

Board of Supervisors of Elections Meeting
Tuesday, November 3, 2020
4 PM
Virtual Meeting

Register in advance for this webinar:

https://zoom.us/webinar/register/WN_8y9hvjoZQ0mhmEMuXKDDzA

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AGENDA

1. Call to Order
2. Approval of Minutes – October 6, 2020
3. Vote-by-Mail Discussion
 - Update on Charter/Code Changes
 - i. Charter Amendment Public Hearing Scheduled for Nov 16 at 6:30 PM
 - ii. Chapter 8 Ordinance, Scheduled for Adoption on November 2
 - Election Vendor Recommendation
 - i. ES&S Proposal to provide polling location equipment and equipment for the canvas of Vote-by-Mail ballots. See attached proposal.
 - ii. Update on Additional Vendors
 1. Mailing Vendor
 2. Ballot Tracking
 3. Ballot Box
4. Adjourn

Board of Supervisors of Elections Meeting
Tuesday, October 5, 2020
4 PM
Virtual Meeting

Register in advance for this webinar:

https://zoom.us/webinar/register/WN_DiCCpNItRjOWn7SH7pcR9g

After registering, you will receive a confirmation email containing information about joining the webinar.

Present: Greta Mosher, Anna Frankle, Lisa Pineda, Zach Peters, Laura Reams, Sean Corcoran, Nicola Konigkramer, Carrianna Suiter. Bessie McLean was absent.

MINUTES

1. Call to Order

The meeting was called to order at 4:05 p.m.

2. Approval of Minutes – August 4, 2020

Motion: Lisa Pineda, Second: Anna Frankle The minutes were approved unanimously.

3. Food/Gift Card Distribution Voter Registration Events

- October 23 at the Park from 2-4 PM
- Upcoming Food Distributions TBD

Laura Reams provided details about the events and encouraged members to participate so voter registration outreach could be conducted.

4. When We All Vote Presentation – Civic Cities (Carrianna Suiter & Nicola Konigkramer)

Carrianna Suiter provided a brief background and summary of the purpose of When We All Vote (WWAV) and the outreach efforts. Thanked Nicola for her help and explains that she has been a great help. She explained that WWAV's mission is to increase voter participation and overall civic participation. She stated that Hyattsville has registration of 64%. 6.2% residents intend to Vote-by-mail Provided registration statistics by age demographic, race, and zip code. Complimented the Vote Loud campaign.

Laura Reams asked if the resources would still be available after the election to which Ms. Suiter responded that she was unsure, but conversations would take place about the future approach for the SISENSE dashboard.

Laura Reams asked about what intentions were being discussed for outreach to which Ms. Konigkramer described outreach events in several cities where there was food distribution and voter registration. Ms. Suiter described the importance of creativity and making the registration process fun and enjoyable.

5. Vote-by-Mail Discussion

- Review of Charter/Code Changes
 - i. Postmark deadline discussion
 - ii. City Council timeline for adoption
- Election Vendor RFQ update

The Board discussed allowing postmarked ballots received after the election to be valid. There was a consensus that postmarked ballots should not be accepted, but more discussion would follow in preparation for the City elections.

Ms. Reams relayed the details of the timeline of events leading up to adoption of an all vote-by-mail election.

Ms. Reams stated that the RFP returned only one vendor, ES&S, and that they did not offer vote-by-mail services. She explained that the VBM portion would have to be handled by a second vendor.

6. Adjourn

The meeting adjourned at 5:15 p.m.



Enhancing the Voter Experience for the City of Hyattsville

Request for Quote No. BOSE2021
for Election Services and Equipment

ORIGINAL

September 18, 2020

Election Systems & Software, LLC
11208 John Galt Boulevard
Omaha, NE 68137



Enhancing the Voter Experience for the City of Hyattsville

Request for Quote No. BOSE2021 for
Election Services and Equipment

ORIGINAL

September 18, 2020



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Cover Letter



September 18, 2020

The City of Hyattsville
4310 Gallatin Street
Hyattsville, Maryland 20781
Attn: Laura Reams, City Clerk

RE: Request for Quote Number BOSE2021 Election Services and Equipment

Dear Ms. Laura Reams:

When election day comes, you want the assurance of knowing your voters and staff will have a great experience. We want the same thing. Our proposed system is proven nationwide to increase administrative efficiencies, provide much greater transparency, make audits painless, greatly improve the voter experience regardless of voter ability, and reduce the overall costs of running elections in the City of Hyattsville. We look forward to working with the City of Hyattsville to implement the most technically advanced, yet easy-to-use election solution available.

As the leading provider of total integrated election management solutions in the United States, Election Systems & Software (ES&S) is pleased to be included in the City of Hyattsville's Request for Quote for Election Services and Equipment. The role of election vendor to the City of Hyattsville is an important responsibility, one that ES&S takes seriously. At the core of our philosophy are values like hard work, trust, and honesty.

ES&S has invested 40 years of sole focus on fully integrated election management solutions, and we have more than 25 years of expertise assisting jurisdictions in the State of Maryland to manage successful elections.

Historically, election equipment resellers come and go. Conversely, ES&S is a manufacturer with proven staying power, allowing the City of Hyattsville to provide its voters with:

- No third-party or contractor involvement. ES&S is a full-service U.S.-based manufacturer and supplier of certified voting systems in the State of Maryland.
- Secure paper-based systems that work together for a voter friendly experience.
- Easy transport, setup, and storage of the integrated equipment, which is usually no more complicated than connecting a power cord.

