

Sherburne County Request for Proposal
Election Equipment and Services

9. *Ability of Vendor to produce presidential and federal ballots.*

Dominion Voting response:

The proposed system was designed to produce presidential and federal ballots.

10. *Ability to reject both vertical and horizontal overvotes.*

Dominion Voting response:

The Democracy Suite is capable of identifying and rejecting horizontal / vertical overvotes on a ballot where the contests are landscape/portrait (respectively) when using a specific ballot layout.

11. *Ability to design the ballot to count and compile votes in either a vertical or horizontal configuration.*

Dominion Voting response:

The Democracy Suite system is capable of designing the ballot to count and compile votes in either a vertical or horizontal configuration.

III. Implementation Plan Specifications

A. Ballot counters and related equipment

1. *Check in all equipment*
 - a. *Polling place equipment*
 - i. *Precinct ballot counters*
 - ii. *Ballot boxes*
 - iii. *Ballot marking devices*
 - b. *Counting center equipment*
 - i. *Central ballot counters*
 - ii. *Administrative components*
 - c. *System administration equipment*
2. *Power up and diagnostic testing*
3. *Preliminary testing*
4. *Simulated election using past Minnesota elections*

13. *Final approval by voting system administrator*

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Dominion Voting response:

Dominion agrees to the requirements in section III A. Dominion Voting will prepare an acceptance testing plan and provide on-site assistance to the county during the Acceptance testing phase of project implementation.

Please see the draft project plan for further information. If awarded the contract with Sherburne, Dominion will work closely with the county to define a mutually agreed upon implementation plan.

B. System administration components

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

Dominion Voting response:

Please see the draft project plan for further information. If awarded the contract with Sherburne, Dominion will work closely with the county to define a mutually agreed upon implementation plan.

C. Staff training

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

Dominion Voting response:

At Dominion Voting Systems our training platforms focus on providing poll workers and election administration staff with the necessary knowledge to implement a voting system that will smoothly and efficiently process voters. We accomplish this through training customization, utilizing various training formats, implementing adult learning principles, and proper pacing within our courses.

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Training customization begins with tailoring our courses to a specific jurisdiction's needs. Courses cover both hardware and software, and they detail all phases of the election. One aspect of the customization is utilizing different formats when creating training, including instructor led classes in person, instructor led classes online, and self-paced online eLearning.

In all of the formats, we base our training on the main principles of adult learning. Adults learn best when material is presented in a variety of ways. To this end, our trainers utilize auditory, visual, and hands-on training techniques. Our classes follow the "Explain, Demonstrate, Do" method. Students hear an explanation of their responsibilities, see it demonstrated, and then have a chance to practice it themselves. For example, our online eLearning presents case studies and step-by-step simulations to enable learners to experience the hardware or software virtually without having to unpack a voting unit.

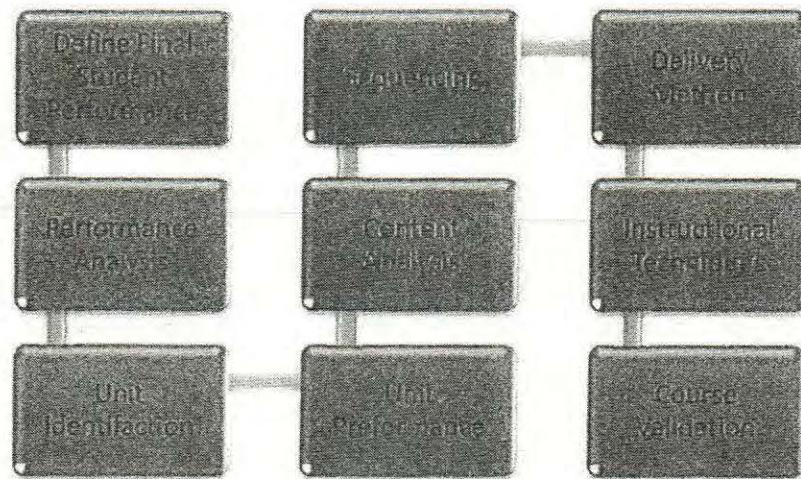
In order to maximize retention, training classes must be properly divided and paced. In our case, poor retention means an unsuccessful election, which is unacceptable. Our training materials are divided into small, manageable pieces that enable our instructors to cover information without exhausting a student's attention span. Each section of our training lasts no longer than ninety minutes, and then a student's knowledge is thoroughly checked through hands on exercises and progress checks.

Dominion Voting understands that training must support the local county election process. We work in conjunction with county election staff to define custom training for each county so it will fit into the county's normal election process.

We will also work with Dakota County to create any custom training materials that all parties deem necessary. Any source files or camera ready images will be available to be given to Dakota County as needed.

Instructional Design

At Dominion Voting our instructional design follows a Nine Step Model. This model starts with defining what the final student performance is and what the goal of the course needs to be. Once that final performance is defined, we consider performance analysis and identify "What is the least they need to learn?" Next we would determine Unit Identification and Unit level exercises, perform a content analysis, define sequencing and delivery methods, and finally validate the course.

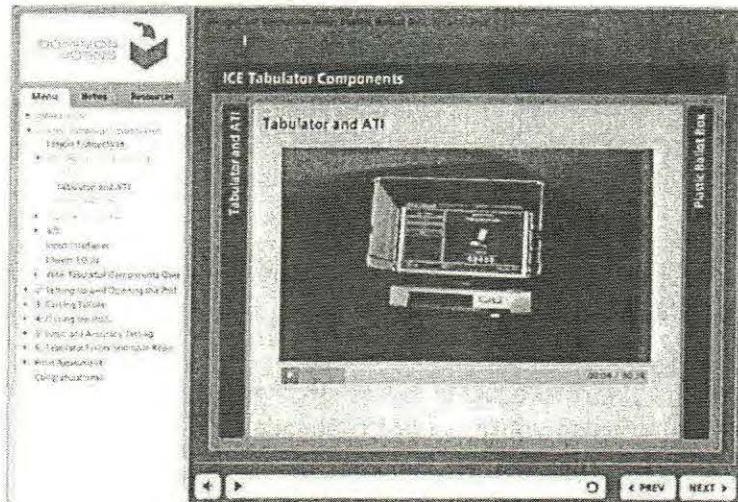


This process ensures the course won't flood students with information irrelevant to the final student performance. It also helps with content retention because the information is presented in small, manageable chunks with plenty of progress checks and exercises.

Delivery Methodology

Delivery Methodology

At Dominion Voting we strive for the best customer service in the business and our flexibility to deliver training in multiple formats gives our customers a choice of many different delivery methods for training.



Instructor Led – Training conducted on-site with a certified election systems trainer. These in person classes are structured to provide the students the best opportunity to learn with a face to face trainer. All Dominion Voting Training courses are offered in this delivery method.

Instructor Led Web Based – These instructor led WebEx classes are ideal for customers who need training but onsite training is not possible. These classes are structured with online instructor led lectures and discussion along with offline homework and lab assignments. Web Based blended classes are offered for any of Dominion Voting's software training courses.

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Self-Paced e-learning – Dominion Voting offers a complete library of self-paced e-learning courses which includes both hardware and software training. These courses are designed to deliver training in a unique format while still keeping the student engaged and active.

Our online training courses provide step-by-step explanations of the needed information. We use the best eLearning tools such as Captivate and Articulate to create interactive and engaging training. At the end of a course, a student is required to pass an assessment in order to receive a certificate of completion.

Dominion Voting offers the classes listed below. All of these classes include quick reference guides, training manuals, and technical reference manuals when necessary. Dominion Voting will work to customize Election Day training materials to suit the Dakota County's specific needs.

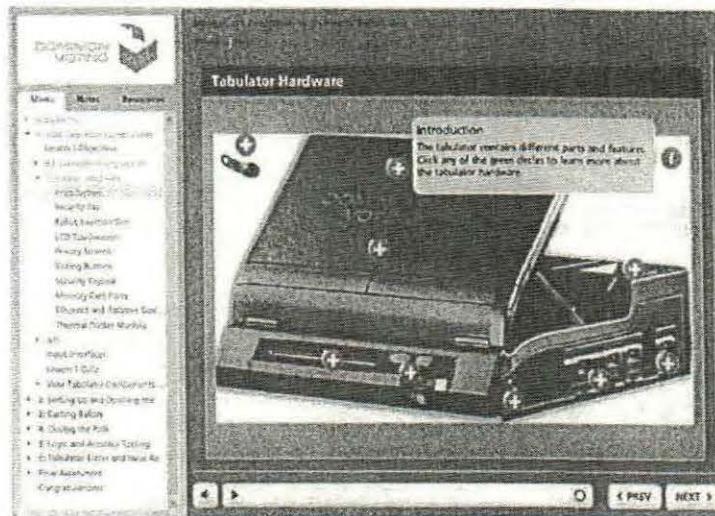
All instructors are employees of Dominion Voting.

D. Implementation plan schedule

1. *Schedule for use of System to conduct 2016 State Primary Election:*
 - a. *Date of Primary: August 9, 2016*
 - b. *System deployment for all precincts, one early voting location and one absentee ballot counting center, plus backup equipment*
 - c. *Milestones required to successfully implement the System*

Dominion Voting response:

Below please find a tentative proposed schedule for implementation to conduct general elections in 2016 with your new Democracy Suite voting system. The full version of this plan is provided in Microsoft Project format in the electronic submission. If awarded the contract with Sherburne, Dominion will work closely with the county to define a mutually agreed upon implementation plan.



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ID	Task Mode	Task Name	Duration	Start	Finish	Predecessor Resource Names	Jun 2016
1	Normal	Key Milestones					S
2	Normal	Notification of Award	0 days	Thu 12/31/15	Thu 12/31/15		
3	Normal						
4	Normal	Phase 1: Project Initiation					
5	Normal	Initial Kickoff Meeting	0.5 days	Tue 1/26/16	Tue 1/26/16	Sherburne/Dominion	
6	Normal						
7	Normal	Phase 2: Demo Election Programming and Environment Review					
8	Normal	Environment Review					
9	Normal	Review existing network environment	1 day	Wed 1/27/16	Wed 1/27/16	Sherburne/Dominion	
10	Normal	Mock Election Programming (Dominion task)					
11	Normal	Preliminary Ballot Definition, Design and Layout	10 days	Mon 4/11/16	Fri 4/22/16	Dominion	
12	Normal	Data Entry & Election Event Definition (County to provide information)	2 days	Mon 4/25/16	Tue 4/26/16	11	Sherburne County
13	Normal	Initial Ballot Formatting	1 day	Wed 4/27/16	Wed 4/27/16	12	Dominion
14	Normal	Mock Test Ballot Generated, Approved	1 day	Thu 4/28/16	Thu 4/28/16	13	Dominion
15	Normal	Mock Test Deck PDFs generated and send to printer	1 day	Fri 4/29/16	Fri 4/29/16	14	Dominion
16	Normal	Ballot printing and delivery	7 days	Mon 5/2/16	Tue 5/10/16	15	Print Partner
17	Normal	Test printed mock ballots	2 days	Wed 5/11/16	Thu 5/12/16	16	Sherburne/Dominion
18	Normal	Review configurable options, and printout content	2 days	Mon 5/16/16	Tue 5/17/16	17	Sherburne/Dominion
19	Normal	Update Demo project (if required)	3 days	Wed 5/18/16	Fri 5/20/16	18	Dominion
20	Normal						
21	Normal	Phase 3: Equipment Delivery, EMS Install, Initial Training, and Mock Testing					
22	Normal	Equipment Delivery (Balance of Equipment)					
23	Normal	Tabulator Delivery	2 days	Mon 4/25/16	Tue 4/26/16	Dominion	
Project: Sherburne County Sample Date: Wed 11/11/15		Task	External Milestone	Manual Summary Rollup			
		Split	Inactive Task	Manual Summary			
		Milestone	Inactive Milestone	Start-only			
		Summary	Inactive Summary	Finish-only			
		Project Summary	Manual Task	Deadline			
		External Tasks	Duration-only	Progress			

