFP at anytime during the past five years, all such terminations must be described, including the other party's name, address and telephone number. Vendor must also provide any instances where litigation was brought by or against the Vendor in relation to implementation of a voting system or any part thereof or incidental to the sale of a voting system. Also indicate any instances in the past five years when Vendor's business licenses and/or permits to conduct business have been revoked or suspended and the reasons for such revocation of license, as well as any instances when the Vendor has been disciplined by any licensing jurisdictions.

10.4. **Warranties.** Vendor shall provide to the Clerk a sample of all warranties it has provided to their customers purchasing the same voting systems, in whole or in part.

10.4.1. **Technical Consistency, Competency and Standards.** Vendor must agree to undertake the responsibility, in view of its superior technical experience, skill and knowledge, for ensuring that the proposed system meets all of the functional requirements of this RFP and contract documents and for resolving any inconsistencies or omissions in or among any contract documents to the reasonable satisfaction of the Clerk. Vendor must further agree to comply with all codes, standards and specifications which are generally recognized in the voting systems industry, included but not limited to those required by the United States Election Assistance Commission and/or the Federal Election Commission, the National Association of State Election Directors, and the Colorado Secretary of State's Office, as applying to work, material, parts, software or other equipment included in the proposed system, whether or not such are specifically identified in the contract documents.

10.4.2. **General Standards of Workmanship.** Vendor must agree to install, test and make fully operational the proposed system, and otherwise carry out and perform the duties and obligations required of it under any contract with the highest degree of skill, care and diligence shown by a contractor experienced, knowledgeable and skilled in data processing and election voting systems design, construction and operation. Vendor must further agree that all services which require the exercise of professional skills or judgment will be accomplished by professionals qualified and competent in the applicable discipline and appropriate licensed, (if required by law). Vendor will be responsible for the professional and technical integrity and compatibility of the proposed system and all components thereof, regardless of whether contract obligations are performed by Vendor, its subcontractors or others on its behalf for a period of five (5) years.

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**10.4.3. System Operation.** Vendor must agree to warrant for a period of five years that the proposed system (1) will be in good operating order in conformity with the Vendor's specifications and descriptions of the same contained in the proposal and contract documents, (2) will be free from programming errors, and (3) will be free of defects in workmanship and material. During this warranty period, Vendor must promptly without additional charge, repair or replace any component which fails during the applicable warranty period because of a defect in workmanship or material. Equipment will be warranted on-site. If at any time during the five year period Vendor or the Clerk shall discover one or more defects or errors in any software or any other respect in which the software fails to conform to the provisions of any warranty, Vendor shall, entirely at its own expense, promptly correct such defect, error or non-conformity by, among other things, supplying the Clerk with such corrective codes and making such additions, modifications, or adjustments to the package as may be necessary to keep the software in operating order in conformity with the warranties. Vendor shall also assign to the Clerk any manufacturer's warranty.

**10.4.4. Proprietary Rights; Liens and Encumbrances; Compliance with All Laws.** Vendor will be required to warrant that the equipment and the software (excluding third party software), and all rights thereto, are owned or will be owned by Vendor, and do not violate any third party's copyright, patent, trade secret or other proprietary right. Vendor must further warrant that the equipment is free and clear of all liens and encumbrances, and that, to the best of Vendor's knowledge, the manufacture, production and installation of the equipment and the software and the sale or lease to (and the use thereof by) the Clerk will be in compliance with any and all applicable laws, rules and regulations.

**10.4.5. Modifications and Upgrades.** If Vendor or its subcontractors or manufacturers develops modifications, improvements, or upgrades to any part of the voting devices during the five-year warranty period, Vendor must provide them to the Clerk free of charge. Vendor must provide, at no additional cost, all new releases, upgrades and patches of the software during the warranty period. Documentation must be updated and delivered within ten (10) days after the new release or upgrade.

**10.4.6. Extended Warranties.** Vendor must provide options of extending warranty coverage for all equipment and software for additional years beyond the initial five-year period.

**10.4.7.** Vendor must provide Clerk with authorization to receive future upgrades directly from the Independent Testing Authority, along with certified copies of all testing laboratory reports.