Thank you for considering our proposal. We appreciate the opportunity to present our election-proven voting system to you and look forward to a long-term partnership with you and your staff. If you have questions, please feel free to contact me.

We stand ready to move the City of Hyattsville to a new era of voting technology that will meet and greatly improve the needs of your election officials and registered voters for years to come.

Very Respectfully,



Todd Urosevich, Regional Sales Manager
(402) 321-3842
tvurosevich@essvote.com

Requirements Responses



Requirements Responses

Scope of Proposal

Vote-by-Mail Voting

Vote-by-Mail voting is permitted for all City elections without the need to state a reason for doing so. The selected vendor must provide Vote-by-Mail ballots, by mail, to all registered voters for the 2021 election. This will be the primary voting method for the 2021 election.

ES&S RESPONSE

Not applicable. ES&S does not have a Vote-by-Mail solution.

Day of Election Voting Center(s)

The City plans to have at least one (1) election day center to provide in-person voting for all Wards. Additionally, the City Council has asked the Board of Elections to investigate the cost of hosting two (2) voting centers. Proposals should include at least two (2) ePoll books, 10 voting booths, and one (1) ballot scanner for each location as well as costs associated for networking two (2) voting centers simultaneously.

ES&S RESPONSE

ES&S agrees and will comply. Our solution includes two (2) ExpressPoll5000 electronic pollbooks, 10 voting booths and one (1) DS200 precinct scanner and tabulator at each location. Please see the **Hardware Section** in the included **Cost Proposal**.

Provisional Voting

Voters whose names are not listed in the pollbook or who may not appear eligible to vote for any other reason may cast a provisional ballot. The selected vendor must provide provisional ballot applications, ballots, and receipts that will be provided to provisional voters allowing the voter to be informed, post-election, if their ballot was counted.

ES&S RESPONSE

ES&S will provide ballots as specified by the City Board of Elections. ES&S will work with the City to determine a mutually agreed upon solution to provide provisional ballot applications. The production of receipts allowing voters to find out, post-election, if their ballot was counted will be the responsibility of the City.

Voter Registration

All City residents registered to vote in Prince George's County are eligible to vote in City elections. The County Board of Elections provides lists of registered voters to the City for election purposes. The City also maintains a separate City-only voter registry of eligible City voters. There are approximately 50 City-only registered voters.

ES&S RESPONSE

ES&S understands the County Board of Elections will provide the City of Hyattsville a list of all eligible registered voters.

Same Day Voter Registration

The City allows Same-Day Voter Registration to allow individuals who are qualified to vote, but not registered, to complete their voter registration application at the election center location and vote on the same day.

ES&S RESPONSE

ES&S is unable to provide the City an acceptable solution for processing same-day voter registration applications.

If the City does not require the traditional same-day registration process used by the State Board of Elections, ES&S will work with the City to discuss and identify a manual solution. An agreement regarding the City's identification requirements could be used so an actual ballot would be issued. As ES&S would not want to be responsible for the final authority on activating a voter and issuing a ballot, we request that a City representative be present for the final approval and physical signature.

EVALUATION CRITERIA AND SELECTION PROCEDURES

Minimum Requirements

1. Meet all requirements of the Hyattsville Charter and Code.

ES&S RESPONSE

ES&S has reviewed and will comply with the City Charter and Code.

2. Provide a high level of usability for voters.

ES&S RESPONSE

The proposed system offers a high level of usability for poll workers and voters alike. Ease of use, accessibility and voter privacy are all inherent to ES&S' solution.

The ExpressVote steps the user through marking a ballot quickly and confidently without poll worker intervention. All accessibility features are automatically on – the voter simply chooses what to use. Screen

messages are written in simple, user-friendly text and are designed and tested to meet the highest standards of usability.

The DS200 provides clear and concise feedback to the voter through its interactive 12-inch LCD color touch screen. Messages and prompts on the touch screen assist both workers and voters. Situations that require interaction are displayed clearly in plain text and may be supplemented with an audible warning signal. A confirmation screen provides clear feedback to the voter that their ballot has been successfully tabulated.

After the DS200 scans and securely stores a marked ballot, the system displays a clear confirmation message for the voter and then increments the public counter to confirm that the ballot has been counted and the totals have been added to the USB removable flash drive.

3. Accommodate vote-by-mail voting, provisional voting, same day voter registration, and assistive voting technology.

ES&S RESPONSE

The proposed system will accommodate provisional voting and assistive voting technology, but does not include your request for a Vote-by-Mail voting and same day voter registration solution.

4. Provide for ballots printed in English/Spanish and other languages as requested.

ES&S RESPONSE

The proposed system is capable of handling multiple languages, including English and Spanish.

5. Accommodate one (1) write-in vote for each contest on a ballot.

ES&S RESPONSE

The proposed system can provide for one (1) or more write-in vote for each contest on the ballot.

To cast a write-in vote utilizing the DS200, voters would write the candidate's name of their choice in the area provided for write-in votes in each race on their paper ballot and fill in the oval in the target area adjacent to the write-in space. When ballots are scanned, the DS200 stores a graphic image of every scanned ballot, including write-in text, on the system's USB memory device. When the scanner detects a write-in vote, the system stores the write-in ballot image under a special file name to identify the image as a write-in ballot.