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ID	Task Mode	Task Name	Duration	Start	Finish	Predecessor	Resource Names	Jun																		
24		Supplies and Consumables	2 days	Mon 4/25/16	Tue 4/26/16	23FF	Dominion	5																		
25		IT Hardware (Servers and peripherals)	5 days	Mon 4/25/16	Fri 4/29/16		Dominion																			
26		Place Order for Any Additional Consumables	1 day	Mon 5/2/16	Mon 5/2/16		Sherburne County																			
27		Acceptance Testing																								
28		County unpacks equipment in preparation for Acceptance Testing	3 days	Mon 5/2/16	Wed 5/4/16		Sherburne County																			
29		ICE and Ballot Box Acceptance Testing	2 days	Thu 5/5/16	Fri 5/6/16	23,24	Sherburne/Dominion																			
30		ICC Acceptance Test	1 day	Fri 5/6/16	Fri 5/6/16		Sherburne/Dominion																			
31		Address deficiencies found during acceptance testing	10 days	Mon 5/9/16	Fri 5/20/16	30	Sherburne/Dominion																			
32		EMS Environment Installation																								
33		Installation of Election Management System Software	3 days	Mon 5/2/16	Wed 5/4/16		Dominion																			
34		Initial Transmission Testing	0 days	Thu 5/5/16	Thu 5/5/16	33	Dominion																			
35		Demo Election Test																								
36		Receive Test ballots	0 days	Tue 5/24/16	Tue 5/24/16		Print Partner,Sherb																			
37		Demo Testing	1 day	Tue 5/24/16	Tue 5/24/16	36	Sherburne County																			
38		Transmission Site Testing by county	1 day	Wed 5/25/16	Wed 5/25/16		Sherburne County																			
39		Customer acceptance of EMS system	0 days	Thu 5/26/16	Thu 5/26/16		Sherburne County																			
40		Training 2016																								
41		RTR Training	2 days	Mon 6/13/16	Tue 6/14/16		Dominion																			
42		EMS/EED Training Session	3 days	Wed 6/15/16	Fri 6/17/16		Dominion																			
43																										
44		Phase 4: User Documentation Delivery																								
45		Quick Reference Guide	0 days	Mon 2/29/16	Mon 2/29/16		Dominion																			
46		Acceptance Test Procedure, checklist and sign-off form	1 day	Mon 2/29/16	Mon 2/29/16		Dominion																			
47		L&A Procedure, checklist and sign-off form	1 day	Mon 2/29/16	Mon 2/29/16		Dominion																			
<table border="1"> <tr> <td rowspan="5">Project: Sherburne County Sample Date: Wed 11/11/15</td> <td>Task</td> <td>External Milestone</td> <td>Manual Summary</td> </tr> <tr> <td>Split</td> <td>Inactive Task</td> <td>Manual Summary</td> </tr> <tr> <td>Milestone</td> <td>Inactive Milestone</td> <td>Start-only</td> </tr> <tr> <td>Summary</td> <td>Inactive Summary</td> <td>Finish-only</td> </tr> <tr> <td>Project Summary</td> <td>Manual Task</td> <td>Deadline</td> </tr> <tr> <td>External Tasks</td> <td>Duration-only</td> <td>Progress</td> </tr> </table>								Project: Sherburne County Sample Date: Wed 11/11/15	Task	External Milestone	Manual Summary	Split	Inactive Task	Manual Summary	Milestone	Inactive Milestone	Start-only	Summary	Inactive Summary	Finish-only	Project Summary	Manual Task	Deadline	External Tasks	Duration-only	Progress
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Task Mode	Task Name	Duration	Start	Finish	Predecessor Resource Names	Jun 7
48	Operator Training Manual	1 day	Mon 2/29/16	Mon 2/29/16	Dominion	5
49	EMS Documentation Updates					
50	EED Users guide	1 day	Mon 5/2/16	Mon 5/2/16	Dominion	
51	RTR Users guide	1 day	Mon 5/2/16	Mon 5/2/16	Dominion	
52						
53	Phase 5: General Election Programming					
54	Data Entry / Data Import	9 days	Thu 6/2/16	Fri 6/10/16	Dominion	
55	Candidate Filing Period Opens	1 day	Tue 5/17/16	Tue 5/17/16		
56	Candidate Filing Period Closes	1 day	Tue 5/31/16	Tue 5/31/16	Sherburne County	
57	County to Provide Dominion with Full Candidate List	1 day	Wed 6/1/16	Wed 6/1/16	56	Sherburne County
58	Last Day for Candidate Withdrawal	1 day	Thu 6/2/16	Thu 6/2/16	57	Sherburne County
59	Finish Ballot Layout Programming	1 day	Thu 6/2/16	Thu 6/2/16	57	Dominion
60	County Signs off on ballot PDFs	1 day	Fri 6/3/16	Fri 6/3/16	59	Sherburne County
61	Final Ballot PDFs to Printer	1 day	Fri 6/3/16	Fri 6/3/16	58	Dominion
62	Test Deck PDFs to Printer	1 day	Mon 6/6/16	Mon 6/6/16		Dominion
63	Generate Audio Ballots	1 day	Tue 6/7/16	Tue 6/7/16		Dominion
64	Notification to Public (60 days prior)	1 day	Thu 6/9/16	Thu 6/9/16		Sherburne County
65	Absentee Ballots Delivery	1 day	Fri 6/10/16	Fri 6/10/16		Print Partner
66						
67	Phase 6: Logic and Accuracy Testing					
68	Transfer election files to memory cards & security keys	1 day	Mon 6/13/16	Mon 6/13/16	63	Sherburne County
69	Equipment setup for Logic & Accuracy Testing	1 day	Tue 6/14/16	Tue 6/14/16	68	Sherburne County
70	Logic & Accuracy Testing	3 days	Wed 6/15/16	Fri 6/17/16	69	Sherburne County
71	Public Test - Period of 14 days prior to election	10 days	Mon 7/25/16	Wed 8/3/16		Sherburne County
72						
73	Phase 7: Primary Election Phase					
Project: Sherburne County Sample Date: Wed 11/11/15		Task	External Milestone		Manual Summary Rollup	
		Split	Inactive Task		Manual Summary	
		Milestone	Inactive Milestone		Start-only	E
		Summary	Inactive Summary		Finish-only	3
		Project Summary	Manual Task		Deadline	4
		External Tasks	Duration-only		Progress	

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ID	Task Mode	Task Name	Duration	Start	Finish	Predecessor	Resource Names	Jun 2016																							
74	0	Technical Phone Support	15 days	Mon 7/25/16	Mon 8/8/16		Dominion	5																							
75	1	Distribution of Tabulators and poll location supplies	2 days	Fri 8/5/16	Mon 8/8/16		Sherburne County																								
76	1	Scanning of Absentee Ballots	1 day	Mon 8/8/16	Mon 8/8/16		Sherburne County																								
77	0	Election Support On-site Resource	3 days	Mon 8/8/16	Wed 8/10/16		Dominion																								
78	0	Primary Election day	0 days	Tue 8/9/16	Tue 8/9/16																										
79	0	Post-Election Reporting Phone Support	3 days	Wed 8/10/16	Fri 8/12/16		Sherburne/Dominion																								
80																															
81		Phase 8: Recount Activities (if required)																													
82	0	Begin Recount Activities (if required)	7 days	Fri 8/12/16	Thu 8/18/16		Sherburne/Dominion																								
83																															
84		Phase 9: Post-Election Debrief																													
85	0	Post Election Debrief Meeting	1 day	Tue 8/16/16	Tue 8/16/16		Sherburne/Dominion																								
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	External Tasks	Duration-only	Progress																												
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IV. Post-Implementation Plan Specifications

A. Warranty services

1. *Extent of coverage*
2. *Duration of coverage*

Dominion Voting response:

During the initial (two years) and extended warranty periods, Dominion shall repair or replace the warrantied items so that each item thereof operates in conformity in all material respects with its specifications, so long as the warrantied items are operated with their designated software and/or with third-party products (if applicable) approved by Dominion. If any warrantied items fail to operate in conformity with the specifications during the agreement term, Dominion shall fully repair or, at Dominion's sole option, replace the item.

B. Post-warranty services

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

Dominion Voting response:

Dominion's proposal includes warranty of the included tabulation products (hardware and software, excluding consumables) for the first twelve months. Beyond the first year of ownership, Dominion offers a broad range of warranty and maintenance services which can easily be tailored to fit your needs.

These options range from providing annual onsite preventative maintenance and repair, to time and material repair services. Additionally, Dominion can also provide tier-1 technician training, to cover basic repairs and maintenance. Typically, Dominion's Post-Warranty Agreements cover a two or three year period, allowing for coverage adjustments over the lifetime of the voting system.

For details regarding the pricing of service coverage options, please see the Costs and Fees Proposal. Dominion will be pleased to discuss with Sherburne County the details of post-warranty coverage options should we be selected as the vendor of choice.

Additionally, Dominion offers an industry-first program to make your election system maintenance and upgrade stress-free, the Dominion Managed Services Program.

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The Dominion Managed Services Program packages all equipment, licensing, warranty, supplies, services and support into an annual budgetary number paid over a multiple year term. It is the first of its kind in the industry and has several benefits:

- Spreads the investment and payments by the county over a long term contract by making it an annual operational cost instead of an upfront capital investment
- Eliminates the ownership of legacy equipment
- Includes the complete system and services: hardware, software, licenses, maintenance agreements, and election services in one annual payment.

C. System administration services

1. *Technical assistance provided remotely*
2. *On-site Election Day technical support*
3. *Service agreement for maintenance, repair, updating and replacement of System administration components*

Dominion Voting response:

Dominion understands and complies with these requirements. Please see Cost Proposal and Service agreement for maintenance, repair, updating, and replacement of System administration components.

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Exhibit C - Cost Proposal -

The cost proposal is available in the following pages.

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Additional Information

Democracy Suite Election Management System

Dominion's Democracy Suite EMS is a robust and secure Election Management System that is used to design and set up an election, produce ballots and tabulator definition files, and accumulate and report the results. The ImageCast Listener module serves as the secure back-end for receiving encrypted results file transmissions from ImageCast Evolution tabulators. The Democracy Suite EMS system supports all functionality and features required by Minnesota election law.

EMS Election Event Designer (EMS EED) and EMS Results Tally & Reporting (EMS RTR) are the two core applications used to perform pre-voting and post-voting tasks, respectively. These modules communicate with the EMS Application Server, which handles all transactions with the election database and the file system.

Election Event Designer

The Election Event Designer Application manages all of the information needed to define an election. Definition of an election is a complex task, and the event definition module allows for the easy entry and tracking of districts, precincts, contests, candidate names, voting locations and ImageCast tabulators. Election Event Designer allows jurisdictions to choose from a variety of language options for an election project.

Election definition data may be entered manually using the Election Event Designer client application, or imported from an Excel spreadsheet using the Election Data Translator utility. Election definition data from may be exported or copied from prior election databases to speed up the process of coding subsequent elections.

Election Event Designer uses the County's geopolitical and election event data to automatically calculate the required ballot styles and generate full-sized press-ready ballots in industry-standard PDF format. EMS lays out contests on the ballot in the most space-efficient manner possible, in order to minimize printing costs. The user then has full control over styling of the ballot (fonts, line weights, etc.) and manual adjustment of contest positioning. A unique ballot ID barcode distinguishes each ballot style. The Ballot is 8.5" wide and can vary between 11"-22" in length.

The ballot can be double sided and, if necessary, can be made up of multiple pages (up to 15) to accommodate a ballot with offices and candidates that might exceed one double-sided page. ImageCast Optical Scan Ballots can be easily printed by a range of modern printing technologies. All fonts used in the ballot artwork are embedded in the PDF file and ballot artwork files are digitally-signed (X.509) and tied to the election project files produced by Democracy Suite EMS to allow for authentication and revision control.

The EMS system uses Cepstral, a third-party text-to-audio synthesizer, to automatically generate audio ballots for the ImageCast Evolution tabulators. Users also have the option to import human-recorded audio, with or without the help of the EMS Audio Studio application, or fine tune pronunciation of the synthesized audio using Cepstral's Swifttalker application. The system outputs audio ballots (PNG images, SPX audio files and XML definition files), definition reports (XML, Excel or HTML files), and election definition files required to program the ImageCast Evolution and Central tabulators.

Tabulators are defined and configured in the Election Project and these parameters are passed to the voting machines via the election files on the Compact Flash memory card. Tabulators are

automatically configured to know which ballot styles to accept, whether the accessible voting functionality is operational, how the unit should interact with voters and where results files are uploaded. The poll worker only needs to follow the Election Day procedures established by the County and never needs to make a decision regarding the tabulator's settings at the voting location.

Results Tally and Reporting

The EMS Results Tally and Reporting (EMS RTR) application is used on election night upon close of polls to accumulate results from tabulators and generate results reports. The application allows for the direct upload of results through a variety of methods:

- The encrypted vote totals on the tabulator's memory card can be uploaded directly to RTR at the central Election Office, or
- A bulk upload of the encrypted vote totals on several tabulator memory card can be done from a remote hub location with a secure connection to the central Election Office, or
- Each tabulator can send the encrypted vote totals through secure wireless modem transmission, using the ImageCast Listener (ICL) module.

For the EMS RTR application, inputs represent encrypted and signed election result files (proprietary format), log files (plain text) and scanned ballot images with AuditMark, produced by the ImageCast Evolution and Central tabulators (PNG and TIF images). Outputs represent a variety of election result reports, as well as auditing information (XML, HTML, CSV, MS Excel and PDF formats).

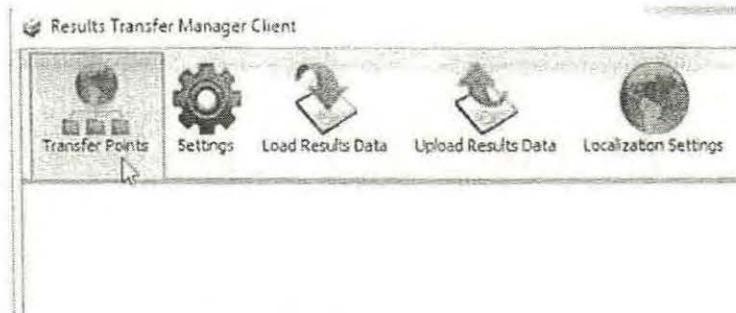
The program automatically uploads the result files into the results tally module, and consolidated results are verified, tabulated, and published. Once the vote data is uploaded into the result tally module, the flow of results to the public and media can be controlled.

RTR allows election officials to review the results before releasing them, and the system provides a number of reporting methods, including but not limited to Summary and Precinct-level (Statement of Votes Cast) result reports. In addition to the static, pre-defined reports found in most reporting systems, RTR's Summary and Precinct-level reports use the Microsoft SQL Server Reporting Services engine to offer maximum flexibility to user. These reports feature a variety of configurable options and filters, including detailed breakdowns of provisional ballots cast, ballots cast during early voting, on Election Day, and by mail. Election administrators may use the default settings, or configure the data fields included in the reports depending on the target audience. Reports may be filtered by precinct, district, contest, tabulator, or voting location, to narrow in on specific results data of interest contained within the election database.

Results Transfer Module

The optional Results Transfer Module can be installed on a laptop at central hub offices in the county. The laptops are connected by secure channel (e.g. VPN, etc.) to the Election Office results tally system, allowing for the upload of vote totals.

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Results Transfer Module interface

When tabulator memory cards are taken to these central locations after Close of Polls on Election Night, the primary memory card will be removed, and inserted into a card reader attached to the laptop. RTM will automatically upload the results file, and transmit it to the Elections Office results tally system.

ImageCast Listener

The ImageCast Listener (ICL) module is responsible for receiving and tracking encrypted results file transmissions from any ImageCast Evolution tabulator (both on Election Day and from Early Voting machines).

Unlike traditional results transmission using FTP/SFTP, the ImageCast Listener uses a secure and proprietary protocol for establishing an authenticated connection with the ImageCast Evolution. The ICL decrypts and verifies the signature of the results file upon receipt and immediately informs the Administrator whether the file is valid or if any suspicious activity is detected.

Dominion's unique technology allows the ICE tabulator at the voting location to receive confirmation from the server that results transmission was successful, or in rare cases, prompt the poll worker to retry the transmission. The Election Administrator can view the upload status of all ImageCast Evolution tabulators deployed in the field from a single intuitive dashboard (see screenshot below.)

The ImageCast Listener service resides on an independent server, and is protected by a WatchGuard Technologies dedicated firewall appliance. The firewall's client software includes a suite of monitoring tools for traceability of all external network traffic, including source and destination IP addresses. The ImageCast Listener's audit log also records all transmission activity, allowing for full auditability for a given election.

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Other EMS modules

- Automated Test Deck Module – utility application for the creation of pre-marked test decks.
- Mobile Ballot Printing Module (“Administrative Ballot Printer”) – utility application for the on-demand ballot printing – official ballots, L&A test deck ballots, sample ballots.