**10.5. Remedies.** Any contract with the Clerk will provide that in the event of a default by the Vendor that is not promptly cured upon notice to Vendor, the Clerk may take any of the following actions:

- (i) take over and complete the implementation of the proposed system or any part thereof, either directly or through another, as agent for and at the cost of Vendor;
- (ii) cancel or suspend the contract as to all or any obligations yet to be performed;
- (iii) obtain specific performance, an injunction or any other appropriate equitable remedy;
- (iv) obtain money damages;
- (v) withhold all or any part of Vendor's compensation;
- (vi) offset any excess costs incurred by the Clerk in the event of termination of the contract for default or otherwise resulting from Vendor's non-performance or unsatisfactory performance under the contract, and any credits due to or overpayments made by the Clerk against any payment due for

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work or services performed pursuant to the contract which were completed prior to such termination;  
or  
(vi) obtain any other remedy elsewhere provided by contract or by law or in equity.

In addition to and not in lieu of the foregoing, the Vendor must agree that in the event that it fails to deliver and make operational voting devices in the number and by the dates specified by timetable agreed to in any contract, the Clerk shall be entitled to receive from Vendor liquidated damages in amounts to be specified.

**10.6. Performance and Payment Bond.** Vendor must agree to deliver to the Clerk not later than the effective date of any contract a performance and payment bond in the full amount of the purchase price by securing its obligations to deliver a fully functional voting tabulation system as provided in this RFP by a surety or sureties acceptable to the Clerk securing its obligations to be performed under the contract. Vendor must include with the proposal price the price of any such bonds.

**10.7. Insurance.** The contractor shall procure, at own expense, and maintain for the duration of the contract, the following insurance coverage; the State shall be issued certificates as an additional insured.

(a) Standard Workers' Compensation and Employer Liability as required by state statute, including occupational disease, covering all employees on or off the work site, acting within the course and scope of their employment.

(b) General and/or Personal Injury and/or Professional and/or Automobile Liability - (including bodily injury, personal injury and property damage) with the following minimum coverage, depending on the policy format:

1. Occurrence basis policy - combined single limit of \$600,000.
2. Annual Aggregate limit policy - not less than \$1 million plus agreement that vendor will purchase additional insurance to replenish the limit to \$1,000,000 if claims reduce the annual aggregate below \$600,000.
3. Claims-Made policy - Combined single limit of \$600,000, plus an endorsement that extends coverage two years beyond the policy expiration date.

(c) Other Insurance - Vendor shall provide such other insurance as may be required by law, or in a specific solicitation.

The County of Boulder shall be named as an additional insured on all liability policies.

The insurance shall include a provision preventing cancellation without 60-calendar days prior to written notice to the County by certified mail.

The vendor shall provide the following documentation to the County within 7 working days of a request therefore, unless otherwise provided:

- (a) Certificate/s of adequate insurance coverage, each with a reference to the County being named as an additional insured, or
- (b) Certificate/s of adequate insurance coverage and an endorsement/s of additional insured coverage.

The certificate holder is: Gene Jackson

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Risk Manager  
Boulder County  
P.O. Box 471  
Boulder, CO 80306

## **11. Evaluation.**

The proposals received in response to the RFP will be evaluated considering all factors, including but not limited to: the system's certification status; the ease of use by voters, including voters with disabilities; ease of use by election judges; the cost of the system; the appropriateness of the system software to the Clerk's needs; the appropriateness of the system hardware to the Clerk's needs; the ability of the proposed system to be integrated into the Clerk's current software environments; the past success of the system in use in other large election jurisdictions comparable to Boulder County ; the quality and cost of vendor system support; vendor qualifications and experience; the financial history and stability of the vendor; the arrangements that vendor must make to have the system manufactured; storage requirements and the need for modifications to accommodate storage; the quality of staff training, election judge training and community outreach; the quality and extent of the documentation to be provided; the scope and cost of warranty and maintenance. Other factors not listed here may also be considered in evaluating the proposals.

As part of the evaluation process, the Clerk may require one or more of the proposing vendors to set up and carry out a mock election using materials, candidates and issues that would be or have been involved in actual elections in Boulder County.

## **12. Contractual formalities.**

No contract shall be deemed awarded by, or effective and binding upon, the Clerk and no vendor shall be determined responsible or responsive unless the vendor shall have submitted to the Clerk an affidavit of non-collusion in the form attached to this RFP as Exhibit B.