Through visual and/or audio instruction, the ExpressVote voting screen advises voters to press the Write-In tab whenever they choose to cast a vote for a write-in candidate. A typewriter style keyboard appears and the voter types in the name of the candidate they wish to vote for, letter by letter. With audio instruction use, the voter would follow the prompts to the correct letter needed to complete the write-in name and choose that letter, moving onto the next until completion, again through audio instruction. When the ballot is reviewed, approved and printed at the request of the voter, the typed name of the write-in choice as typed by the voter appears on the card/ballot. This ballot is then inserted into the DS200 tabulator for scanning and tabulation.

6. Provide for up to two (2) on-site training orientations for election poll workers on a date prior to Election Day. Please provide cost per training session.

ES&S RESPONSE

ES&S will provide two (2) on-site training days for poll workers. Please see the **Election Services Section** in the included **Cost Proposal** for the cost of training.

7. Provide equipment for up to two (2) election day voting center(s). The costs should be broken out by center and should include a separate line item for networking centers together.

ES&S RESPONSE

ES&S will provide equipment for two (2) election day voting centers. Our solution does not include the ability to network centers together. Please see the **Hardware Section** in the included **Cost Proposal** for the cost for the equipment.

8. Provide on-site technical support on Election Day.

ES&S RESPONSE

ES&S provides on-site support for the day before the election, the day of, and the day after. Depending upon the customer's needs and the customer's scheduling of support staff for an election, the ES&S support representatives may assist with election administration, procedural guidance, hardware and software operation, Election Day call center staffing, as roving troubleshooters during Election Day, and election night accumulation of results. They also will liaison with the ES&S Help Desk, if necessary. Please see the **Election Services Section** in the included **Cost Proposal**.

9. Provide preliminary results at the City-wide and Ward levels on the night of the election, and final results by 5 p.m. the day after the election.

ES&S RESPONSE

ES&S agrees and will comply with this reporting requirement.

10. Provide results and vote data in a format that can be analyzed, including a record of each ballot.

ES&S RESPONSE

ES&S agrees and will comply with this request. ES&S will provide the City a complete Cast Vote Record of each ballot.

11. Provide for secure storage of voting machines and data from early voting.

ES&S RESPONSE

The storage and chain of custody responsibilities for machines, data and ballots used in early voting and on Election Day will be the responsibility of the City of Hyattsville.

12. Implement the voting system and provide equipment for the May 2021 election.

ES&S RESPONSE

ES&S agrees and will comply.

Other Options

The City will consider options that go beyond the minimum requirements if they are cost effective and practical. The Respondent is encouraged to include pricing for options.

ES&S RESPONSE

ES&S agrees and will comply. Please see the **Hardware Section** in the included **Cost Proposal**.

PRICE TO REMAIN VALID

*All Proposals must be valid for a period of **120 days** from the due date of the RFP.*

ES&S RESPONSE

ES&S agrees and will comply.

INSURANCE REQUIREMENT

Submit a certificate of Insurance from your insurance agent or insurance company that evidences your company's ability to obtain the following minimum insurance requirements. Attach and label as Exhibit 1.

ES&S RESPONSE

Please see **Exhibit I – Insurance Certificate**.

Legal Responses



Legal Responses - City of Hyattsville, MD Election Services and Equipment

ATTACHMENT A – CITY OF HYATTSVILLE SAMPLE CONTRACT FORM

ES&S RESPONSE

ES&S respectfully requests that, in the event ES&S is the successful proposer, the City consider using ES&S' Standard Rental Agreement, a copy of which is attached hereto ("ES&S' Standard Agreement"). It has been designed specifically for the provision of election products and services to a customer and ES&S believes that it includes the terms and conditions appropriate for the rental of a voting system. The content of this RFP and all provisions of the successful proposal deemed pertinent by the parties may be easily incorporated into ES&S' Standard Agreement. In the event the City requires its form of Agreement be used in the event ES&S is the successful proposer, ES&S requests that certain of its terms and conditions, including ES&S' license, warranty, limitation of liability and other relevant provisions, be included in the final Agreement as may be mutually agreed upon by the parties.

With respect to the City's Sample Contract Form, ES&S has included suggestions for alternative language in response to certain terms and conditions or otherwise requested the opportunity to further discuss certain items in the event it is the successful vendor. Those items are set forth below.

Item	Issue	Proposed Language
Article VIII. Ownership of Documents	ES&S understands this provision and requests that the City only own those items which have been specifically developed by ES&S for the City. ES&S shall retain ownership in all of its pre-existing intellectual property as well as other intellectual property ES&S develops during the term of the Agreement.	ARTICLE VIII. OWNERSHIP OF DOCUMENTS City shall have unlimited rights in the ownership of all drawings, designs, specifications, notes and other work <u>specifically developed by Contractor for the City</u> in the performance of the Agreement, including the right to use same on any other City Project without additional cost to City, and with respect thereto Contractor agrees to and does hereby grant to City an exclusive royalty-free license to all data which he or she may cover by copyright and to all designs as to which he or she may assert any rights or establish any claim under the patent or