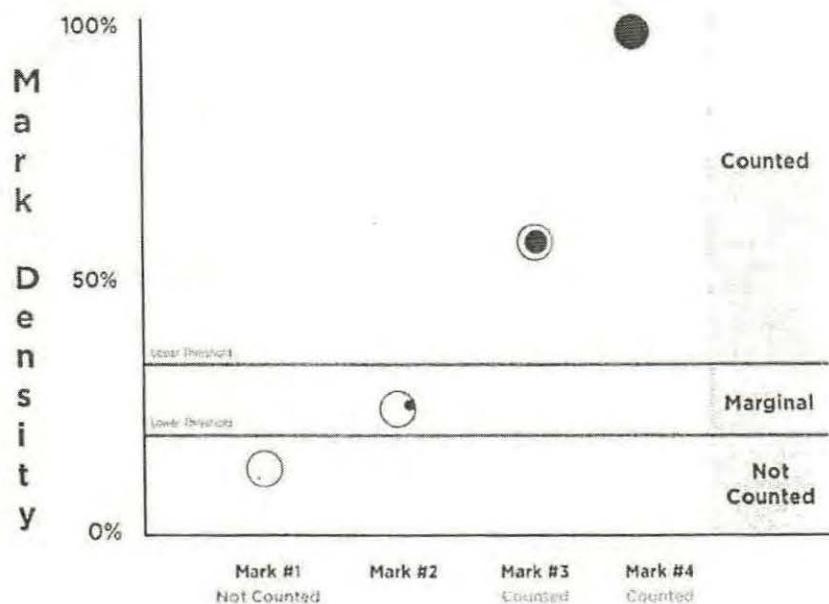
Core Technology- Ensuring Accurate & Transparent Elections

Dominion Voting Systems has invested in the development of proprietary technology that truly sets its products apart from the competition. Focusing on two key aspects of the electoral process – risk-limiting auditing and voter intent – Dominion's technology improves the transparency and integrity of the election process.

Dual Threshold Technology (Marginal Marks)

While Dominion Voting understands the state's prohibition of this feature, it remains a significant feature of Democracy Suite.

From its early beginnings, Dominion Voting has emphasized the use of digital scanning, and continues to set the standard in digital image acquisition and analysis in the tabulation of digitally scanned ballots. When a ballot is fed into an ImageCast tabulator – at the precinct level or centrally - a complete duplex image is created and then analyzed for tabulation by evaluating the pixel count of a voter mark. The pixel count of each mark is compared with two thresholds (which are defined through the Election Management System by the Election Official) to determine what constitutes a vote. If a mark falls above the upper threshold, it's a valid vote. If a mark falls below the lower threshold, it will not be counted as a vote. However, if a mark falls between the two thresholds (known as the "ambiguous zone"), it will be deemed as a marginal mark and the ballot will be returned to the voter for corrective action (please see diagram below). In a central count scenario, ballots with marginal marks are out-stacked for manual adjudication. With this feature, the voter is given the ability to determine his or her intent at the time they cast their ballot, not an inspection or recount board after the fact, when it is too late. The chart below illustrates the Marginal Mark threshold interpretation.



Dual Threshold Mark Detection - Marginal Marks



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Dominion's Exclusive Digital Ballot AuditMark

Dominion's AuditMark technology will allow the Dakota County to provide greater transparency in the electoral process. The AuditMark can be used for visual inspection or in Risk-Limiting Audits. Once the election is complete, all of the ballot images are in one location for the purpose of searching, reviewing and performing Risk Limiting Audits. Dominion can provide tools to be able to efficiently perform these types of tasks.

Dominion Voting has created a patented process that not only images and stores a copy of the ballot, but also records on that image how that ballot was counted by the scanner on Election Day (see Figure below). Using this process, the comparison can easily be made by any Election Official.

Ballot image with audit trail:

This is a sample ballot image for a ballot processed by the system. All ballots are imaged and stored for auditing purposes. The image contains:

1. Image of front side of ballot (if the reverse side of the ballot is used, the image is also captured)
2. Clear image of all text, ballot identifiers, candidates and voter markings.
3. AuditMark: Ballot-level audit trail feature showing the results interpreted by the system for this ballot.

000002_00001.tif scanned at 112/148 on 05/19/2014
Office of UNITED STATES SENATOR
Vote for EVERETT DIRKSEN
Office of UNITED STATES REPRESENTATIVE
Vote for WILLIAM B. WILSON
Office of STATE SENATOR, 37TH DISTRICT
Vote for FLORENCE NIGHTINGALE
Office of BOARD OF EDUCATION
Vote for BOOKER T. WASHINGTON
Office of PROPOSITION 1
Vote for YES

FAMOUS NAMES Demonstration Ballot

DOMINION VOTING

To VOTE: Completely fill in the oval next to your choice like this. Mark with a blue or black ink pen, or with a pencil.

FEDERAL OFFICES	STATE OFFICES	PROPOSITIONS
UNITED STATES SENATOR (Vote for ONE)	STATE SENATOR 37th DISTRICT (Vote for ONE)	PROPOSITION 1 Shall the President of the United States be elected for no more than three terms?
EVERETT DIRKSEN VIRGINIA PARTY	FLORENCE NIGHTINGALE VIRGINIA PARTY	YES <input type="checkbox"/> NO <input type="checkbox"/>
CHARLES CURTIS OHIO PARTY	ANDREW CARNEGIE OHIO PARTY	
JOHN HANCOCK CALIFORNIA PARTY	FRANCIS SCOTT KEY CALIFORNIA PARTY	
Write-In	Write-In	
UNITED STATES REPRESENTATIVE (Vote for ONE)	NONPARTISAN OFFICES	
WILLIAM B. WILSON VIRGINIA PARTY	BOARD OF EDUCATION (Vote for ONE)	
ROBERT LA FOLLETTE OHIO PARTY	BOOKER T. WASHINGTON ALBERT EINSTEIN	
W.C. REDFIELD CALIFORNIA PARTY	THOMAS ALVA EDISON HELEN KELLER	
Write-In	Write-In	

000002_00001.tif scanned at 112/148 on 05/19/2014
Office of UNITED STATES SENATOR
Vote for EVERETT DIRKSEN
Office of UNITED STATES REPRESENTATIVE
Vote for WILLIAM B. WILSON
Office of STATE SENATOR, 37TH DISTRICT
Vote for FLORENCE NIGHTINGALE
Office of BOARD OF EDUCATION
Vote for BOOKER T. WASHINGTON
Office of PROPOSITION 1
Vote for YES

The AuditMark Advantage

Transparency: Our system is the only one that stores a complete image of every ballot cast, along with the audit trail for that ballot visually affixed to the image.

Accuracy: The audit trail shows how the tabulator interpreted the voted ballot markings when it was cast. By viewing this image, an election official can easily verify that the tabulator has correctly interpreted the voter's selections on the ballot.

Trust: Furthermore, by randomly opening a small number of image files and verifying that the audit trail displays the correct results, the election official can quickly develop a high level of confidence that all of the ballots have been interpreted correctly.

In practice, the AuditMark feature can be used as:

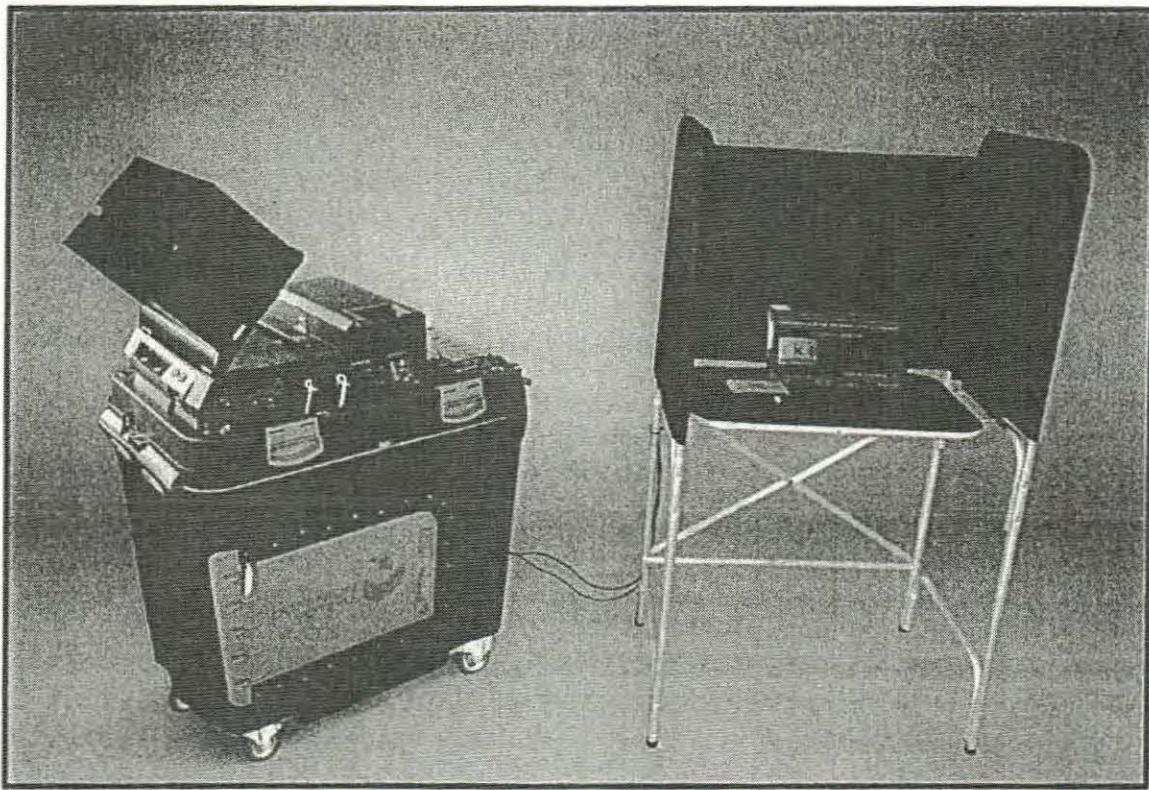
- a method to test machine integrity before an election
- a method of obtaining confidence that the equipment is functioning properly
- a method to completely audit the entire election
- a method to enhance re-counts

ImageCast Evolution - Efficient, Cost-Effective, Universal Voting Technology

Product Description and Features

The ImageCast Evolution unit (ICE) is a precinct-level, digital scan, ballot marker and tabulator that is designed to perform three major functions:

- Ballot scanning and tabulation
- Ballot review and second chance voting
- Accessible voting and ballot marking



ImageCast Evolution with Dual Display, Audio Tactile Interface, and Dominion Plastic Ballot Box

The ImageCast Evolution is Dominion's most advanced and simple to use tabulator. It features a full LCD interface that presents a unique, all-in-one digital ballot scanning and internal ballot marking solution. The ImageCast Evolution was designed to exceed the EAC VVSG 2005. The ImageCast Evolution functionality includes scanning and ballot marking for all targets on ballots ranging from sizes of 8 1/2 inches by 11 to 22 inches in length. The ImageCast Evolution provides several different options for certain ballot parameters. For example, a jurisdiction can configure the ImageCast Evolution to automatically accept, reject or divert a ballot under certain conditions. Additionally, it can be configured to alert the voter or operator of any errors that require further action to be taken.

Voters make their selections by filling in the voting targets next to their choices on a paper ballot. The voter then inserts the ballot directly into the ImageCast Evolution, which performs the following functions:

- Scans the ballot.

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- Alerts the voter of any errors on the ballot, with or without full ballot review on.
- Interprets the digital image of the ballot, and appends to the bottom of the image a record of how that ballot was interpreted by the machine (AuditMark imaging technology, proprietary to Dominion Voting Systems – please see page 233 for more).
- Redundantly stores and tallies the results.
- Prints cumulative totals of all votes cast after the polls have been closed.

The ICE is also equipped with an ultra-sonic multi-feed detector that prevents the device from accepting more than one ballot a time. Dominion has developed secure ballot paper that if used, is detected by the unit. If the paper is a copy or not a valid ballot, the unit will reject the ballot. Optionally, the BMD Light Pole device can be used as a visual indicator for poll workers to indicate current voting status for both Standard and Accessible Voting Sessions. The optional Light Pole is easy to set up at the rear of the unit. At any given time, the light status indicates whether the unit is available or in use (for both standard and accessible voting sessions), as well as if the voter requested assistance or an error requiring poll worker intervention occurred.

Accessibility

The ImageCast Evolution is equipped with an integrated ballot-marking device for voters needing additional assistance. It is the only optical scan tabulator using a single ballot path which does not require the voter to have to go to an additional unit to cast the vote.

Accessible voting sessions can be presented on the main 19" LCD display or on an optional secondary display which can be tethered to the unit. The secondary display allows for simultaneous regular and accessible voting sessions - while an accessible voting session is in progress on the second display, other voters can continue to scan and cast their ballots on the ImageCast Evolution.

The lightweight secondary display connects to the ImageCast Evolution using a single cable, making setup simple and fast. The display's slim, compact design requires no assembly, and it is easy to handle, store and set up.

In addition, the ImageCast Evolution features **several accessible voting interfaces** that allow voters with various disabilities to effectively vote, review and cast a paper ballot in a private and independent manner. The ImageCast Evolution offers the following user interfaces:

- 19" LCD, full-color screen for visual ballot review and ballot casting.
- Accessible ballot marking interface (both audio and visual)
- Assistive input devices for accessible ballot navigation and voting, including an ATI (Audio-Tactile Interface), sip & puff, and paddles.

The accessible voting session uses a hand-held controller called an ATI (Audio Tactile Interface) that connects to the ImageCast Evolution via the port located on the right side of the unit. A set of headphones connects directly to the ATI controller. Following the audio voting process using the ATI controller, the integrated inkjet printer produces a marked paper ballot which serves as the official ballot record. Voters are able to review, verify and correct their selections prior to casting their ballot by audio and/or visual means.

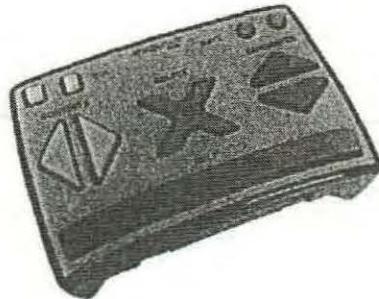
The display can be adjusted using the zoom and contrast buttons. The contrast button allows the voter to display the screen image in high contrast (high contrast is a figure-to-ground ambient contrast ratio for text and informational graphics of at least 6:1). There are three different zoom levels in order to provide an enlarged ballot for voters with visual impairments. Every voter configurable option is automatically reset to its default value with the initiation of each new voting session.

Dominion uses a library of human hand marks and writing to mark a ballot via the accessible voting session, which makes machine-marked ballots indistinguishable from hand-marked ballots, truly protecting the privacy of disabled voters.

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The ATI is the handheld device that is used by a voter during an Accessible Voting Session to navigate through and make selections to their ballot. The ATI:

- Has raised keys that are identifiable tactiley without activation (i.e. raised buttons of different shapes and colors, large or Braille numbers and letters)
- Can be operated with one hand
- Includes a 3.5 mm headphone jack
- Includes a T-Coil coupling
- Has a T4 rating for interference
- Uses light pressure switches
- Can be equipped with a pneumatic switch, also known as a Sip and Puff device, or a set of paddles.



14.

The ATI is tethered to the ImageCast Evolution via a CAT5 RJ45 cable, which can extend up to 15ft away from the unit. No key or control has a repetitive effect as the result of being held in its active position.