## **13. General Conditions.**

**These General Conditions will be part of any Contract entered into with respect to this RFP. The vendor is cautioned to carefully review the General Conditions. If the vendor desires to take any exceptions to the General Conditions or to suggest modifications or revisions to the language of the General Conditions, the vendors must expressly set forth all exceptions, modifications or revisions to each specific General Condition within its response to this RFP. Failure to state such exceptions, modifications or revisions to each specific General Condition within the vendor's proposal shall preclude the vendor from raising any such exceptions, modifications or revisions at the time of**

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**THIS IS A DRAFT. THIS IS NOT THE FINAL REQUEST FOR PROPOSAL(S).** execution of any contract. The Clerk is not required to accept any such exceptions, modifications or revisions to the General Conditions and may reject a proposal if such exceptions, modifications or revisions are deemed unacceptable. Vendors are advised that the mere inclusion in the proposal of standard form documents containing the vendor's standard legal contract terms shall not constitute "exceptions, modifications or revisions" for purposes of this paragraph and such standard form documents shall be disregarded. In the event of conflict between the general conditions and any foregoing specifications, the specifications shall prevail. Throughout this section the term contractor shall mean the same as the successful vendor/bidder/proposer in this RFP.

#### **GC-01 INDEMNIFICATION**

The Contractor shall be liable and responsible for any and all damages to persons or property or costs incurred by County arising out of or relating to the unsatisfactory performance of the system acquired herein or the obligations required by Vendor pursuant to this RFP or caused by or arising out of the actions, obligations, or omissions of the Contractor, its employees, agents, representatives or other persons acting under the Contractor's direction or control in performing or failing to perform the Work under this Contract. The Contractor will indemnify and hold harmless the County, its elected and appointed officials, and its employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including but not limited to attorneys' fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of the Contractor, its employees, agents or representatives, or other persons acting under the Contractor's direction or control. Nothing in this indemnification agreement shall be construed in any way to be a waiver of the County's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.

#### **GC-02 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS**

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Clerk, which approval shall be granted or withheld in the sole discretion of the Clerk. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Contract. The Contractor shall not assign any Contract funds or any interest therein due or to become due. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the Clerk and are null and void. The Contractor shall identify in its proposal any and all subcontractors it intends to use in the performance of the Contract. Contractor shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract.

The Clerk reserves the right to prohibit any person from entering any County or Clerk and Recorder facility for any reason. All contractors and subcontractors of the Contractor shall be accountable to the Clerk while on any County or Clerk property and shall abide by all rules and regulations imposed by the County or the Clerk.

#### **GC-03 INSPECTION AND RESPONSIBILITY**

At any and at all times during the term of the Contract and at any location where the Contract is

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performed, the Clerk shall have a right to inspect any Deliverables provided in carrying out this Contract. The Contractor shall be solely responsible for the quality and standards of all Deliverables furnished under this Contract. Deliverables may be rejected by the Clerk if they fail to meet Contract requirements or are provided in a manner which does not meet Contract requirements. In the event of such rejection, Deliverables shall be replaced and/or re-performed by the Contractor promptly and at no additional cost to the County. Any Deliverables rejected shall be removed within a reasonable time from the premises of the Clerk at the entire expense of the Contractor, after notice has been given to the Contractor that such Deliverables have been rejected.

#### **GC-05 PAYMENT**

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in this RFP and the Contract Documents and shall contain a detailed description of the deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice.,

#### **GC-09 GOVERNING LAW**

The laws of the State of Colorado shall govern the interpretation and enforcement of this Contract. Any litigation that may arise between the parties involving the interpretation or enforcement of the terms of this Contract shall be initiated and pursued by the parties in the Boulder Courts of the 20<sup>th</sup> Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.

#### **GC-10 BREACH**

Contractor shall be in default hereunder in the event of a breach by Contractor of any term or condition, including but not limited to a representation or warranty, of this Contract where Contractor has failed to cure such breach within ten (10) days after written notice of breach is given to Contractor by the Clerk, setting forth the nature of such breach.

In the event Contractor shall breach any 1 terms or conditions of this Contract on more than one occasion during any twelve month period during the term hereof, or in the event Contractor expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the Clerk may, at the Clerk's option, declare the Contractor to be in default and the Clerk shall be entitled to exercise all available remedies at law or in equity, and including, but not limited to, termination of the Contract, without affording the Contractor further opportunity to cure such breach.