Item	Issue	Proposed Language
		copyright laws <u>to such items specifically developed by Contractor for the City</u>. The City's rights in ownership of documents under this Article shall include any and all electronic files generated by Contractor in the performance of its duties pursuant to this Agreement. A. In the case of future reuse of the documents, City reserves the right to negotiate with Contractor for the acceptance of any professional liability.
Article IX. Special Provisions	ES&S understands this provision and requests clarification on the language set forth in item D. It is ES&S' position that in the event ES&S disagrees with the City Administrator's decision, ES&S shall have the option to appeal such decision as it deems necessary to a court of competent jurisdiction.	ARTICLE IX. SPECIAL PROVISIONS A. Contractor may not assign or transfer any interest in this Agreement except with City's written approval. B. City may waive specific minor provisions of the Agreement on Contractor's request in the interest of expediting the contract. Waiver shall not constitute a waiver of any liability ensuing there from. C. Except as otherwise provided in the contract documents, the City Administrator, shall decide all disputes after consultation with Contractor, and any other appropriate parties. The City Administrator's decision shall be reduced to writing and delivered to Contractor and such dispute resolution shall not be considered a Change pursuant to this contract unless the dispute resolution modifies either the services rendered or the total fee for services as provided herein. D. The City Administrator's decision shall be final and conclusive <u>subject to any rights and remedies available to Contractor as permitted under applicable law, including, but not limited to, ES&S' right to submit such decision to a court of competent jurisdiction located in Prince George County, Maryland</u>. E. Until a dispute is finally resolved, Contractor shall proceed to meet the terms of this Agreement and comply with City Administrator's orders. F. Contractor shall not hire or pay any employee of the City or any department, commission agency or branch thereof.

Item	Issue	Proposed Language
Article X. Termination	It is ES&S' position that neither party to a contract have the ability to terminate a contract without cause, or without proper notice and a thirty (30) day cure period. It is ES&S' proposal that in the event a thirty (30) day cure period would have a material detrimental impact on the City's ability to define and conduct elections or to tabulate or report election results in a satisfactory or timely manner, the parties mutually agree upon a shorter cure period which, if not met, would then enable the City to invoke the remedies set forth in the contract.	ARTICLE X. TERMINATION A. This Agreement may be terminated by the City at the City's convenience upon not less than thirty (30) days written notice to the Contractor. B. In the event of termination, which is not the fault of Contractor, the City shall pay to Contractor the compensation properly due for services properly performed or goods properly delivered prior to the effective date of the termination and for reasonable reimbursable expenses properly incurred prior to the termination. The City shall not be liable for any damages, costs or expenses for lost profit, overhead or discontinuation of contract or equitable adjustment in the event of termination by the City. C. In the event the Contractor, through any cause fails to perform any of the terms, covenants or provisions of this Agreement on his part to be performed, or if Contractor for any cause, fails to make progress in work hereunder in a reasonable manner, or if the conduct of Contractor impairs or prejudices the interest of the City, or if Contractor violates any of the terms, covenants, or provisions of this Agreement, the City shall have the right to terminate this Agreement for cause by giving notice in writing of the termination and date of such termination to Contractor. <u>Prior to any such termination, the City shall have the sole discretion to permit the Contractor <u>no less than thirty (30) days or such other period of time as may be mutually agreed upon by the parties</u> to remedy the cause of the contemplated termination without waiving the City's right to terminate the Agreement. All drawings, specifications, electronic files and other documents relating to the design of the good, scope of the service or supervision of work, not in the public domain, shall be surrendered forthwith by Contractor to the City as required by the City <u>upon the City's payment of the applicable fees for such items.</u> The City may take over work to be done under this Agreement and prosecute the work to completion, or procure the good or service, by contract or otherwise, and Contractor shall be liable to the City for all reasonable cost in excess of what the City would have paid the Contractor had there been no termination. The City shall not be liable for any damages, costs or expenses for</u>

Item	Issue	Proposed Language
		lost profit, overhead or discontinuation of contract or equitable adjustments in the event of such termination.
Article XV. Indemnification	ES&S generally agrees to the indemnification requirements set forth in this section, to the extent that indemnification is required against claims or lawsuits due to the negligent or willful acts, errors or omissions of ES&S, its agents, employees, officers, directors, shareholders or subcontractors. ES&S shall have control over the defense of such claims and lawsuits, subject to the City's rights to participation and approval. ES&S anticipates that the City will remain responsible for any losses or damages caused by the negligent or willful acts, errors or omissions of itself, its agents, employees, officers, directors, subcontractors or other persons under its control. ES&S' standard policy is that our total liability to a customer is limited to the total amount to be paid by the customer under the contract. Neither party should likewise be liable to the other for any indirect, incidental, punitive, special, exemplary or consequential damages arising out of or relating to the contract. ES&S has included its standard limitation of liability provision for the City's review.	Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. Contractor's total liability to City arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to Contractor hereunder. By entering into this Agreement, City agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software or services not provided by Contractor and used with the Contractor Equipment or Contractor Software; or (b) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of Contractor to perform.

ES&S Standard Agreement





11208 JOHN GALT BLVD
OMAHA, NE 68137-2364
(402) 593-0101

Rental Agreement

Customer Contact, Title: _____

Customer Name: _____

Customer P.O. #: _____

1st Election Date: To be Agreed Upon by the Parties

Estimated Delivery Date: To be Agreed Upon by the Parties

Phone Number: _____

Fax Number: _____

Type of Equip: ☐ NEW ☐ REFURBISHED

Rental Term: _____

Bill To: _____

Ship To: _____

Item

Description

Qty

Price

Total

1					
2					
3					
4					
5					

Rental Order Subtotal \$ -

Freight Billable: yes ☐ no ☒

Rental Order Total \$ -

Regional Sales Manager

Customer Signature

Date

V.P. of Finance

Date

Title

Special Notes:

Rental Agreement

Payment Terms

100% of Order Total will be invoiced upon Contract Execution. 100% of Invoice Total due before delivery of Rental Equipment.