All-In-One Solution - A universal voting system that provides genuinely equivalent access to all voters

The Dominion Voting ImageCast Evolution is the only all-in-one precinct-based optical scan tabulator featuring an integrated ballot-marking device, which enables voters with accessibility needs to independently and privately mark, review and cast their paper ballot on the same device as all other voters. It is the only optical scan tabulator using a single ballot path which eliminates the need for the voters with accessibility needs to have to go from the Ballot Marking Device to the Precinct Scanner to cast their ballot. **All voters use the same ballot paper on the same device to cast their vote, truly making it an all-in-one solution for everyone.**

ImageCast Evolution Standard features

- 200 dpi scanner
- Internal diverter
- 19-inch LCD, full color display for an intuitive user experience
- Ballot scanning and tabulation, ballot review and second chance voting, accessible voting and ballot marking functionality in one device allowing no-touch accessible voting
- Integrated printer for ballot marking
- Integrated hardware and software ballot security features
- AuditMark vote cast record.
- Easy on/off functionality - just raise or lower the screen
- Dual, redundant compact flash memory cards
- Tabulator status signal pole, optional
- Three-inch integrated thermal printer
- Multi-lingual audio-visual support for each voter
- Adjustable screen angles

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- Integrated privacy shield and screen cover for main display
- Security access doors and interface port security status indicators
- Functional and manufacturing diagnostics for integrated printer and LCD display
- Integrated protective case
- Randomized oval marking pattern for disabled voters ensuring voter privacy

Tabulator Security

Electronic Safeguards and Security

To access any of the administration functions of the ImageCast tabulators, an electronic iButton security key has to make contact with the iButton security key receptacle on the cover of the unit.

Access to the unit can be granted to two different levels of people:

- The poll worker iButton security key is used by the poll worker to access all poll worker functions.
- The Technician iButton security key is used by a Technician with authorized access to update and verify firmware.

In the power on sequence, the unit will not function until the poll official accesses the administrator access screen. The ImageCast tabulators are unlocked by an iButton security key, which is used to:

- authenticate the software version (ensuring it is a certified version that has not been tampered with)
- decrypt election files while processing ballots during the election
- encrypt results files during the election
- provide access control to the unit

It is anticipated that the iButton security keys may get lost; therefore, any substitute key created for the same tabulator will allow the unit to work fully.

A valid poll worker iButton security key will grant access to the admin screen from which the following operational functions can be accessed:

- Diagnostics Test
- Provisional Voting/Ballot Test
- Opening Poll
- Accessible Voting
- Closing Poll
- Reports
- Election Statistics
- Re-Open Poll
- Re-Zero Poll
- Power Down
- Ballot Review

Results Storage Media

The ImageCast tabulators have sockets for two removable, non-volatile Compact Flash cards (Primary and Administration), both of which are accessible from the unit and stored behind sealable doors. The content of each card is encrypted and signed.

The system saves election and voting data simultaneously to both locations, keeping the content of both memory cards in sync. The administrative memory card holds a copy of the election results and audit log from the primary card. The memory cards will retain data for over twenty-two months, as per EAC VVSG 2005 Volume I requirements.

Internal Battery

In the event of a power failure, ImageCast tabulator units have an internal Lithium Ion rechargeable battery with a 2 hour life.

In the case of a power failure, including full power drain, restarting places the unit in "Interrupt" mode, in which the previously stored election data is reloaded when the unit resumes operation. If there is catastrophic electrical or mechanical damage, the memory cards are inserted into a spare unit. When powered on, the unit resumes operation using the previously stored election data.

Media Storage Security

The entire set of data files supporting the election are contained on the Primary Compact Flash device. The files stored on these cards allow for recovery from external conditions that cause equipment to become inoperable. The election results, device logs and scanned ballot images are recoverable from the secondary memory card. Further, the AuditMark functionality can be used to independently verify the total votes for any particular candidate or ballot issue.

Tabulator Audit Trail

The tabulator Audit trail file is stored on the Compact Flash memory card, and contains a chronological list of all messages generated by tabulator software. All audit record entries include a time-and-date stamp. This file is encrypted and digitally signed to protect its integrity.

During the final results tally audit activity, the automated audit log of each optical scanner is input into the EMS Results Tally and Reporting system for a consolidated record.

This tabulator Audit trail file will include:

- System start up messages (recorded by Application Loader).
- System self-diagnostic messages (module initializations, security verifications).
- All administrator operations (messages include "security key" id names).
- All ballots cast, rejected and diverted.
- All voter notifications (undervotes, overvotes).
- All system errors (paper jams, power failures, hardware failures, data errors, etc.).
- Source and disposition of system interrupts resulting in entry into exception handling routines.
- All messages generated by exception handlers.
- Notification of system login or access errors, file access errors, and physical violations of security as they occur, and a summary record of these events after processing.
- Non-critical status messages that are generated by the machine's data quality monitor or by software and hardware condition monitors.

All audit logs are digitally signed. If there is tampering of the audit data or logs, this is detected by the operating unit. The unit reports 'Election file mismatch' and will not operate since modifying the audit files can only indicate malicious usage.

Every action, event, and operation that occurs on ImageCast tabulators is permanently logged to an audit log file that exists on both memory cards. Every event and operation that occurs on

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the election management system is kept on the election project audit within the EMS Database. This file is signed and encrypted.

Audit logs are available to operators at all times. On the optical scanners, these can be accessed from the Administration menu, and printed. In EMS, a directory of audit files is accessed in the graphical user interface, and can be printed. Operators with Administration privileges can access these files at any time.

Audit log records cannot be deleted nor modified. Users with proper authorization levels can generate and view the audit report. Audit reports cannot be deleted.

Ballot Box

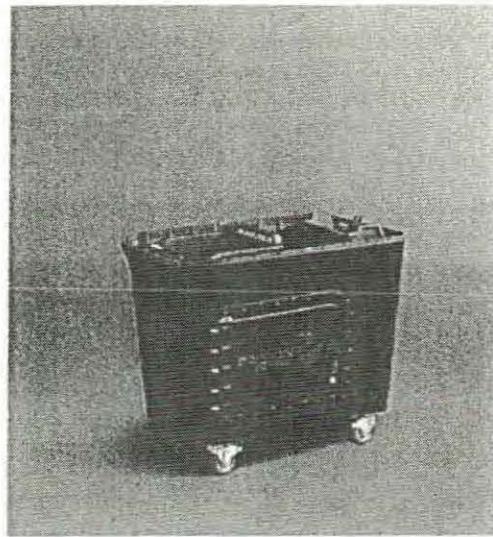
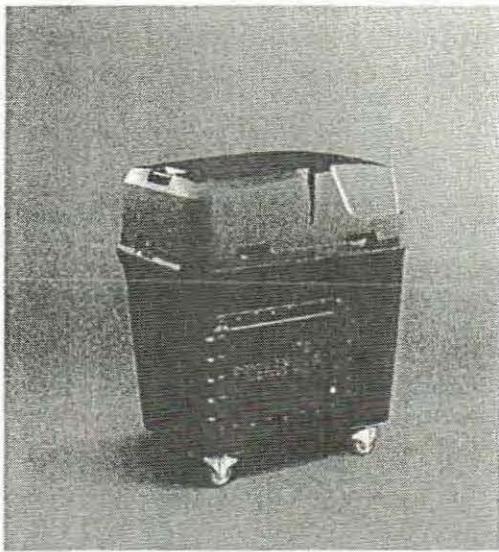
Dominion has designed an innovative, complementary ballot box, pictured below. It is built of sturdy plastic, and features four large lockable swivel wheels and handles on all sides for ease of movement, allowing the units to be securely transported to and from the polling place. Since it has no internal moving parts, the ballot box can also accommodate Election Day supplies when it is not storing ballots. For security purposes, the ballot box features five locks and multiple security seal points to limit access and prevent tampering.

When the poll worker arrives to set up, they will unlock the cover, plug the ballot box into the wall plug, lift the screen and the system will turn on and be ready to print the zero tape. All other components are already attached, keeping polling location issues to a minimum.

The Dominion Plastic Ballot Box is:

- Made from solid extruded plastic and features an interchangeable lid and internal bin baffles that vary by tabulator.
- Built to the requirements of the EAC, the ballot box capacity is sized to US polling place requirements, with 3 bins (main bin, write-in bin, and auxiliary/emergency bin).
- The tabulator locks and seals onto the ballot box, which features a cover that provides additional security and ease of transportation.
- Features a sealed plastic base and is water resistant.
- Offers multiple deployment and warehousing options, including the possibility of nesting the boxes up to three units deep.

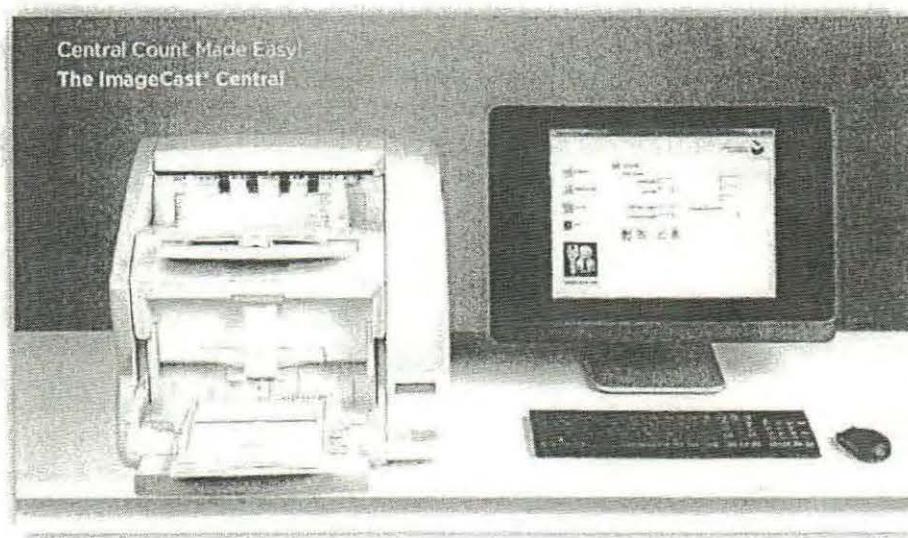
15.



Plastic Ballot Box - with the lockable cover (left), and showing the three interior compartments (right)

ImageCast Central – Scalable, Flexible and Efficient

Dominion's ImageCast Central (ICC), like all of our ImageCast products, stores the ballot image with the secured AuditMark. The system's flexibility allows the jurisdiction to customize electronic out-stacking conditions, such as overvotes, undervotes, marginal marks, and certified write-in contests. The Image Cast Central has all the tools Election officials are looking for to make their central count process easy and more efficient.



With the ImageCast Central Count solution, Dominion focused its efforts on how to create efficiency utilizing lower cost, off-the-shelf scanners which meet the VVSG 2005 standards, and software that streamlines the process. It is simple - the operator loads the batch into the scanner; presses scan. When complete, the operator presses the accept button and moves on to the next batch. The ImageCast Central Count application interprets the ballot markings via the scanned image and in seconds determines whether or not the ballot is valid or needs to be out-stacked for adjudication. The operator does nothing but process the ballots. The system's intelligence does the rest. Along with the requisite COTS hardware, the ImageCast Central provides ample flexibility to meet the needs of small, medium and large jurisdictions. The ImageCast Central application allows jurisdictions to consolidate results in an efficient environment, in real time.

This use of less expensive and compact third-party devices enables the ImageCast Central Count solution to offer higher sustained throughputs in the face of hardware failures, flexible site layouts when space is at a premium, and access to a vast pool of readily available replacement parts and certified technicians. All of these factors translate to improved maintainability, and lower cost of ownership.

Central scanning is typically utilized to process absentee or mail-in ballots, but the ImageCast Central Count system allows a jurisdiction to process their entire election if needed. The election definition is taken from EMS, using the same data and database that is utilized to program any

precinct scanners for a given election. Multiple ImageCast Central scanners can be programmed for use in an election. The ImageCast Central application is installed and later initialized on a computer attached to the central count scanner. Ballots are processed through the central scanner(s) in batches based on jurisdictional preferences and requirements. The ImageCast Central stores ballot images by scanned batches. The scanned ballot images are migrated to the Election Management System (EMS) through computer networking or removable media. As with ballot images from any precinct scanners in use for an election, Results Tally and Reporting is the portion of EMS that processes the images to provide tabulation and operational reports to the jurisdiction (for more information on Results Tally and Reporting, see page 258). Batches can be appended, deleted, and processed in a number of ways to suit typical election workflows, intake of ballots before, during, and after Election Day, jurisdictional requirements surrounding absentee ballot tabulation, and canvassing needs. The ImageCast Central Count also features all of the technological advances present in the precinct-level tabulators – the AuditMark and the Dual Threshold technology. The ImageCast Central is used for ballot image and election rules processing and results transferring to the EMS Data center. The ImageCast Central Workstation is equipped with a PC and a Canon high-speed scanner.

System Security Overview

Dominion implements security protocols that meet or exceed EAC VVSG 2005 requirements. All of Dominion's security protocols are designed and implemented to stay current with the rapidly evolving EAC security requirements set forth by various iterations of the VVSG.

Dominion's security technology is unprecedented insofar as it takes into account every aspect and every component of the Democracy Suite platform. This includes – but is not limited to – the full encryption of election projects, iButton security keys, Compact flash cards, election data, software applications, elections results files, and data transmission. In addition, Dominion developed a custom ballot authentication system built around an (optional) secure ballot paper stock and in-tabulator authenticators.

Maintaining Data Integrity

Data generated by the Democracy Suite platform is protected by the deployment of FIPS-approved symmetric AES and asymmetric RSA encryption. The Democracy Suite Election Management System uses these techniques to encrypt election files prior to their use on ImageCast tabulators. Once the polls have been closed, the ImageCast tabulators encrypt all of the results files prior to transmitting them back to EMS.

SHA-256 hashes are used for all data integrity and verification. Should an intrusive process or altering of any file occur, hash values will be, in turn, altered as well. With that said, any presence of an intrusive process will be detected, as the hashes of any altered data will not match the value initially determined.

EMS Security

To protect any modification of software by malicious users, the Democracy Suite Election Management System integrates the Microsoft .NET Framework code signing process, within which, Dominion Voting digitally signs every executable and library (DLL) during the software build procedure. After the installation of Election Management software, only successfully verified EMS software components will be available for use. Digital signature verification is performed by the .NET Framework runtime binaries. If a malicious user tries to replace or modify any EMS executables or library files, the digital signature verification will fail and the user will not be able to start the EMS application.