Failure of Clerk to give written notice of breach to the Contractor shall not be deemed to be a waiver of the Clerk's right to assert such breach at a later time, should the Contractor commit a subsequent breach of this Contract.

#### **GC-12 TERMINATION AND RELATED REMEDIES**

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The other provisions of the Contract notwithstanding, financial obligations of Boulder County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. Boulder County is prohibited by law from making financial commitments beyond the term of its current fiscal year. The County has contracted for goods and/or services under this Contract and has reason to believe that sufficient funds will be available for the full term of the Contract. Where, however, for reasons beyond the control of the Board of County Commissioners as the funding entity, funds are not allocated for any fiscal period beyond the one in which this Contract is entered into, the County shall have the right to terminate this Contract by providing seven (7) days written notice to the Contractor and will be released from any and all obligations hereunder. If the County terminates the Contract for this reason, the County and the Contractor shall be released from all obligations to perform Work and make payments hereunder, except that the County shall be required to make payment for Work which has been performed by the Contractor prior to the effective date of termination under this provision; and, conversely, the Contractor shall be required to complete any Work for which the County has made payment prior to providing written notice to the Contractor of the termination.

**GC-13 DELAYS**

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

**GC-14 MODIFICATIONS AND AMENDMENTS**

The parties may from time to time during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing. No department or employee has authority to make any modification or amendment to this Contract.

**GC-15 PATENTS, COPYRIGHTS AND LICENSES**

Contractor agrees to hold harmless, defend and indemnify the Office of the Clerk and Recorder, and Boulder County, their officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against Clerk or Boulder County or any agents, officers, or employees thereof based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other intellectual property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for the Clerk, at the Clerk's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Contractor shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the Specifications of this Contract.

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**GC-16 PERSONNEL**

The quality, experience and availability of personnel employed by the Contractor are of the essence. The Contractor shall provide the Clerk with a list of all key personnel to be used on the project and their designated assignment. All personnel assigned to the project will be subject to a criminal background check performed by the Colorado Bureau of Investigations. The list shall include the qualifications of each person named. The Clerk may at any time request, in writing, the Contractor to remove any of the Contractor's assigned personnel and upon such notification the Contractor shall forthwith furnish to the County other acceptable personnel with thirty (30) days of notification. Notwithstanding the Clerk's approval of Contractor's personnel, the Contractor shall be fully responsible for all work performed pursuant to this Contract by Contractor's employees, subcontractors or others who may be retained by the Contractor with the approval of the Clerk.

**GC-17 COMPLIANCE WITH LAWS**

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor. The awarded contractor is subject to all statutory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado generally.

**GC-18 LICENSES.**

The Contractor shall secure and pay for all necessary federal, state and local licenses, permits and fees required hereunder.

**GC-20 CONDUCT OF THE CONTRACTOR**

The Contractor agrees to inform the Clerk on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the Clerk. Neither the Contractor, nor any of its employees, agents or subcontractors shall use for business or personal gain, or make other improper use of, confidential information which is acquired in connection with the Contract.

**GC-21 USE OF PREMISES AND RESOURCES**

Contractor shall confer with the Clerk to ascertain full knowledge of all rules and regulations of the facilities relative to this Contract and shall cause all of its employees, agents and subcontractors to comply therewith. The Contractor shall confine the operations of its employees, agents and subcontractors on premises to the performance of the Contract consistent with limits indicated by laws, ordinances, permits and/or direction of the Clerk and shall not encumber the premises with materials or debris. In performing the Contract, the Contractor shall not cause or permit a condition that endangers the safety of others and shall not load or permit any part of a structure to be loaded with a weight that will endanger its safety. The Clerk reserves the right to prohibit any person from entering any Clerk facility for any reason. All subcontractors, agents and employees of the Contractor shall be accountable to the Clerk while on any property and shall abide by all regulations imposed by the Clerk.

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**GC-23 GUARANTEES AND WARRANTIES**

All guarantees and warranties required shall be furnished by the Contractor and shall be delivered before final voucher on the Contract is issued. The Contractor agrees that the Deliverables shall be covered by the most favorable commercial warranties and guarantees the Contractor gives to any customer for the same or substantially similar Deliverables or Services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to Clerk under this Contract.