Delays in payment due to no fault of ES&S will be subject to interest charges in the maximum amount permitted by applicable law.

Equipment Rental Pricing includes Roundtrip Shipping and Handling provided Customer utilizes the original boxes and packing materials to return the equipment to ES&S.

In no event shall Customer's payment obligations hereunder, or the due dates for such payments, be contingent or conditional upon Customer's receipt of federal and/or state funds.

Any applicable state and local taxes are not included, and are the responsibility of Customer.

If applicable, Ballot Printing and Shipping, Coding, and Ballot Layout will be invoiced separately.

Printing covers standard, single-sided 11 or 14 inch ballots with black and white printing. Any variation of the standard ballot printing will result in additional printing fees.

Return of Rental Equipment

ES&S shall provide the Customer with a Return Materials Authorization ("RMA") form which shall set forth all of the equipment and software to be returned upon the expiration or earlier termination of the Agreement. The Customer shall use this form when returning the equipment and software and label all boxes with the RMA number provided.

Customer shall be responsible for packaging and readying the equipment and software for return to ES&S by utilizing the original boxes and packing materials to return the equipment and software to ES&S. In the event the Customer requires ES&S to provide new boxes and packing material for return of the equipment and software, such items will be invoiced to Customer separately and shall be due and payable upon receipt of ES&S' invoice by Customer.

Customer is responsible for returning all equipment and other non-consumable items set forth above to ES&S upon the expiration or earlier termination of the Agreement. In the event the Customer fails to return any such equipment and/or non-consumable items upon the expiration or earlier termination of the Agreement, Customer shall pay ES&S at ES&S' then current rates for such equipment and/or non-consumable items which have not been returned to ES&S less any rental fees previously paid by Customer for such equipment and/or non-consumable items which have not been returned. ES&S shall invoice the Customer separately for any unreturned items and such invoice shall be due and payable upon receipt of ES&S' invoice by Customer.

SEE GENERAL TERMS AND CONDITIONS

GENERAL TERMS

1. **Rental/License Terms.** Subject to the terms and conditions of this Agreement, ES&S agrees to rent and/or license, and Customer agrees to rent and/or license, the ES&S Equipment, ES&S Software and ES&S Firmware described on the front side of this Agreement during the Rental Term as defined in Section 10 below. The ES&S Firmware and ES&S Software are collectively referred to hereinafter as the "ES&S Software." The rental payment terms for the ES&S Equipment and ES&S Software are set forth on the front side of this Agreement. Title to the ES&S Equipment and ES&S Software shall, at all times, remain with ES&S. The consideration for ES&S' grant of the license during the Rental Term for the ES&S Firmware is included in the cost of the ES&S Equipment.

2. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for its bona fide full time, part time or temporary employees to use the ES&S Software and related Documentation in the Jurisdiction during the Rental Term. The licenses allow such bona fide employees to use and copy the ES&S Software (in object code only) and the Documentation, in the course of operating the ES&S Equipment and solely for the purposes of defining and conducting elections and tabulating and reporting election results in the Jurisdiction during the Rental Term.

3. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software;

b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party without ES&S' prior written consent; or

c. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent; or

d. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the ES&S Software (except finished ballots by ballot printers selected by Customer) in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.

4. **Term of Licenses.** The licenses granted in Section 2 shall commence upon the delivery of the ES&S Software described in Section 2 and shall continue during the Rental Term. ES&S may terminate either license if Customer fails to pay the rental fees when due, or breaches Sections 2, 3, or 9 with respect to, such license. Upon the termination of either of the licenses granted in Section 2 for ES&S Software or upon the expiration of the Rental Term, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

5. **Delivery: Risk of Loss.** The Estimated Delivery Dates and First Election Use (if any) set forth on the front side of this Agreement are estimates and may only be established or revised, as applicable, by the parties, in a written amendment to this Agreement, because of delays in executing this Agreement, changes requested by Customer, product availability and other events. ES&S will notify Customer of such revisions as soon as ES&S becomes aware of such revisions. Risk of loss for the ES&S Equipment and ES&S Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the ES&S Equipment and ES&S Software and shall name ES&S as an additional insured thereunder and, at ES&S' request, shall deliver written evidence thereof to ES&S. Customer shall not use the ES&S Equipment for any purpose other than those for which it was designed and shall not, without the prior written consent of ES&S, alter the ES&S Equipment or affix to or install on the ES&S Equipment any accessory, equipment or device which was not supplied to it by ES&S. Customer shall not move the ES&S Equipment from the place where it was originally installed, unless such ES&S Equipment is to be used at various polling places throughout the Jurisdiction, without ES&S' prior written consent. Customer shall make the ES&S Equipment and any records pertaining thereto available to ES&S during regular business hours for inspection. Customer will not, without the prior written consent of ES&S and subject to such conditions as ES&S may impose for its protection, affix any item of ES&S Equipment to any real property if, as a result thereof, such item of ES&S Equipment will become a fixture under applicable state law.