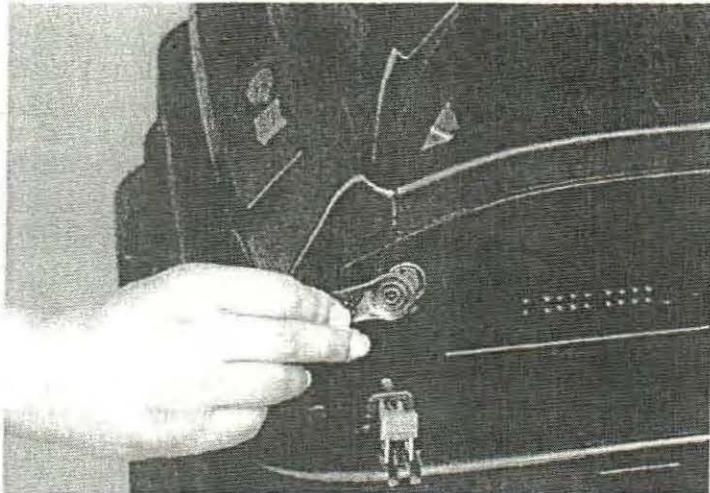
Role-based Access Controls

The Dominion Democracy Suite system integrates a role-based access control system for all software and hardware components. Each user accessing the system is a member of one of the predefined or custom-made roles. Each role has its own set of permissions, or actions that users of that role are allowed to perform. This access control approach provides authentication and authorization services and can be granular according to the jurisdiction's needs and organization. Complete user and role membership management is integrated within the Democracy Suite EMS Event Designer client application.

The Democracy Suite EMS platform implements role-based user management for provisioning access control mechanisms on each election project. Managing access control policies is integrated within the User Management activity of the EMS EED client application. This activity is permitted only for users with administrative privileges.

Hardware Access Controls

Democracy Suite utilizes hardware-based security tokens (iButton security keys) in the process of access control for ImageCast Precinct and ImageCast Evolution tabulators. These password paired hardware tokens contain data encryption information used in the voting process (encryption and signing keys). Without a valid security token, and paired access password, the administrative functions of election tabulators are effectively locked.



The poll worker applies his/her iButton security key to the tabulator

Communications

For communication channels (as well as data storage) a combination of security techniques for data integrity, authenticity and confidentiality is implemented. The Dominion

Democracy Suite integrates AES or RSA encryption algorithms for data confidentiality, along with SHA-256 and HMAC digital signatures for data signing (data authenticity and integrity). The system does not require external Internet connections.

Effective Password Management

Proper password management requires multiple activities and controls, namely:

- Input data validation
- Data quality
- Utilization of one-way (hash) cryptography
- Computer generated passwords for greater entropy and protection from dictionary attacks
- Different password strength profiles for different user levels
- Utilization of hardware tokens for storing user credentials (two-level authentication security: something you know and something you have)
- User state machine (initial, active, inactive)

All of these activities and controls are integrated within the Democracy Suite platform. Dominion utilizes authentication and authorization protocols that meet EAC VVSG 2005 standards. In addition, Dominion's solution relies on industry-standard security features to ensure that the correct users based on a user role or group are granted the correct privileges. Finally, each jurisdiction is responsible for ensuring that only authorized personnel have access to both the system and tools used for installation and configuration purposes. All back end system, and tabulator operations are continuously and completely logged at all times to maintain a complete record of all election-related processes.

Mode 1- Symmetric Crypto			
File Type	Storage Place	Confidentiality	Integrity
Election files (ICP) and election database (ICE), DCF (ICP) and MBS (ICE), result files (ICP/ICE)	NAS and Compact Flash	AES-128/256	HMAC (SHA-256)
Reports and Logs	NAS and Compact Flash	AES-128/256	HMAC (SHA-256)
Ballot Images	NAS and Compact Flash	-	HMAC (SHA-256)
Ballot Layout Definition (XML)	NAS and Compact Flash	-	HMAC (SHA-256)
Official Ballots	NAS	X.509 Digital Certificate	
User Credentials	iButton	HMAC (SHA-256)	HMAC (SHA-256)

File Type to Security Algorithmic Mappings

EMS Audit Log

From the initial state of the election project, until the deactivation state, the EMS system maintains an activity log within the EMS Database. This activity log contains every action that any of the users have performed within the system and represents a detailed audit log that can be analyzed and printed in the form of an audit report. The audit record information cannot be modified or permanently deleted using the EMS client applications. It can, however, be exported for archiving purposes as part of the record retention policy. Keeping in mind that audit log information can contain a significant amount of information, it is the responsibility of the administrative user to perform regular archiving of the log.

During the voting phase of the election event, ImageCast devices also keep an activity audit log which tracks events happening on the device itself.

ImageCast Security Paper

Dominion's custom ballot authentication system is built around an (optional) secure ballot paper stock and in-tabulator authenticators that include:

- Custom ballot stock that incorporates an invisible infrared-reactive agent, built into the paper as it is manufactured.
- Matching non-contact paper sensor/authenticators are built into the ImageCast tabulators. This combination of technologies assures that:
 - Secure ballots cannot be counterfeited or duplicated, yet can be simply printed by our certified printers and by our customers.
- An ecologically-sound paper product will put us in the vanguard of responsible paper users.

Additional Security Paper Features:

- Special coating to improve toner adhesion
- Reduced porosity to limit pen bleed-through
- Binders to limit curl induced by xerographic printers
- Improving fold tear strength
- Improving ballot stacking

Attachment 1 - Contract Terms

The following terms are required when entering into a contractual relationship with Sherburne County (County). Additional terms and conditions may be required in the final document. Please acknowledge that you will agree to the following contractual terms.

Audits, Reports, Records and Monitoring Procedures

The vendor will:

1. *Maintain records which reflect all revenues, costs incurred and services provided in the performance of the contract.*
2. *Agree that the County, the State Auditor or legislative authority, or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonable and necessary for a minimum of six years from the end of this contract pursuant to Minnesota Statute 16C.05, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, and accounting procedures and practices of the vendor which are relevant to the vendor's performance.*

Standards

1. *The vendor shall comply with all applicable Federal and State Statutes and regulations as well as local ordinances now in effect or hereafter adopted.*
2. *Failure to meet the requirements of number 1. above may be cause for cancellation of the contract effective the date of receipt of the Notice of Cancellation.*

Vendor Information Technology Usage Agreement

All vendors who access the County information technology resources in the course of their work for the County shall comply with the Information Technology Usage Agreement. Vendors and contractors must ensure all their employees and agents comply with the County's Information Technology Usage Agreement.

Material, Work Performance and Ownership of Work Product(s)

Vendor shall own all rights, title and interest in all computer programs, including any source code, object code, enhancements and modifications except that the County shall own all rights, title and interest in all computer programs, including any source code; object code; enhancements; modifications; all files, including input and output materials; all documentation related to such computer programs and files; all media upon which any such computer programs, files and documentation are located; and all related material which contain County data, documentation, memoranda, correspondence and files generated by the vendor in the course of its work for the County. All such work products must be surrendered to the County at the completion of the contract. Work products which are subject to the Minnesota Government Data Practices Act, Minnesota Statute Chapter 13 and regulations thereto shall not be removed from the County's worksite.

Upon termination or expiration of this contract, the vendor shall promptly return to the County all computer programs, files, documentation and related materials owned by the County. In addition, after termination or expiration of the contract, the vendor agrees to fully cooperate with the County and any third party should the County seek to convert the system established by the program developed by the vendor under this contract to any other system. The parties agree that the County may enforce this provision through an action for specific performance.

Data Privacy

All data collected, created, received, maintained, or disseminated, or used for any purposes in the course of the vendor's performance of this contract, is governed by the Minnesota Government Data Practices Act, Minnesota Statutes 1984, Section 13.01 et seq. or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy. The vendor agrees to abide by these statutes, rules and regulations and as they may be amended.

Nondiscrimination

The vendor shall comply with and abide by the obligations and requirements set forth in Minnesota Statute Section 181.59 and general County policy, that every contract contain provisions by which the vendor agrees to freedom from discrimination in employment.

Indemnity and Insurance

1. *Indemnity. The vendor does hereby agree that it will defend, indemnify, and hold harmless the County against any and all liability, loss, damages, costs and expenses which the County may hereafter sustain, incur or be required to pay by reason of any negligent act or omission or intentional act of the vendor, its agents, officers or employees during the performance of this contract.*
2. *Insurance. The vendor does further agree that in order to protect itself, as well as the County, under the indemnity contract provision herein above set forth, it will at all times during the term of the contract have and keep in force:*
 - a. *Commercial General Liability/Professional Liability with contractual liability coverage in the amount of the County's tort liability limits set forth in Minnesota Statute 466.04 and as amended from time to time.*
 - b. *Automobile coverage in the amount of the County's tort liability limits set forth in Minnesota Statute 466.04 and as amended from time to time.*
 - c. *Workers' Compensation in statutory amount.*

Evidence of insurance shall be provided before this contract is effective. The County shall be given thirty (30) days' advance written notice of any changes in coverage.

In the event that claims or lawsuits shall arise jointly against the vendor and County, and the County elects to present its own defense, using its own counsel, in addition to or as opposed to legal representation available by the insurance carriers providing the coverage as stated above, then such legal expense shall be borne by the County.

A Performance Bond and a labor and materials bond in the full amount for any contract over is required in the amount of the contract. The cost of the bond is to be incorporated in vendor's Bid. If there is a force majeure, the parties agree to work together toward a new time line. Neither party shall be responsible to the other for any delay or cancellation of the agreement due to inability to perform as a result of the force majeure.

Independent Contractor

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the vendor as the agent, representative, or employee of the County for any purpose or in any manner whatsoever. The vendor is to be and shall remain an independent contractor with respect to all services performed under this contract. The vendor represents that it has, or will secure at its own expense, all personnel required in performing services under this contract. Any and all personnel of the vendor or other persons, while engaged in the performance of any work or services required by the vendor under this contract, shall have no contractual relationship with the County and shall not be considered employees of the County.

Neither the vendor nor its employees will at any time be construed to be employees of the County. The vendor is responsible for its employees' compensation, fringe benefits and all insurance coverage.

Subcontracting and Assignment

The vendor shall not enter into any subcontract for performance of any services contemplated under this contract, nor novate or assign any interest in the contract without the prior written approval of the County. Any assignment or novation may be made subject to such conditions and provisions as the County may impose.

If the vendor subcontracts the obligations under this contract, the vendor shall be responsible for the performance of all obligations by the subcontractors.

Modifications

Any material alteration, modification or variation shall be reduced to writing as an amendment and signed by the parties. Any alteration, modification, or variation deemed not to be material by agreement of the County and the vendor shall not require written approval.

Merger

It is understood and agreed that the entire contract of the parties is contained herein and this contract supersedes all oral agreements and negotiations between the parties relating to this subject matter. All items referred to in this contract are incorporated or attached and deemed to be a part of the contract.

Firearms Prohibited

Unless specifically required by the terms of this contract, no provider of services pursuant to this contract, including but not limited to employees, agents or subcontractors of the vendor shall carry or possess a firearm on County premises or while acting on behalf of the County pursuant to the terms of this contract. Violation of this provision shall be considered a substantial breach of the contract, and, in addition to any other remedy available to the County under law or equity. Violation of this provision is grounds for immediate suspension or termination of this contract.

Performance

Acceptance testing shall be commenced within 15 days of delivery and installation of the equipment by the vendor and shall be deemed accepted when it has operated for thirty (30) consecutive days in conformity with the specifications set forth in the RFP Exhibit A-Scope of Services. The County shall be the sole judge of whether the application operates in conformity with the specifications, and acceptance shall only occur upon the County's written notice to the vendor that the application has been accepted. In the event that the equipment does not so perform, the period may be extended on a day-to-day basis until such performance is achieved for thirty (30)

consecutive days. In the event that the equipment does not meet the specifications, the County shall detail in writing the deficiencies of the equipment. If, at any time following sixty (60) days after commencement of acceptance testing, the equipment has not met acceptance testing standards, the County may at its sole option request replacement equipment be provided or declare the vendor in breach of this contract and seek any and all remedies available to it in law or equity. To ensure functionality, final payment to the vendor shall not be made until 90 days after acceptance of the equipment. The Vendor warrants, represents and assures that the equipment and service to be provided are in accord with the requirement of the contract and bid specification, it will meet the functional and performance standards as set forth in the bid document and will meet or exceed the representations contained in the response for the bid after acceptance testing and approval by the County by its representative.

Minnesota statute 574.26 requires that the Vendor furnish a Performance Bond and a Labor and Materials Bond in the full amount for any contract over \$100,000 in favor of the County to protect the County against any breach of contract. The Performance Bond shall apply to the Vendor's obligation to timely deliver equipment and applications in conformity with the County's specifications as required by the contract. The surety company providing the bond shall be registered to do business in the State of Minnesota and be satisfactory to the County.

Any payment made to the Vendor, including final payment shall not excuse the Vendor from the requirement to repair any defect in the equipment. This equipment shall operate in all material respects as specified in the documentation. Vendor shall be responsible for correcting, as its own expense, any material defects in the hardware or software that is brought to their attention within one year after the acceptance of the same.

Vendor warrants the products shall continue to be supported by the Vendor under the Maintenance Agreement with the County for a duration of at least 10 years. This provision runs the duration of the maintenance agreement or for a minimum of 10 years, whichever is longer.

Vendor Debarment, Suspension, and Responsibility

Federal Regulation 45 CFR 92.35 prohibits the County from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, subdivision 2, provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the County. Vendors may be suspended or debarred when it is determined through a duly authorized hearing process, that they have abused the public trust in a serious manner. The venue for any dispute shall be Sherburne County, Minnesota.

Dominion Voting response:

Dominion Voting Systems, Inc., hereby indicates there are some concerns or exceptions to provisions of the RFP Terms and respectfully reserves the right to negotiate the final terms and conditions as part of the overall contract discussion with the County.

Attachment 2 - Vendor Offer Signature and Certification

The vendor offer signature and certification forms are available in the following pages.

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Attachment 3 - Insurance Requirements and Certificate of Insurance

Vendor shall procure and maintain for the duration of the contract, insurance coverage for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Vendor, its agents, representatives, or employees.