**To the extent Contractor provides Deliverables manufactured by another entity, Contractor shall transfer original product warranty and any rights to manufacturer's related services to the Clerk and shall submit all appropriate documentation of said transfer at the time Contractor tenders the Deliverables.**

**GC-24 STANDARD OF DELIVERABLES**

Only new, originally manufactured Deliverables will be accepted. The Clerk will not accept any Deliverables that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Deliverables not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the commencement of the Contract will be considered experimental.

**GC-25 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS**

Except as may be otherwise provided by law, Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance hereunder. Contractor shall comply with the applicable privacy laws and regulations and will not disclose any of Clerk's records, materials, or other data to any third party without the prior written consent of the Clerk. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from Clerk without the prior written approval of Clerk. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to Clerk without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be the property of the Clerk. It shall be a breach of this Contract for the Contractor to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Boulder or the Clerk, any Documents created hereby, whether such reproduction or use is for Contractor's own purposes or for those of any third party. During the performance of the Contract, Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. The Office of the Clerk and Recorder and its designees shall be afforded full access to the Documents and the work at all times.

Confidential/Proprietary Information: Proposals submitted in response to this RFP and any resulting contract are subject to the provisions of the Colorado Public (Open) Records Act, 24-72-201 et.seq., C.R.S., as amended. Any restrictions on the use or inspection of material contained within the proposal and any resulting contract shall be clearly stated in the proposal itself. Confidential/proprietary information must be readily identified, marked and separated/packaged from the rest of the proposal. Co-mingling of confidential/proprietary and other information is NOT acceptable. Neither a proposal, in its entirety, nor proposal price information will be considered confidential/proprietary. Any information that will be included in any resulting contract cannot be considered confidential.

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**GC-26 AUDIT; EXAMINATION OF RECORDS**

The Contractor agrees that an auditor for the Clerk/BOCC shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Auditor shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

**GC-29 ENTIRE CONTRACT**

It is expressly agreed that the provisions set forth in this Contract constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

**GC-30 FORCE MAJEURE OR UNAVOIDABLE DELAYS**

Neither Contractor nor Clerk shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots. Notice of claim of delay must be made in writing within three (3) days of the event causing delay.

**GC-31 CONTRACT INTERPRETATION**

Except where the context clearly indicates otherwise, whenever the singular is used herein, the masculine, feminine and neutral gender shall be deemed to include the others. The headings of articles, paragraphs and sections in this Contract are included for convenience only and shall not be considered by either party in construing the meaning of this Contract. If any provision or clause of this Contract shall be held to be invalid, such provision or clause shall be deleted from the Contract and the Contract shall be construed to give effect to the remaining portions thereof.

**GC-32 INDEPENDENT CONTRACTOR STATUS**

The Parties recognize and agree that the Contractor is an independent contractor for all purposes, both legal and practical, in performing services under this Contract, and that the Contractor and its agents and employees are not agents or employees of Boulder County for any purpose. As an independent contractor, the Contractor shall be responsible for employing and directing such personnel and agents as it requires to perform the services purchased under this Contract, shall exercise complete authority over its personnel and agents, and shall be fully responsible for their actions.

**GC-33**

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The list General conditions set forth herein to be included in the contract awarded from this RFP, is not exhaustive. The contract to be entered into may contain other general contract provisions not included in this RFP.

**SIGNATURE PAGE**

**SUBMITTAL SIGNATURE PAGE  
RFP # 4717-06**

**Failure to sign and return this submittal page with your proposal may be cause for rejection.**

**I certify that I am not currently an employee of Boulder County, and to the best of my knowledge, none of my employees or agents are currently employees of Boulder County. I also certify that I am not related to any Boulder County employee or Elected Official.**

**SIGNATURE: \_\_\_\_\_ Note: If you cannot certify the above statements, please explain in the space provided below:**

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

\_\_\_\_\_  
Print or Type Name of Bidder's Authorized Officer or Partner

\_\_\_\_\_  
Signature of Bidder's Authorized Officer or Partner Date

**\*NOTE:** If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

\_\_\_\_\_  
Business Address

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City	State	Zip Code
Phone #	Fax #	E-Mail Address
ATTEST: Secretary		Corporate Seal

**SUBMITAL SECTION AND PRICING PAGES**  
**RFP # 4717-06**

Please provide information on the below questions in the order listed below:

1. Please provide your company's name and contact information
2. Please provide information addressing how your company can meet the requirements listed in sections 2 – 11 of this RFP.
  1. Provide the total number of clients currently using your system, clients of similar size and complexity to our jurisdiction, and the number of new election system installations pending.
  2. Attach a complete client reference list. Include jurisdiction, contact name, address, telephone, fax number, and size of installation.
  3. Describe your company's policy relating to source code.
  4. Describe repair and maintenance of the equipment. Do the machines have proprietary components that must be purchased from the vendor? Please provide a complete component listing, including type of hardware, screen size, type of screen, type of CPU, dimensions, weight, and software operating system.
  5. How do you recommend: a) Storing the machines at the Election Office or storage site? B) Transporting them? C) Securing them at the polling place?
  6. Detail the procedures, equipment, instructions and time for the election department to prepare the system for use in a major national election, assuming that some machines must be ready prior to the election for early in-person voting and that polling place equipment must be ready in time for delivery prior to Election Day.
  7. Describe the procedures and instructions for election workers to open the polls at the polling place and to close down the machines after voting is complete.
  8. In how many locations and on what media are the votes stored? Where and on what medium is the

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- operating system stored? Are votes recorded on multiple media simultaneously? Is at least one removable?
9. Describe the redundant or “fail-safe” provisions for the system. How do you correct a lock-up situation? How does it affect the current and all previous votes? If the machine fails on Election Day, how are the votes retrieved? How is tampering with the ballots and/or the cast votes prevented? Does the machine encrypt votes, both internally and on the removable media? What happens if the machine is turned off inadvertently during the day?
  10. Describe the procedures, equipment and instructions for election workers to transmit the polling place results to either a single central counting station or to multiple locations, either by hand delivery, electronic, or telephonic means. Can votes be consolidated for transmission while maintaining machine accountability? Can these be transmitted through a modem? How does the election worker know that all votes have been successfully consolidated from a number of machines? How long does it take to transfer results from the vote collector device in the field to the tabulation software? How does the election administrator audit the transmitted results to confirm accuracy prior to release of results?
  11. Describe the recount administrative procedures for VVPAT.
  12. Describe the warranty on your voting system. Vendor shall pay all shipping/packaging costs during warranty period. Describe your maintenance program, including a sample agreement with cost breakdown.
  13. Provide copies of all reports from your system’s NASED Independent Testing Authority certifications and State certification.
  14. How many machines would be recommended for our jurisdiction for both a regular polling place election, and for a Vote Center election? What factors were used in this recommendation?
  15. Approximately how many contests and candidates can be displayed at once on the face of the voting machine, assuming three candidates per contest.
  16. Detail the process for purging the ballot files after each election – how long will it take?
  17. Provide all future expected maintenance and ongoing costs –with a guaranteed price for a minimum of five years. These prices should also include future purchase of additional equipment. Ongoing costs should include: election support, software/hardware maintenance, upgrades, paper ballots, and peripheral equipment/parts, i.e. printers, tapes, ribbons, booths, power cords, and transportation/storage components.
  18. Provide written assurance regarding turnaround time for repair of voting equipment. Also provide written assurance regarding turnaround time for the receipt of paper ballots and the turnaround time for receiving a supplemental shipment of paper ballots.
  19. Describe how your system processes paper ballots consisting of two or more pages. Can the paper ballot counting system accurately record voter turnout for a ballot of two or more pages? For your optical or digital scanners, do multiple-page ballots have to be scanned in proper page order?
  20. Describe all recommended administrative security procedures (best practices) for the system.



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21. What is the maximum number of ballot styles that can be used for each voting unit? Please explain your answer for both DREs and optical or digital scan equipment.

**REQUIRED PRICING**

**Voting Systems/Equipment Pricing:** Indicate below the firm, fixed price for the specific brand/model of voting system(s) being offered for each of the voting system types (Optical or Digital Scan Precinct Counters, Direct Recording Electronic Devices, and Ballot Marking Devices) listed. Please provide pricing on a solution for polling places and vote centers. Use additional space as necessary.

**1) Optical or Digital Scan Precinct Counters**

A)

Brand/Model	Unit Price
	\$
	\$
	\$
	\$

B) Indicate below all equipment (including peripherals/components), supplies, accessories, etc., for the voting system(s) offered which are included in the above unit price(s).