6. **Installation.** The front side of this Agreement specifies the items of ES&S Equipment or ES&S Software, if any, which ES&S' employees, agents or authorized representatives ("Representatives") will install at Customer's designated site. Customer shall pay ES&S a fee for such installation services, as set forth on the front side of this Agreement. Customer will provide, at its own expense, a site adequate in space and design for installation and operation of the ES&S Equipment and ES&S Software. Customer shall be responsible for providing a site that is temperature and humidity controlled, has all necessary electric current outlets, circuits, and wiring for the ES&S Equipment and ES&S Software, and has electric current of sufficient quality and quantity to operate the ES&S Equipment and ES&S Software. ES&S may, but shall not be required to, inspect the site and advise on its acceptability before any ES&S Equipment or ES&S Software is installed. Customer shall be responsible for installing all items of equipment or software not installed by ES&S, in accordance with the instructions furnished in the Documentation. ES&S shall have no liability for actual site preparation or for any costs, damages or claims arising out of the installation of any ES&S Equipment or ES&S Software by Customer.

7. **Warranty.**

a. **ES&S Equipment/ES&S Software.** ES&S warrants that during the Rental Term (the "Warranty Period"), it will repair or replace, at Customer's designated location or at ES&S' designated location, as determined by ES&S in its sole discretion, any component of the ES&S Equipment or ES&S Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the ES&S Equipment, including printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Any repaired or replaced item of ES&S Equipment or ES&S Software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the ES&S Equipment or ES&S Software will become the property of ES&S. This warranty is effective provided that (I) Customer notifies ES&S within three (3) business days of the discovery of the failure of performance or defect, (II) the ES&S Equipment or ES&S Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (III) the ES&S Equipment or ES&S Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism,

neglect, abuse, use which is not in accordance with instructions or specifications furnished by ES&S or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (IV) Customer has installed and is using the most recent update provided to it by ES&S. This warranty is void for any units of equipment which: (i) have not been stored or operated in a temperature range according their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product.

b. **System.** ES&S warrants that the ES&S Equipment and ES&S Software will operate in conjunction with the third party items during the Warranty Period, provided that the third party items are performing in accordance with their own specifications and documentation in all material respects and are not defective in material or workmanship. In the event of a breach of this warranty, ES&S will repair or replace the item of ES&S Equipment or ES&S Software that is causing such breach to occur. Customer acknowledges that ES&S has merely purchased the third party items for resale or rental to Customer, and that the proprietary and intellectual property rights to the third party items are owned by parties other than ES&S ("Third Parties"). Customer further acknowledges that except for the rental payments to ES&S for the third party items, all of its rights and obligations with respect thereto flow from and to the Third Parties. ES&S shall provide Customer with copies of all documentation and warranties for the third party items which are provided to ES&S.

c. **Exclusive Remedies/Disclaimer.** IN THE EVENT OF A BREACH OF SUBSECTION 7(a) OR 7(b), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, IN THE EVENT CUSTOMER IN ANY WAY AT ANY TIME ALTERS, MODIFIES OR CHANGES ANY EQUIPMENT, SOFTWARE, THIRD PARTY ITEMS AND/OR NETWORK (COLLECTIVELY "SYSTEM") CONFIGURATIONS WHICH HAVE BEEN PREVIOUSLY INSTALLED BY ES&S OR WHICH ARE OTHERWISE REQUIRED IN ACCORDANCE WITH THE CERTIFIED VOTING SYSTEM CONFIGURATION, ALL WARRANTIES OTHERWISE PROVIDED HEREUNDER WITH RESPECT TO THE SYSTEM RENTED AND/OR LICENSED UNDER THIS AGREEMENT SHALL BE VOID AND OF NO FURTHER FORCE AND EFFECT.

8. **Limitation Of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the ES&S Equipment or ES&S Software; or (b) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform.

9. **Proprietary Rights.** Customer acknowledges and agrees as follows:

ES&S owns the ES&S Software, all Documentation and training materials provided by ES&S, the design and configuration of the ES&S Equipment and the format, layout, measurements, design and all other technical information associated with the ballots to be used with the ES&S Equipment. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S. Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the ES&S Equipment, the ES&S Software, the Documentation, training materials and ballots that are provided, and all permitted copies of the foregoing.

10. **Rental Term.** The period during which Customer shall rent the ES&S Equipment and license the ES&S Software from ES&S shall be in effect **from ENTER RENTAL TERM, unless earlier terminated pursuant to this Agreement (the "Rental Term").**

11. **Termination.** The Rental Term shall terminate upon the first to occur of the following (i) a breach of any material provision herein which has not been cured by the breaching party within thirty (30) days after it receives written notice of the breach from the non-breaching party (except a breach as provided in (iii) below which will require no notice); (ii) either party's providing thirty (30) days' prior written notice to the other party hereto of its desire to terminate the Rental Term; or (iii) Customer's failure to make any rental payment due hereunder within sixty (60) days after it is due. In the event of a termination by the Customer in accordance with Section 11(ii) above, Customer hereby agrees to promptly pay ES&S for all costs incurred and deliverables provided by ES&S through the effective date of such termination, including, but not limited to, any equipment and software delivered, shipping costs incurred, and services performed. No later than ten (10) calendar days following the termination of the Rental Term, Customer shall release the ES&S Equipment and ES&S Software to ES&S at its own expense and in the same operation, order, repair, condition and appearance as when received, subject to normal wear and tear. In the event Customer fails to release the ES&S Equipment and ES&S Software to ES&S no later than ten (10) calendar days following the termination or expiration of the Rental Term, Customer shall pay to ES&S a late return charge in the amount of \$500.00 per calendar day until the ES&S Equipment and ES&S Software is returned to ES&S in accordance herewith..