1. *Minimum Scope of Insurance: Coverage shall be at least as broad as follows:*
 - a. *Insurance Services Office (ISO) Commercial General Liability coverage (occurrence form CG 00 01 or a substitute form providing equivalent coverage), and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).*
 - b. *Business Automobile Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or substitute for providing equivalent liability coverage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).*
 - c. *Workers' Compensation as required by the State of Minnesota, and Employer's Liability insurance. If the Vendor's employment is an excluded employment under Minn. Stat. § 176.041 and the Vendor elects not to purchase workers' compensation coverage, the Vendor shall provide the County with a written waiver of workers' compensation coverage in a form acceptable to the County. The Vendor agrees that under no circumstances shall the County be responsible for workers' compensation for injuries suffered in connection with this Agreement.*
2. *Minimum Limits of Insurance: Vendor shall maintain NO LESS THAN the following limits of insurance:*
 - a. *Commercial General Liability Insurance, and if necessary, Commercial Umbrella Liability:*
 - \$2,000,000 each occurrence
 - \$2,000,000 annual aggregate
 - b. *Business Automobile Liability and if necessary, Commercial Umbrella Liability:*
 - \$1,500,000 each accident for bodily injury and property damage
 - c. *Employers Liability:*
 - as required by the State of Minnesota
 - d. *Professional/Technical Liability or Errors and Omissions:*
 - \$2,000,000 per claim
 - \$2,000,000 annual aggregate

3. *Deductibles and Self-Insurance: Any deductibles in excess of \$50,000 must be declared to and approved by the County. If Vendor is self-insured, a Certificate of Self-Insurance must be provided to and approved by the County*

4. *Additional Insurance Conditions:*

- a. *Vendor's insurance shall apply as primary insurance with respect to any other insurance or self-insurance program maintained by the County. The County's insurance or self-insurance program shall be excess of Vendor's insurance and shall not contribute to it. Vendor's coverage shall contain no special limitations on the scope of protection afforded to the County and its agents, officers, directors, and employees.*
- b. *Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees or volunteers.*
- c. *Each insurance policy required by this clause shall not be cancelled, materially changed or not renewed without thirty day written notice thereof to the County by certified mail, return receipt requested.*
- d. *Each insurance policy shall include an endorsement or policy provision that waives any claim or right in the nature of subrogation to recover against the County and its agents, officers, directors, and employees.*
- e. *Vendor must obtain insurance policies from insurance companies having an "AM BEST" rating of A:VII or better and authorized to do business in the State of Minnesota.*

5. *Verification of Coverage:*

Vendor shall provide the County with certificates of insurance and original endorsements showing that the Vendor has each type of insurance coverage and limits required under this contract. All certificates and endorsements are to be received and approved by the County before work commences.

Dominion Voting Response:

Dominion understands and will comply with all insurance requirements and certificate of insurance before work commences as stated in this RFP.

Attachment: 6

Request for Proposals for Election Equipment and Services

Issued by: County Auditor/Treasurer

Release Date: October 20, 2015

The issuance of this Request for Proposals (RFP) constitutes only an invitation to submit a bid to Sherburne County (County). County has no obligation to place an order as a result of this inquiry.

Responses will be accepted until 4:30 p.m. central standard time (cst) on November 16, 2015 at the Auditor/Treasurer Department at the Sherburne County Government Center. Please note that it is the vendor's responsibility to ensure that the bid and all other required documents are received by the closing date and time specified.

Schedule of Events

October 20, 2015—RFP released to vendors

November 11, 2015, 4:30pm (cst)—Question period ends

November 16, 2015, 4:30pm (cst)—RFP responses due

December 1 or 15, 2015—Recommendation made to County Board

Bids should be submitted to the following address:

Diane Arnold, Sherburne County Auditor/Treasurer
Sherburne County Government Center
13880 Business Center Drive NW
Elk River, MN 55330

I. Project Information

Sherburne County, through the Auditor/Treasurer Department, seeks a qualified Vendor for reporting election results efficiently and accurately. This would include casting, counting, compiling, and reporting votes for all state, federal, and local elections in the County. The purpose of this RFP is to select a system to replace the County's current voting system for the 2016 Primary Election. The current system has been in use since 1998 and utilizes outdated technology.

Currently the County has 35 precincts and over 50,000 registered voters, and processes all of the Absentee and UOCAVA ballots for state, federal, and county elections.

The new system must:

- Provide improved reporting efficiencies for ballot counts through wireless modems;
- Be certified by the State of Minnesota;
- Integrate with State election reporting systems;
- Provide user-friendly software applications; and
- Contain battery back-up supply

Vendors must address all information specified in this RFP. The County reserves the right to verify any information contained in the vendor's response and to request additional information after the RFP response has been received. The response shall include all costs for supplies, materials, equipment, labor, and expenses necessary to implement their system. The vendor shall not enter into any subcontract for performance of any services under this agreement nor assign or transfer any interest in this agreement without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary.

II. Submittal Requirements

1. Submission of Proposals. Submit 3 bound copies of the proposal and one copy in .pdf form submitted by email. Proposals shall be submitted to:

Diane Arnold, Sherburne County Auditor/Treasurer
Sherburne County Government Center
13880 Business Center Drive NW
Elk River, MN 55330
Auditor@co.sherburne.mn.us

2. Deadline for Submission. All proposals must be received in completed form by 4:30 p.m. (cst) on November 16, 2015. Proposals received after that time will not be accepted.
3. Examination of RFP. By submitting a proposal, the Vendor represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the County's objectives for the project.
4. Addenda/Clarifications. Any changes to this RFP will be made by written addendum. No verbal modifications will be binding.
5. Questions. Questions relating to the project requirements and the contents of this RFP may be submitted to the Sherburne County Auditor/Treasurer in writing or by email by 4:30 p.m. (cst) on November 11, 2015.
6. Pre-Contractual Expenses. Pre-contractual expenses are defined as expenses incurred by the Vendor in: 1) preparing its proposal in response to this RFP; 2) submitting that proposal to the County; 3) negotiating with the County on any matter related to this RFP; 4) any other expenses incurred by the consultant prior to the date of execution of the proposed agreement. The County shall not, in any event, be liable for any pre-contractual expenses incurred by the Vendor in the preparation of their proposals. Vendor shall not include any such expenses as part of their proposals.
7. Contract Award. Issuance of this RFP and receipt of proposals do not commit the County to the awarding of the contract. The County reserves the right to postpone opening for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than the selected Vendor, should

negotiations with the selected Vendor be terminated, to negotiate with more than one Vendor simultaneously, or to cancel all or part of this RFP.

8. **County Rights.** The County may investigate the qualifications of any Vendor under consideration, require confirmation of information furnished by the Vendor, and require additional evidence of qualifications, to perform the work described in this RFP. The County reserves the right to:

- a. Reject any or all proposals if such action is in the public interest;
- b. Cancel the entire Request for Proposals;
- c. Issue a subsequent Request for Proposals;
- d. Remedy technical errors in a Request for Proposals;
- e. Appoint evaluation committees to review the bids;
- f. Establish a short list of Vendors eligible for interview after evaluation of written bids;
- g. Extend the deadline or accept late bids under extenuating circumstances at its discretion; and
- h. Negotiate with any, all, or none of the RFP Vendors.

This RFP does not commit the County to enter into a contract, nor does it obligate the County to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract.

10. **Independent Contractor Status.** The Vendor will be an independent contractor and nothing contained in any contract awarded shall be construed to create the relationship of employer and employee between County and the Vendor. The Vendor is not entitled to receive any of the benefits by County employees and is not eligible for workers' or unemployment compensation benefits. The Vendor understands that no withholding or deduction for state or federal income taxes, FICA, FUTA, or otherwise, will be made from payments due the consultant and that it is the Vendor's sole obligation to comply with the applicable provisions of all federal and state tax laws.

III. Contract Terms and Conditions.

The County will prepare a contract with the selected Vendor. The County will use its standard contract terms and conditions, including standard insurance terms, which are attached to this RFP (Attachment 1). The selected Vendor must be willing to sign a contract that will incorporate the RFP plus attachments, the response to the request for proposals and any other terms negotiated by the parties.

- IV. Scope of Services – see Exhibit A
- V. Technical and Functional Requirements – see Exhibit B
- VI. Vendor's Cost Proposal – see Exhibit C
- VII. Contract Terms – Attachment 1
- VIII. Vendor Offer Signature and Certification – Attachment 2
- IX. Insurance Requirements and Certificate of Insurance – Attachment 3

Sherburne County Request for Proposal ("RFP")
Vote Tabulating Election Equipment
EXHIBIT A – SCOPE OF SERVICES

1. Integration System Requirements

Minimum requirements for all proposals included a fully integration system that consists of:

- 1) Precinct ballot counters
- 2) Central ballot counter
- 3) Ballot marking devices
- 4) Printers required for precinct counters and ballot marking devices
- 5) System administrative components, implementation services
- 6) Post-implementation technical support and maintenance
- 7) Documentation
- 8) Staff training

The proposed equipment shall be new and unused unless otherwise specified.

A. System Components - Polling places

- a. Precinct ballot counters (Quantity: 38) and ballot boxes (Quantity: 34)
- b. Accessible ballot marking devices (Quantity: 35) for use by disabled voters and printer(if applicable)
- c. An original and duplicate memory device and all other materials needed to operate the precinct ballot counter and ballot marking device

B. System components – Absentee and Early Voting location

- a. Central count ballot counter (Quantity: 1)
- b. Components for operation of central count ballot counter
- c. An original and duplicate memory device and other materials needed to operate the central ballot counter

C. Administrative components – County elections office (including but not limited to the following)

- a. Memory device preparation components
- b. System administration components

D. Implementation services

- a. Initial County elections staff training to be conducted at the County elections office at least 4 weeks before implementation of system
- b. Ongoing technical support for County elections staff in System operations and administration, by telephone, email, webinar or other mutually agreeable method during normal business hours (central time)
- c. On-site Election Day technical support for 3 days for County elections staff for State Primary
- d. Trade in schedule for existing County voting system components

Sherburne County Request for Proposal ("RFP")

Vote Tabulating Election Equipment

EXHIBIT A – SCOPE OF SERVICES

E. Post-implementation services

- a. Extended warranty or service agreement for maintenance and repair of System components
- b. Depot repair schedule for System components
- c. Spare parts and consumables schedule for System components
- d. Training and certification (if required) for County elections staff in maintenance and repairs to System components
- e. Annual licenses or other County payments required to operate and administer the System
- f. Service agreement for ongoing technical support for County elections staff in System operations and administration, by telephone, email, webinar or other mutually agreeable method during normal business hours (central time)
- g. On-site Election Day technical support, as requested by the County, for any election

F. Third Party Ballot Printing

- a. Vendors must base proposals on the assumption that the Vendor or a third-party selected by and operating at the sole direction of the County, or both, will print all ballots to be used by the System.
- b. Vendors must provide paper, ink and color specifications to the County for ballot printing.
- c. System must create ballot images in .pdf output for ballot printing and posting on state and County websites.
- d. Vendors must provide all training and certification, if required, for County or third-party printers selected by the County
- e. Vendors must not impose any costs on a per election or per ballot basis on either the County or a third-party printer selected by the County to print ballots for any election

G. Warranty

- a. At a minimum, a two (2) year warranty beginning upon delivery and System acceptance that the System will operate in accordance with the provisions of the resulting Agreement and the System documentation. Warranty services shall be consistent with the requirements described.
- b. The Vendor must warrant that all warranty services shall be performed with that degree of skill and judgment normally exercised by recognized professional firms performing the same or substantially similar services.
- c. Any products furnished shall be new and free from defects. The Vendor will repair or replace any defective products at no charge to the County during the warranty period.

H. Title

Title to hardware passes to the County upon delivery of the equipment and Notice of Acceptance by the County.

Sherburne County Request for Proposal ("RFP")
Vote Tabulating Election Equipment
EXHIBIT A – SCOPE OF SERVICES

2. Precincts, Absentee Ballot Boards, and Early Voting Locations

The System solicited by this RFP will be used in an estimated total of 35 precincts, one absentee ballot board and one early voting location.

3. Deployment

The System solicited by this RFP will include all 35 precincts, one early voting location and one absentee ballot counting center at the State Primary on August 9, 2016.

The County may choose to delay, reduce the scope of or cancel the implementation at its sole discretion.

4. Delivery of System Components

Delivery of System components to the County will occur on or before May 1, 2016.

5. System Period of Use

All proposals must be based on an anticipated period of use of the System by the County for 10 years after initial implementation of the System and that all components and services for the System must be fully supported throughout that time period

6. Technical and Functional Requirements

The Technical and Function Requirements per **Exhibit B – Technical and Functional Requirements** are attached to and made a part of this RFP.

7. Cost

The vendor is not required to respond to each item in **Exhibit C –Vendor's Cost Proposal**, attached to and made a part of this RFP, but failure to do so may have an effect on the recommendation made to the County Board.

Vendor to provide a price schedule for the following items for initial System acquisition and for System operations. The Vendor whose proposal is accepted by the County will then be required to submit an updated price schedule for the price sheets in this Exhibit for each successive year for expected life of voting system (ten (10) years total).

8. Post Award Pricing

Pricing will not change during the first twelve (12) months after the commencement date of the contract. After the initial twelve (12) months, and annually thereafter on the anniversary of the contract, a price change request may be submitted to the County. All price change requests must be submitted in writing to the County forty-five (45) days prior to the date the requested changes will take effect and must be accompanied by appropriately documented marker justification. Price changes will only be granted with written approval from the County.

Sherburne County Request for Proposal ("RFP")

Vote Tabulating Election Equipment

EXHIBIT A – SCOPE OF SERVICES

9. Delivery and Acceptance

Vendor shall provide the following minimum delivery terms for the System.

- a. Inside delivery by prior appointment to the location specified by the County.
- b. Vendor shall prepare and deliver a documented procedure that will be used by County elections staff to make preparations for initial System acceptance testing.
- c. Prior to acceptance testing, all equipment must be fully assembled and all System components must be made available to County elections staff for testing. Vendor will assist the County, as needed, to perform this activity.
- d. System components identified by County staff that are malfunctioning and that cannot be easily repaired on site will not be accepted.
- e. The County will conduct testing similar to the preliminary tests required by Minnesota statute section 206.83 prior to each election to determine whether the System components are acceptable.
- f. The number of accepted units shall be the number of fully functioning and fully assembled units delivered to and approved by the County.
- g. All System components shall be all new products meeting or exceeding the specific proposal requirements provided in this RFP.

10. Simulated Election Required

No later than May 15, 2016, the County will conduct a simulated election using the System components provided by the Vendor. The simulated election will test all precincts, all early voting locations, all administrative functions and both precinct and central counting, using the 2012 state general election as the example. The Vendor must provide the County with a test sample of approximately 5,000 ballots to conduct the simulated election. If the County delays or cancels the implementation, the simulated election will take place no later than six weeks before the first election in which the System is initially deployed.

11. Interview and Demonstration of System by Vendor

The top three (3) vendors may be required to attend an interview and provide a demonstration of the System for the County. Interview notices will be sent to the vendors. The interviews and demonstrations will take place between the hours of 9:00 a.m. and 4:00 p.m. at the Sherburne County Government Center in Elk River, MN. The interviews and demonstrations for individual Vendors will be scheduled on separate days. The demonstration must include the precinct operations, absentee ballot counting center operations, related administrative operations, and compilation and report of election results. The 2012 state primary and state general elections will be the basis for the demonstrations. Ballots must include a small number of president-only and federal offices-only configuration. The Vendors will be required to prepare the ballots necessary for the demonstration from pdf files provided by the County.

Sherburne County Request for Proposal ("RFP")
Vote Tabulating Election Equipment
EXHIBIT A – SCOPE OF SERVICES

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

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

All costs of conducting the system demonstrations are the sole responsibility of the Vendors.