Vote Centers

	\$
	\$

Polling Places

Description	Unit Measure	of	Unit Price
			\$
			\$
			\$
			\$
			\$
			\$

C) Itemize below all available supplies, accessories, etc. necessary to provide for the ongoing operation of the voting system(s) offered and the associated price for each item.

Vote Centers

Description	Unit of Measure	Unit Price
		\$

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		\$
		\$
		\$
		\$
		\$

Polling Places

Description	Unit of Measure	Unit Price
		\$
		\$
		\$
		\$
		\$
		\$

**3) Direct Recording Electronic (DRE) Voting Devices**

A)

Brand/Model	Unit Price
	\$
	\$
	\$
	\$

B) Indicate below all equipment (including peripherals/components), supplies, accessories, etc., for the voting system(s) offered which are included in the above unit price(s).

Vote Centers

Description	Unit of Measure	Unit Price
		\$
		\$

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		\$
		\$
		\$
		\$

**Polling Places**

Description	Unit of Measure	Unit Price
		\$
		\$
		\$
		\$
		\$
		\$

C) Itemize below all available supplies, accessories, etc. necessary to provide for the ongoing operation of the voting system(s) offered and the associated price for each item.

**Vote Centers**

Description	Unit of Measure	Unit Price
		\$
		\$
		\$
		\$
		\$
		\$

**Polling Places**

Description	Unit of Measure	Unit Price
		\$
		\$
		\$
		\$
		\$
		\$

**4) Ballot Marking Devices**

A)

Brand/Model	Unit Price

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	\$
	\$
	\$
	\$

**B) Indicate below all equipment (including peripherals/components), supplies, accessories, etc., for the voting system(s) offered which are included in the above unit price(s).**

**Vote Centers**

Description	Unit of Measure	Unit Price
		\$
		\$
		\$
		\$
		\$
		\$

**Polling Places**

Description	Unit of Measure	Unit Price
		\$
		\$
		\$
		\$
		\$
		\$

**C) Itemize below all available supplies, accessories, etc. necessary to provide for the ongoing operation of the voting system(s) offered and the associated price for each item.**

**Vote Centers**

Description	Unit of Measure	Unit Price
		\$
		\$

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		\$
		\$
		\$
		\$

**Polling Places**

Description	Unit of Measure	Unit Price
		\$
		\$
		\$
		\$
		\$
		\$

**Training:** Indicate below the total firm, fixed training cost for election officials and poll workers as described in the RFP. Differentiate between initial training and any subsequent or additional training that may be requested by the agency. Training costs shall include all manuals/materials for staff designated for training. If training costs differ for the type of voting system offered, please indicate below. Use additional space as necessary.

Description	Unit of Measure	Unit Price
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$

**Maintenance/Technical Support:** Indicate below the firm, fixed annual maintenance and support cost for all equipment, hardware and software as described in the RFP. Maintenance costs stated below shall be for the first year following the expiration of the initial warranty period. Maintenance prices shall cover all parts and labor necessary to maintain the equipment in proper working order during the contract period. If maintenance and support costs differ for the type of voting system offered, please indicate below. Indicate also the applicable unit of measure for each item offered below. Use additional space as necessary.

**Vote Centers**

Description	Unit of Measure	Unit Price
		\$
Year 1		\$
Year 2		\$

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Year 3		\$
Year 4		\$
Year 5		\$

**Polling Places**

Description	Unit of Measure	Unit Price
		\$
Year 1		\$
Year 2		\$
Year 3		\$
Year 4		\$
Year 5		\$

**Other Costs:** Indicate below all other applicable costs not stated above which are necessary to satisfy the requirements of the RFP. Use additional space as necessary.

Description	Unit of Measure	Unit Price
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$

**OPTIONAL PRICING**

**Optional Products/Services Pricing:** Indicate below any other optional items, features, enhancements, services, etc. for the hardware and software offered, and the associated firm, fixed for each. Use additional space as necessary.

Description	Unit of Measure	Unit Price
		\$
		\$
		\$
		\$
		\$
		\$

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		\$
		\$

**EXHIBIT B**

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_ ,

COUNTY OF \_\_\_\_\_ ,

\_\_\_\_\_, being first duly sworn, deposes and says that he is \_\_\_\_\_\*(sole owner, partner, president, secretary, etc.) of \_\_\_\_\_, the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder had not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or any one else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with any one to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or any one interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder had not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

SIGNED:

(Title)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ .  
Seal of Notary

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