12. **Disputes.**

a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than 30 days, ES&S may suspend performance under this Agreement until such amount is paid. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

13. **Assignment.** Except in the case of a reorganization of the assets or operations of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the

assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

14. **Export.** Customer acknowledges that the laws and regulations of the United States may restrict the export of certain commodities and technical data of United States origin, including the Software, in any medium. Customer agrees that it shall not export the Software or the Documentation in any form without the appropriate United States and foreign government licenses.

15. **Entire Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing equipment, software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the equipment, software or services, but shall remain fully responsible for such performance. The provisions of Sections 1-5, 7(c), 8-11, 12(b), 13, 14 and 15 of these General Terms shall survive the termination of this Agreement, to the extent applicable.

Cost Proposal



Cost Proposal

Cost proposals should be emailed separately from the general proposal.

ES&S RESPONSE

Please see the separate email with the attachment labeled “**ES&S Response to RFQ BOSE2021 – Cost Proposal**” for our pricing response.

Required Forms



Contractor Information Form



PROPOSAL DOCUMENTS

In order to qualify for this Project, Contractors must submit all information requested in the following pages.

CONTRACTOR INFORMATION

Proposals must adhere to the format of these Proposal forms and content of this RFP. Proposals will not be evaluated unless all parts of the Proposal form are submitted in a complete package. The information set forth is the minimum required in order to qualify for consideration.

Firm Name	<u>Election Systems & Software, LLC</u>
Address	<u>11208 John Galt Blvd</u>
City, State, Zip	<u>Omaha, NE 68137</u>
Contact Person	<u>Todd Urosevich, Regional Sales Manager</u>
Phone Number	<u>(402) 321-3842</u>
Email Address	<u>tvurosevich@essvote.com</u>

Proposal Form Price Authorization



PROPOSAL FORM PRICE AUTHORIZATION

By signing this Proposal form, such action certifies that the Contractor has personal knowledge of the following: That said Contractor has examined the RFP and specifications, carefully prepared the Proposal form, and has checked the same in detail before submitting said Proposal; and that said Contractor, or the agents, officers, or employees thereof, have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive Proposing in connection with this Proposal.

That all of said work will be performed at the Contractor's own proper cost and expense. The Contractor will furnish all necessary materials, labor, tools, machinery, apparatus and other means of construction in the manner provided in the applicable specifications, and at the time stated in the contract.

The undersigned, being a reputable Contractor and having submitted the necessary pre-qualification forms, hereby submits in good faith and in full accordance with all specifications, attached or integral, his/her Proposal:

Name of Contractor Election Systems & Software, LLC

Authorized Signature



Name and Title of Signatory Richard J. Jablonski, Vice President, Finance

Date September 15, 2020

Type of Organization (circle One): Corporation Partnership Proprietorship

Limited Liability Company

SEAL:
(If corporation)

Company Background Form



COMPANY BACKGROUND

Company Name	Election Systems & Software, LLC
Main Office Location	11208 John Galt Blvd. Omaha, NE 68137
Year Founded	1979
Project Manager Name	Todd Urosevich
Project Manager Phone	(402) 321-3842
Project Manager Email	tvurosevich@essvote.com
Years of Experience	46 years

Has the company ever operated under another name? If yes, what name?

American Information Systems (Through December 1997), Election Systems & Software, Inc. (Through October 1, 2011), Election Systems & Software, LLC (October 1, 2011 - Current)

Do you have the equipment and staff available to start within 10 days of notice to proceed?

No

If no to the previous question, how long would it take to have the equipment and staff available?

ES&S requires a minimum of 21 days notice to proceed

Has the company ever done work with the City of Hyattsville? If yes, when and what type of work.

Yes, ES&S has provided voting system equipment, software and services to Prince George County, and in turn the City of Hyattsville, as part of our overall agreement with the State of Maryland.

Exhibit I – Insurance Certificate





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/01/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Omaha NE Office 17807 Burke Street Suite 401 Omaha NE 68118 USA	CONTACT NAME: PHONE (A/C. No. Ext): (402) 697-1400 FAX (A/C. No.): (402) 697-0017 E-MAIL ADDRESS:														
INSURED Election Systems & Software, LLC 11208 John Galt Blvd Omaha NE 68137 USA	<table><tr><td>INSURER(S) AFFORDING COVERAGE</td><td>NAIC #</td></tr><tr><td>INSURER A: Trumbull Insurance Company</td><td>27120</td></tr><tr><td>INSURER B: Hartford Casualty Insurance Co</td><td>29424</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Trumbull Insurance Company	27120	INSURER B: Hartford Casualty Insurance Co	29424	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES	CERTIFICATE NUMBER: 570083746341	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		
Limits shown are as requested		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:			41 UUN ZT9907	10/01/2019	10/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ \$1,000 Coll. Ded. ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY ☒ \$1,000 Comp. Ded.			41 UUN ZT9907	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10,000			41XHUZT9858	10/01/2019	10/01/2020	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ N N/A			41WEAB9NF1	10/01/2019	10/01/2020	☒ PER STATUTE ☐ OTH E.L. EACH ACCIDENT \$500,000 E.L. DISEASE-EA EMPLOYEE \$500,000 E.L. DISEASE-POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
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CERTIFICATE HOLDER City of Hyattsville 4310 Gallatin Street Hyattsville MD 20781 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>
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Holder Identifier :

570083746341

Certificate No :





ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Election Systems & Software, LLC	
POLICY NUMBER See Certificate Number: 570083746341			
CARRIER See Certificate Number: 570083746341	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM, FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance workers' Compensation Underwriting Co.	
Hartford Casualty Insurance Company: Illinois Pennsylvania Texas Harford Insurance Company of Midwest: Georgia Hartford Underwriters Insurance Company: Missouri New Jersey North Carolina Property & Casualty Insurance Company of Hartford: Colorado Alabama Minnesota New York Sentinel Insurance Company: Iowa Maryland Trumbull Insurance Company: California Nebraska Indiana Twin City Fire Insurance Company: Arizona Arkansas Delaware Florida Idaho Kansas Kentucky Massachusetts Michigan Mississippi North Dakota Ohio Oklahoma Oregon Rhode Island South Carolina South Dakota Tennessee Utah Vermont Virginia Washington West Virginia Wisconsin	

Marketing Slicks





DS200[®]

Precinct Scanner and Tabulator



Protective Cover

Cover has heavy-duty rubber seal to shelter DS200 from elements during transport.