12. Contract Term

The anticipated term of the resulting Agreement shall be from December 31, 2015 and shall continue for five (5) years and may be renewed up to five (5) additional years.

The Contract is not effective until the successful completion of the simulated election.

13. Additional Information

The County reserves the right to reject any or all proposals offered in response to this RFP.

Cooperative Purchasing

Public entities that have a purchasing Joint Powers Agreement with Sherburne County may purchase under this Agreement after having received written permission from the Vendor. Such public entities shall execute their own contract directly with the Vendor. Ordering and payment shall be the sole responsibility of such public entity and in no manner shall be the obligation, liability or responsibility of the County.

Sherburne County RFP – Voter Tabulating Election Equipment
EXHIBIT B – TECHNICAL AND FUNCTIONAL REQUIREMENTS

Note to Proposers: Vendor is not required to respond to each item in Exhibit B, but failure to do so may have an effect on the recommendation made to the County Board.

I. Operating Specifications

A. System Requirements

1. Certification by an independent testing authority of compliance with federal guidelines for voting systems adopted by the EAC.
2. Certification for use in Minnesota by the Minnesota secretary of state.
3. Capable of downloading results from precinct and central count locations on memory devices for uploading and compilation at the Elections Office.
4. Capable of preparing memory devices for precinct ballot counters, central ballot counters and ballot marking devices in a single action.
5. System design capable of adding or reducing the number of precinct ballot counters, central ballot counters and ballot marking devices during the 10 year period of expected System use.
6. Capable of reading ballots that are 8.5 inches wide and of various lengths up to 17 inches, including both 11 and 14 inches.
7. Capable of implementing early voting or vote centers by enabling the counting of multiple ballot styles on a single memory device.
8. Capable of counting multiple ballot styles for a single precinct, including countywide ballots for the office of president only and for federal offices only.
9. Capable of displaying scanned ballot images for use in conducting recounts without the use of the original ballots.
10. Capable of automatically orienting scanned ballot images face up, top up.
11. Capable of the ability to flip scanned ballot image from one side to another to display the other side of the ballot electronically.
12. Capable of sorting electronic ballot images by office, candidate, election district, or precinct.

Sherburne County RFP – Voter Tabulating Election Equipment
EXHIBIT B – TECHNICAL AND FUNCTIONAL REQUIREMENTS

13. Capable of counting ballots without immediately accumulating or reporting results.
14. Capable of exporting results to the Secretary of State's Election Reporting System.
15. Capable of counting and compiling more than one ballot style per precinct in a single election.
16. Capable of using commercially available paper for the printing of ballots.
17. Capability to securely receive transmitted results electronically from remote locations to the Elections Office.
18. Capable of counting and compiling into a single precinct votes from ballots counted at the precinct and at an absentee ballot counting center.
19. Capable of compiling and reporting statistics on the number of ballots centrally counted on a daily basis at an absentee ballot counting center prior to Election Day without reporting vote totals.

B. Precinct Ballot Counters

1. Capable of reading, recording and storing up to 10,000 votes from up to 75 different ballot styles on a single memory device.
2. Capable of reading ballots inserted in any of four orientations at a rate of 12 ballots per minute or better.
3. Capable of rejecting a ballot for an improper precinct.
4. Provide a clearly visible public counter of the total number of ballots inserted into the ballot counter.
5. Capable of downloading or transmitting encrypted vote totals to electronic media or via a secure wireless or land connection to the Elections Office.
6. Provide clear error messages to the voter for overvotes, crossover votes in a partisan primary, or for other situations where the ballot cannot be read by the ballot counter.

Sherburne County RFP – Voter Tabulating Election Equipment
EXHIBIT B – TECHNICAL AND FUNCTIONAL REQUIREMENTS

7. Provide a clear message or indicator, including the capability for an auditory and/or visual alert to the election judge and/or the voter, that a ballot has been counted or not counted.
8. Provide warning to voters of an error causing the voter's ballot to be returned in a format consistent with the requirements of the Americans with Disabilities Act.
9. Capable of providing County selected or editable messages to voters.
10. Keep a printed and electronically downloadable internal audit log of all ballot counter activities, including ballots that were rejected and not counted due to an inability of the ballot counter to read the ballot and ballots that were jammed in the ballot counter and not counted.
11. Capable of producing a precinct summary statement in the format required by the secretary of state in printed and downloadable electronic media.
12. Able to read ballots that have been folded or creased.
13. Able to support multiple languages for error messages and notifications to voters.
14. Able to seal memory devices into ballot counter, using a numbered seal.
15. Ability to store the ballot counter separately from the ballot box.

C. Central Ballot Counters

1. Capable of counting a discrete ballot style on more than one central counter.
2. Capable of minimally reading and recording up to 10,000 votes on ballots for up to 75 different ballot styles on a single memory device.
3. Capable of rejecting a ballot for a precinct that has not been designated for counting.
4. Capable of reading 30 ballots that are folded, creased and/or wrinkled per minute for each central ballot counter.
5. Capable of reading ballots inserted in any of the four orientations.

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6. Capable of producing a precinct summary statement in the format required by the secretary of state in printed and downloadable electronic media.
7. Capable of downloading or transmitting encrypted vote totals to electronic media or via a secure wireless or land connection to the Elections Office.
8. Provide clear error messages to the operator for overvotes, crossover votes in a partisan primary, or for other situations where the ballot cannot be read by the ballot counter.
9. Provide an auditory and/or a visual alert to the operator when the ballot counter has detected a ballot with an error or a ballot that cannot be read.
10. Keep a printed and electronically downloadable internal audit log of all ballot counter activities.
11. Capable of electronically sorting out or separating ballots on which one or more write-in ballot targets have been marked by the voter.
12. Capable of electronically sorting out or separating ballots on which an overvote, crossover vote in the primary or other situation where manual inspection of the ballot by the operator is required.
13. Capable of programmable or operator controlled stopping and/or out-stacking of ballots for subsequent review or adjudication.

D. Ballot Marking Device

1. Capable of being used by voters without the ability to see the ballot or screen in a manner compliant with the requirements of the Americans with Disabilities Act.
2. Capable of being used by voters with the ability to use their hands in a manner compliant with the requirements of the Americans with Disabilities Act.
3. Capable of being used by voters who need instructions in languages other than English.
4. Capable of marking ballots for up to 75 ballot styles on a single memory device.

Sherburne County RFP – Voter Tabulating Election Equipment
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5. Capable of being used by a voter without interfering with the simultaneous use of the precinct ballot counter.

E. Ballot Box

1. Capable of compact and efficient storage by stacking, nesting or folding flat.
2. Equipped with a main ballot container and an emergency voting slot and container.
3. Equipped with lockable ballot containers in which a single key opens all locks.
4. Equipped with sealable memory device access, if applicable.
5. Capacity for a minimum of 2,000 voted ballots that are 8.5 inches wide and 17 inches in length.

II. Administrative Specifications

A. General Requirements

1. Ability to operate the part of the System that is used to compile and report vote totals in a non-networked environment that is physically isolated from a non-System computer or communications network.
2. Capable of fully managing an election with up to 50 discrete precincts or vote centers from which votes are counted, compiled and reported.
3. Ability for County to prepare memory devices completely independent of Vendor.
4. Ability to accumulate ballots discretely cast on one or more precinct ballot counters and/or one or more central ballot counters and compile votes cast by precinct.
5. Ability of Vendor to create spreadsheet for test ballots for each election.

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EXHIBIT B – TECHNICAL AND FUNCTIONAL REQUIREMENTS

6. Ability to upload compiled vote totals to the Secretary of State's Election Reporting System site following the close of polls.
7. Ability to create and preserve backup electronic files of compiled vote totals.
8. Ability to report precinct level results only after both election day and pre-election day votes have been counted and compiled into a single result.
9. Ability of Vendor to import office, candidate and rotation data from Secretary of State's Election Reporting System.
10. Ability of Vendor to determine rotation sequence for each precinct using the algorithm provide in state law, using data imported from the statewide voter registration system.
11. Ability to administer more than one election simultaneously.
12. Ability to discretely report votes cast from absentee ballots, early ballots and Election Day ballots, and to report combined summary totals of all three.

B. Reports

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

Sherburne County RFP – Voter Tabulating Election Equipment
EXHIBIT B – TECHNICAL AND FUNCTIONAL REQUIREMENTS

C. Ballot Layout and Preparation

1. Ability of Vendor to layout a ballot of various lengths, including 11, 14 and 17 inches.
2. Ability of Vendor to print ballots on standard commercial, non-proprietary paper stock.
3. Ability to use ballots printed by the County or by any other printer selected by the County, at the sole discretion of the County without the imposition of additional costs or fees of any kind for the printing of ballots.
4. Ability to output ballot layouts for printing in .pdf format.
5. Ability to be marked with standard, commercially available pens or other non-erasable manual ballot markers.
6. Ability of Vendor to produce a ballot with both electronically and visually readable precinct and ballot style indicators.
7. Ability of Vendor to prepare sample ballots, including the precinct name, without electronic coding for posting on the County and state websites.
8. Ability of Vendor to print photos, logos, illustrations or other graphic instructional materials on the ballot.
9. Ability of Vendor to produce presidential and federal ballots.
10. Ability to reject both vertical and horizontal overvotes.
11. Ability to design the ballot to count and compile votes in either a vertical or horizontal configuration.

Sherburne County RFP – Voter Tabulating Election Equipment
EXHIBIT B – TECHNICAL AND FUNCTIONAL REQUIREMENTS

III. Implementation Plan Specifications

A. Ballot counters and related equipment

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

B. System administration components

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

C. Staff training

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

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EXHIBIT B – TECHNICAL AND FUNCTIONAL REQUIREMENTS

3. Training in administrative operations

D. Implementation plan schedule

1. Schedule for use of System to conduct 2016 State Primary Election:

- a. Date of Primary: August 9, 2016
- b. System deployment for all precincts, one early voting location and one absentee ballot counting center, plus backup equipment
- c. Milestones required to successfully implement the System

IV. Post-Implementation Plan Specifications

A. Warranty services

1. Extent of coverage
2. Duration of coverage

B. Post-warranty services

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

C. System administration services

1. Technical assistance provided remotely
2. On-site Election Day technical support
3. Service agreement for maintenance, repair, updating and replacement of System administration components

Sherburne County RFP – Vote Tabulating Election Equipment
EXHIBIT C - VENDOR'S COST PROPOSAL

I. Instructions to Vendors

- A. Vendor's cost proposal must include all hardware, software, technical assistance and training needed to fully implement the system, as well as county system requirements to operate the proposed system.
- B. Vendor should note that costs are subject to negotiation by the County prior to selection of the apparent successful Vendor.
- C. Unless Vendor specifically provides otherwise, the County will consider all proposed costs to be a rate setting.
- D. Except as provided for the leasing provisions, proposals for all post-implementation services beyond the date of the expiration of the initial System warranty period, including but not limited to annual maintenance and service, licenses, extended warranties, depot repairs, spare parts and on-site technical assistance will be for an initial term of two years, renewable for additional terms of two years during the 10 year period of expected System use. The maximum increase in prices shall not exceed 2% from one biennium to the next.
- E. Vendor cost proposal to be inclusive of delivery. All delivery of components to be at the location specified by the County. Inside delivery by prior appointment is required.
- F. Vendor is responsible for verifying that their cost submission is accurate and complete.
- G. Vendor is not required to respond to each item in Exhibit C, but failure to do so may have an effect on the recommendation made to the County Board.

II. Vendors are requested to propose up to three (3) acquisition options

- A. Purchase
- B. Annual lease, renewable for five years beyond initial contract term.
 1. Annual lease payment must include cost of all licenses, maintenance, repairs and parts
 2. The maximum increase of annual lease payments may not exceed 1% per year for the first five (5) years of the lease agreement.
- C. Lease to purchase, option to convert at the end of the fifth year
 1. Annual lease payment must include cost of all licenses, maintenance, repairs and parts
 2. The maximum increase of annual lease payments may not exceed 1% per year for the first five (5) years of the lease agreement.

Sherburne County RFP – Vote Tabulating Election Equipment
EXHIBIT C - VENDOR'S COST PROPOSAL

III. Ongoing service agreements

- A. Agreements for service, licenses, maintenance and spare parts
 - 1. Initial term price schedule is five (5) years
 - 2. Renewable for five (5) additional years with mutual agreement of County and Vendor
 - 3. Agreements to be available for entire ten (10) year period of expected use of the System
 - 4. Maximum increase in prices on products, services, licenses, maintenance, spare parts, on-site technical support may not exceed 2% per biennium for the ten (10) year term of expected use of the System

IV. Assumptions for submission of proposals

- A. System capable of counting 100,000 ballots at a single election
- B. Assume that 50,000 of these ballots will be centrally counted at one location
- C. Assume 38 discrete precinct voting locations plus one early voting location

V. All user training for County staff to take place at the Elections Office in Elk River.

VI. Trade-in and buyback of components

- A. Vendor must propose a price schedule for trade-in of existing voting system components.
 - 1. M100 ballot counters (available for trade-in: 38)
 - 2. Ballot boxes for the M100 ballot counters (available for trade-in: 35)
 - 3. AUTOMark ballot marking devices (available for trade-in: 35)
 - 4. M100 and AUTOMark memory cards (available for trade-in: 225)
- B. At its sole discretion, the County may choose to sell or otherwise dispose of all or part of its inventory of AUTOMark devices independently of the Vendor. The County will provide notice to the Vendor within sixty (60) days of the approval date of a contract with the Vendor to exercise this option.
- C. Vendor may propose a buyback schedule for the following System components.
 - 1. Precinct ballot counters
 - 2. Ballot boxes for precinct ballot counters
 - 3. Precinct ballot marking devices
 - 4. Central ballot counters and related administrative components

Sherburne County RFP – Vote Tabulating Election Equipment
EXHIBIT C - VENDOR'S COST PROPOSAL

VII. Price Schedule

Vendor to provide a price schedule for the following items for initial System acquisition and for System operations. The Vendor whose proposal is accepted by the County will then be required to submit an updated price schedule for each successive year for expected life of voting system (ten (10) years total).

Pricing will not change during the first twelve (12) months after the commencement date of the contract. After the initial twelve (12) months, and annually thereafter on the anniversary of the contract, a price change request may be submitted to the County. All price change requests must be submitted in writing to the County forty-five (45) days prior to the date the requested changes will take effect and must be accompanied by appropriately documented marker justification. Price changes will only be granted with written approval from the County.