Easy to Set Up

Lid-up, power-on approach allows poll workers to easily open polls.

Touch Screen and Display

Provides voters with instructions and immediate feedback. Tension bearings hold screen in place for custom positioning.

Ballot/Card Slot

Voters cast both ballots and vote summary cards here; accommodates up to 19-inch ballots.

Auxiliary Ballot Compartment

Main Ballot Compartment

Easy, hassle-free storage of up to 2,500 ballots.

11

The number of 14-inch flat ballots processed per minute

DS200 Key Features

The DS200 is a precinct-based scanner and vote tabulator equipped with the latest in ES&S' patented technology. Fully certified and compliant with EAC guidelines, the DS200 enhances the voting experience for voters and election officials alike. Our patented IMR® and PTRAC® technology ensures even the most poorly marked ballots are read accurately and consistently — protecting voter intent. All of this is designed to make everyone's job easier.

ACCURATE



The DS200 combines the ES&S-patented Intelligent Mark Recognition (IMR®) and patented Positive Target Recognition & Alignment Compensation (PTRAC®) systems to accurately track and pinpoint target locations. This technology accommodates ballots inserted at angles or with erroneous marks to uphold voter intent. This precision improves the reliability of elections.

SECURE



Like all ES&S tabulation equipment, the DS200 includes physical security features such as locking panels and security seals to secure sensitive components and election files, and a key-locked case for transport and shipping. The DS200 operating system controls, limits and detects unauthorized access to all critical data. The system also includes safeguards, such as data encryption and digital signatures, that help protect sensitive data and verify authenticity, including certification of all firmware.

RELIABLE



Having both battery backup and thermal paper means you never have to worry about power outages or printer ink. The DS200 includes redundant data storage.

COMPATIBLE



Works in conjunction with:

- ExpressVote® Universal Voting System
- DS450® High-Throughput Scanner & Tabulator
- DS850® High-Speed Scanner & Tabulator
- Electionware® Election Management Software
- AutoMARK® Ballot Marking Device
- Election Reporting Manager®



ExpressVote[®]

Universal Voting System as a Marker



Multilingual

Touch Screen and Display

Allows voters to easily make vote selections and review their selection.

Instruction Panel

A visual guide that shows voters how to use the ExpressVote.

Card Slot

Where the voter inserts their card to activate selections.

Visual Aids

High contrast and zoom functionality.

Front Access Panel

Headphone jack, a port for a Sip-and-Puff device or two-position rocker switch, and Audio-Tactile Keypad make the unit ADA friendly.

Audio-Tactile Keypad

Enables ADA voters to control audio and navigate the ballot.



ACTIVATING THE VOTE SESSION:

Election officials can configure the ExpressVote to best fit their needs. The voter receives an activation card to begin the process.

- If only one ballot style is programmed for the election, a blank card activates the vote session.
- Multiple ballot styles with a blank card prompt poll workers to select the correct ballot style for the voter.
- A card with an activation barcode displays the correct options for the voter if the election has multiple ballot styles.

ExpressVote Key Features

As a marker, the ExpressVote handles the entire marking process, eliminating unclear marks and the need for voter mark interpretation. Voters utilize the touch screen to mark their vote selections, receiving a verifiable paper vote record upon completion. The ExpressVote is used during early voting or in precincts and vote centers on Election Day to serve every eligible voter, including those with special needs.

EASY TO SET UP AND USE



The one-step startup and poll-closing procedure make the ExpressVote an ideal device for poll workers. The intuitive design offers streamlined simplicity for poll workers and election staff. The ExpressVote is also small, lightweight and easy to move.

CONTROLLED AND REDUCED COSTS



Traditional ballot printing costs can be significantly reduced by eliminating the need for pre-printed paper ballots. Voters activate their vote session, make their selections and receive a paper record to cast. This process consumes 70 percent less paper than traditional ballots.

INNOVATIVE DESIGN



Voters review a summary page and can make changes before receiving their verifiable paper vote record. The ExpressVote prevents overvotes and undervotes with prompts and on-screen feedback. ExpressVote in marking mode neither stores nor tabulates vote counts. The system produces a verifiable paper record for each voter.

VERIFIABLE PAPER RECORD



After all selections are made, a human- and machine-readable paper record is produced that includes text and an optical scan barcode. Vote summary cards are digitally scanned for tabulation on an ES&S DS200®, DS450®, DS850® or ExpressVote® XL device.

SECURE



The ExpressVote Universal Voting System utilizes a variety of functions to ensure election data and cast vote records are secure. In its current certification as a marking device, no vote data is stored in the device. Its system functions are only executable during election events, in the manner and order intended by election officials performing their duties.

For more information visit www.essvote.com