- A. System acquisition
 - 1. Polling place components
 - 2. Counting center components
 - 3. System administration components
- B. System operations
 - 1. Technical support and service agreement for System administration
 - 2. On-site Election Day technical support
 - 3. Spare parts
 - 4. Annual maintenance and licenses
 - 5. Depot repair price schedule
 - 6. Training for County staff to operate System
 - 7. Training or certification for County staff to maintain and repair System
 - 8. Training for County staff to administer System
 - 9. Elections and polling place logistics management
 - 10. Buyback schedule
 - 11. Disposition of existing voting system components
- C. Ballot layout, coding and memory device preparation
 - 1. Ballot layout and coding by Vendor
 - 2. Memory device preparation by Vendor

Sherburne County RFP – Vote Tabulating Election Equipment

ATTACHMENT 1 – CONTRACT TERMS

The following terms are required when entering into a contractual relationship with Sherburne County (County). Additional terms and conditions may be required in the final document. Please acknowledge that you will agree to the following contractual terms.

Audits, Reports, Records and Monitoring Procedures

The vendor will:

1. Maintain records which reflect all revenues, costs incurred and services provided in the performance of the contract.
2. Agree that the County, the State Auditor or legislative authority, or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonable and necessary for a minimum of six years from the end of this contract pursuant to Minnesota Statute 16C.05, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, and accounting procedures and practices of the vendor which are relevant to the vendor's performance.

Standards

1. The vendor shall comply with all applicable Federal and State Statutes and regulations as well as local ordinances now in effect or hereafter adopted.
2. Failure to meet the requirements of number 1. above may be cause for cancellation of the contract effective the date of receipt of the Notice of Cancellation.

Vendor Information Technology Usage Agreement

All vendors who access the County information technology resources in the course of their work for the County shall comply with the Information Technology Usage Agreement. Vendors and contractors must ensure all their employees and agents comply with the County's Information Technology Usage Agreement.

Material, Work Performance and Ownership of Work Product(s)

Vendor shall own all rights, title and interest in all computer programs, including any source code, object code, enhancements and modifications except that the County shall own all rights, title and interest in all computer programs, including any source code; object code; enhancements; modifications; all files, including input and output materials; all documentation related to such computer programs and files; all media upon which any such computer programs, files and documentation are located; and all related material which contain County data, documentation, memoranda, correspondence and files generated by the vendor in the course of its work for the County. All such work products must be surrendered to the County at the completion of the contract. Work products which are subject to the Minnesota Government Data Practices Act, Minnesota Statute Chapter 13 and regulations thereto shall not be removed from the County's worksite.

Upon termination or expiration of this contract, the vendor shall promptly return to the County all computer programs, files, documentation and related materials owned by the County. In addition, after termination or expiration of the contract, the vendor agrees to fully cooperate with the County and any third party should the County seek to convert the system established by the program developed by the vendor under this contract to any other system. The parties agree that the County may enforce this provision through an action for specific performance.

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Data Privacy

All data collected, created, received, maintained, or disseminated, or used for any purposes in the course of the vendor's performance of this contract, is governed by the Minnesota Government Data Practices Act, Minnesota Statutes 1984, Section 13.01 et seq. or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy. The vendor agrees to abide by these statutes, rules and regulations and as they may be amended.

Nondiscrimination

The vendor shall comply with and abide by the obligations and requirements set forth in Minnesota Statute Section 181.59 and general County policy, that every contract contain provisions by which the vendor agrees to freedom from discrimination in employment.

Indemnity and Insurance

1. Indemnity. The vendor does hereby agree that it will defend, indemnify, and hold harmless the County against any and all liability, loss, damages, costs and expenses which the County may hereafter sustain, incur or be required to pay by reason of any negligent act or omission or intentional act of the vendor, its agents, officers or employees during the performance of this contract.
2. Insurance. The vendor does further agree that in order to protect itself, as well as the County, under the indemnity contract provision herein above set forth, it will at all times during the term of the contract have and keep in force:
 - a. Commercial General Liability/Professional Liability with contractual liability coverage in the amount of the County's tort liability limits set forth in Minnesota Statute 466.04 and as amended from time to time.
 - b. Automobile coverage in the amount of the County's tort liability limits set forth in Minnesota Statute 466.04 and as amended from time to time.
 - c. Workers' Compensation in statutory amount.

Evidence of insurance shall be provided before this contract is effective. The County shall be given thirty (30) days' advance written notice of any changes in coverage.

In the event that claims or lawsuits shall arise jointly against the vendor and County, and the County elects to present its own defense, using its own counsel, in addition to or as opposed to legal representation available by the insurance carriers providing the coverage as stated above, then such legal expense shall be borne by the County.

A Performance Bond and a labor and materials bond in the full amount for any contract over is required in the amount of the contract. The cost of the bond is to be incorporated in vendor's Bid. If there is a force majeure, the parties agree to work together toward a new time line. Neither party shall be responsible to the other for any delay or cancellation of the agreement due to inability to perform as a result of the force majeure.

Independent Contractor

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the vendor as the agent, representative, or employee of the County for any purpose or in any manner whatsoever. The vendor is to be and shall remain an independent contractor with respect to all services performed under this contract.

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The vendor represents that it has, or will secure at its own expense, all personnel required in performing services under this contract. Any and all personnel of the vendor or other persons, while engaged in the performance of any work or services required by the vendor under this contract, shall have no contractual relationship with the County and shall not be considered employees of the County.

Neither the vendor nor its employees will at any time be construed to be employees of the County. The vendor is responsible for its employees' compensation, fringe benefits and all insurance coverage.

Subcontracting and Assignment

The vendor shall not enter into any subcontract for performance of any services contemplated under this contract, nor novate or assign any interest in the contract without the prior written approval of the County. Any assignment or novation may be made subject to such conditions and provisions as the County may impose.

If the vendor subcontracts the obligations under this contract, the vendor shall be responsible for the performance of all obligations by the subcontractors.

Modifications

Any material alteration, modification or variation shall be reduced to writing as an amendment and signed by the parties. Any alteration, modification, or variation deemed not to be material by agreement of the County and the vendor shall not require written approval.

Merger

It is understood and agreed that the entire contract of the parties is contained herein and this contract supersedes all oral agreements and negotiations between the parties relating to this subject matter. All items referred to in this contract are incorporated or attached and deemed to be a part of the contract.

Firearms Prohibited

Unless specifically required by the terms of this contract, no provider of services pursuant to this contract, including but not limited to employees, agents or subcontractors of the vendor shall carry or possess a firearm on County premises or while acting on behalf of the County pursuant to the terms of this contract. Violation of this provision shall be considered a substantial breach of the contract, and, in addition to any other remedy available to the County under law or equity. Violation of this provision is grounds for immediate suspension or termination of this contract.

Performance

Acceptance testing shall be commenced within 15 days of delivery and installation of the equipment by the vendor and shall be deemed accepted when it has operated for thirty (30) consecutive days in conformity with the specifications set forth in the RFP Exhibit A-Scope of Services. The County shall be the sole judge of whether the application operates in conformity with the specifications, and acceptance shall only occur upon the County's written notice to the vendor that the application has been accepted. In the event that the equipment does not so perform, the period may be extended on a day-to-day basis until such performance is achieved for thirty (30) consecutive days. In the event that the equipment does not meet the specifications, the County shall detail in writing the deficiencies of the equipment. If, at any time following sixty (60) days after commencement of acceptance testing, the equipment has not met acceptance testing standards, the County may at its sole option request replacement equipment be provided or declare the vendor in breach of this contract and seek any and all remedies available to it in law or equity. To ensure functionality, final payment to the vendor shall not be made until 90 days after acceptance of the equipment. The Vendor warrants, represents and assures that the equipment and service to be provided

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are in accord with the requirement of the contract and bid specification, it will meet the functional and performance standards as set forth in the bid document and will meet or exceed the representations contained in the response for the bid after acceptance testing and approval by the County by its representative.

Minnesota statute 574.26 requires that the Vendor furnish a Performance Bond and a Labor and Materials Bond in the full amount for any contract over \$100,000 in favor of the County to protect the County against any breach of contract. The Performance Bond shall apply to the Vendor's obligation to timely deliver equipment and applications in conformity with the County's specifications as required by the contract. The surety company providing the bond shall be registered to do business in the State of Minnesota and be satisfactory to the County.

Any payment made to the Vendor, including final payment shall not excuse the Vendor from the requirement to repair any defect in the equipment. This equipment shall operate in all material respects as specified in the documentation. Vendor shall be responsible for correcting, as its own expense, any material defects in the hardware or software that is brought to their attention within one year after the acceptance of the same.

Vendor warrants the products shall continue to be supported by the Vendor under the Maintenance Agreement with the County for a duration of at least 10 years. This provision runs the duration of the maintenance agreement or for a minimum of 10 years, whichever is longer.

Vendor Debarment, Suspension, and Responsibility

Federal Regulation 45 CFR 92.35 prohibits the County from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, subdivision 2, provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the County. Vendors may be suspended or debarred when it is determined through a duly authorized hearing process, that they have abused the public trust in a serious manner. The venue for any dispute shall be Sherburne County, Minnesota.

Sherburne County RFP – Vote Tabulating Election Equipment

CERTIFICATION

By signing this contract, the vendor certifies that it and its principals* and employees:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state, or local governmental department or agency; and
2. have not within a three year-period preceding this contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state, or local government) transaction or contract, 2) violated any federal or state antitrust statutes, or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state, or local government) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
4. are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this contract are in violation of any of the certifications set forth above; and
5. shall immediately give written notice to the contract manager should the vendor come under investigation for allegations of fraud or a criminal offense in connection with obtaining or performing a public (federal, state, or local government) transaction, violating any federal or state antitrust statute, or committing embezzlement, theft, forgery, bribery, falsification of records, making false statements, or receiving stolen property.

The Vendor's key personnel are: _____
If the Vendor has a change in personnel, it shall notify the County immediately.

*Principals, for the purpose of this certification, mean officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of subsidiary division or business segment, and similar positions).

Vendor acknowledgment:

Signature: _____ Date: _____

Name: _____ (Please print or type)

Title: _____ (Please print or type)

ATTACHMENT 2 – VENDOR OFFER SIGNATURE AND CERTIFICATION

The undersigned has carefully examined all instructions, requirements, specifications, terms and conditions of this RFP; understands all instructions, requirements, specifications, terms and conditions of this RFP; and hereby offers and proposes to furnish the products and/or services described herein at the prices quoted, and in accordance with the requirements, specifications, terms and conditions of this RFP.

The vendor also certifies:

1. Its Bid is a valid and irrevocable offer for Sherburne County (County) acceptance until December 31, 2015, to allow time for evaluation, negotiation, selection, and any unforeseen delays, and that its Bid, if accepted, shall remain valid for the life of the contract.
2. It is a reputable company regularly engaged in providing products and/or services necessary to meet requirements, specifications, terms and conditions of the RFP.
3. It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of the RFP.
4. It is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances.
5. All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. Vendor acknowledges that the County will rely on such statements, information and representations in selecting the successful vendor.
6. It is not currently debarred or suspended from doing business with the federal government, the state of Minnesota, or any of their respective agencies.
7. It shall be bound by all statements, representations, warranties, and guarantees made in its Bid, including but not limited to, representations as to price, performance, and financial terms.
8. Submission of a Bid indicates the vendor's acceptance of the evaluation technique and the vendor's recognition that some subjective judgments may be made by the County as part of the evaluation.
9. It understands and agrees that the County will not treat any information, document, or materials submitted by vendor as confidential unless vendor strictly adheres to the procedures set forth in the "Bid Submission" and that such information, documents, or materials not conforming will be governed by the County and Minnesota Data Practices Act (Minnesota Statute 13). Vendor further agrees that the County may disregard confidentiality notices on fax coversheets and email headers/footers as well as copyright designations that accompany or are contained on material or documents submitted as part of vendor's Bid, it being understood and agreed that all material and documents not conforming to the procedures set forth in the "Bid Submission" will be governed by the County and Minnesota Data Practices Act (Minnesota Statute 13).

Vendor Name: _____

Vendor Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____ E-mail: _____

I certify that I am a duly authorized representative of the vendor listed above. The County is hereby authorized to request from any individual or company any information it deems necessary to verify any information provided by vendor in its Bid and to determine the capacity and responsibility of vendor as a prospective vendor with the County.

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Signature: _____ Date: _____

Name: _____ Title: _____

Sherburne County RFP – Vote Tabulating Election Equipment

ATTACHMENT 3 – INSURANCE REQUIREMENTS

Vendor shall procure and maintain for the duration of the contract, insurance coverage for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Vendor, its agents, representatives, or employees.

1. **Minimum Scope of Insurance:** Coverage shall be at least as broad as follows:
 - a. Insurance Services Office (ISO) Commercial General Liability coverage (occurrence form CG 00 01 or a substitute form providing equivalent coverage), and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
 - b. Business Automobile Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or substitute for providing equivalent liability coverage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).
 - c. Workers' Compensation as required by the State of Minnesota, and Employer's Liability insurance. If the Vendor's employment is an excluded employment under Minn. Stat. § 176.041 and the Vendor elects not to purchase workers' compensation coverage, the Vendor shall provide the County with a written waiver of workers' compensation coverage in a form acceptable to the County. The Vendor agrees that under no circumstances shall the County be responsible for workers' compensation for injuries suffered in connection with this Agreement.
2. **Minimum Limits of Insurance:** Vendor shall maintain **NO LESS THAN** the following limits of insurance:
 - a. Commercial General Liability Insurance, and if necessary, Commercial Umbrella Liability:
 - \$2,000,000 each occurrence
 - \$2,000,000 annual aggregate
 - b. Business Automobile Liability and if necessary, Commercial Umbrella Liability:
 - \$1,500,000 each accident for bodily injury and property damage
 - c. Employers Liability:
 - as required by the State of Minnesota
 - d. Professional/Technical Liability or Errors and Omissions:
 - \$2,000,000 per claim
 - \$2,000,000 annual aggregate
3. **Deductibles and Self-Insurance:** Any deductibles in excess of \$50,000 must be declared to and approved by the County. If Vendor is self-insured, a Certificate of Self-Insurance must be provided to and approved by the County

Sherburne County RFP – Vote Tabulating Election Equipment

4. Additional Insurance Conditions:

- a. Vendor's insurance shall apply as primary insurance with respect to any other insurance or self-insurance program maintained by the County. The County's insurance or self-insurance program shall be excess of Vendor's insurance and shall not contribute to it. Vendor's coverage shall contain no special limitations on the scope of protection afforded to the County and its agents, officers, directors, and employees.
- b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees or volunteers.
- c. Each insurance policy required by this clause shall not be cancelled, materially changed or not renewed without thirty day written notice thereof to the County by certified mail, return receipt requested.
- d. Each insurance policy shall include an endorsement or policy provision that waives any claim or right in the nature of subrogation to recover against the County and its agents, officers, directors, and employees.
- e. Vendor must obtain insurance policies from insurance companies having an "AM BEST" rating of A:VII or better and authorized to do business in the State of Minnesota.

5. Verification of Coverage:

Vendor shall provide the County with certificates of insurance and original endorsements showing that the Vendor has each type of insurance coverage and limits required under this contract. All certificates and endorsements are to be received and approved by the County before work commences.