

BID TABULATION - ELECTION MANAGEMENT SOFTWARE 2013

ELECTION MANAGEMENT SOFTWARE	KONNECH INC	INTECH SOFTWARE SOLUTIONS INC	SOE SOFTWARE
2013 BID OPENING 4-2-13			
Contract term: upon approval by the County Council and County Executive	4211 OKEMOS RD #3 OKEMOS MI 48864	12240 51ST AVENUE N PLYMOUTH MN 55442	5426 BAY CENTER DR STE 525 TAMPA FL 33629
AFFIDAVIT COMPLETED	YES	YES	YES
COPY OF INSURANCE PROVIDED	YES	YES	YES
COMMENTS:	SEE ATTACHMENT	SEE ATTACHMENT	SEE ATTACHMENT



JEFFERSON COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
729 MAPLE ST / PO BOX 100
HILLSBORO MO 63050
WWW.JEFFCOMO.ORG

Request for Proposal: ELECTION MANAGEMENT
SOFTWARE 2013

Date Issued: 3-5-13

PROPOSALS SHALL BE ACCEPTED UNTIL: TUESDAY, APRIL 2, 2013, AT 2:00 P.M. LOCAL TIME.

Specification
Contact: JEANNIE GOFF
Department of the County Clerk
636-797-5483

Contract
Contact: VICKIE PRATT
Department of Administrative Services
636-797-5382

Mail (3) Three
Complete Copies
With Vendor And
Proposal
Information As
Shown In Sample:

Contract Term:
upon approval by
the County Council
and County
Executive

Vendor
Information:

SAMPLE ENVELOPE	
VENDOR NAME	KONNECH INC
VENDOR ADDRESS	4211 OKEMOS RD, OKEMOS, MI
CONTACT NUMBER	DEPARTMENT OF THE COUNTY CLERK
JEFFERSON COUNTY MISSOURI	
729 MAPLE ST / PO BOX 100	
HILLSBORO MO 63050-0100	
SEALED PROPOSAL: (PROPOSAL NAME)	

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for one additional one-year term with the written consent of the successful bidder. Price increases for renewals are not authorized unless approved in writing by the County.

KONNECH INC EUGENE YU
Company Name Authorized Agent (Print)
4211 OKEMOS RD Eugene Yu
Address Signature
OKEMOS, MI 48864 PRESIDENT
City/State/Zip Code Title
517 381-1830 3-17-13 01-0623783
Telephone # Date TAX ID #
EYu@KONNECH.com 877 381 0793
E-mail Fax #

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PROPOSAL REQUIREMENTS

A. PROPOSAL SUBMISSION:

Submit proposal form in triplicate (three copies) with specification pages, if applicable. No facsimile or electronic proposals shall be accepted and shall be rejected. A fully executed Affidavit is required by Section 285.530 RSMo and shall be submitted with the proposal form. A copy of the Affidavit is attached hereto. Failure to execute the Affidavit shall result in the proposal being rejected. Vendor shall comply with the requirements of Sections 285.525 to 285.555 of the Revised Statutes of the State of Missouri. If any part of the work is subcontracted, each subcontractor shall comply with the same requirements of this specification. No contractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. Vendor and any of its subcontractors, shall, by sworn affidavit and provision of documentation, affirm their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Vendor and its subcontractors shall also sign an affidavit affirming that they do not knowingly employ any person who is an unauthorized alien. Prevailing Wage

Vendor and its subcontractors shall pay not less than the prevailing hourly rates of wages, as determined by the Labor and Industrial Relations Commission of Missouri. Vendor shall abide by the most current Annual Wage Order published by the Missouri Department of Labor and Industrial Relations or other similar resources and publications.

B. BASIS OF PROPOSAL AWARD:

Award may be made on an item-by-item basis to the lowest and best proposals or award may be made to the lowest and best proposal total, whichever is in the best interest of the County. County may reject any or all proposals for any reason and may waive any informality. Proposals submitted from a Missouri State Contract shall include a copy of the State Contract with the proposal.

It is further agreed that the Contract shall not be valid and binding upon the County until approved by the County Counselor, as to legal form and is subject to the Ordinances, Resolutions and Orders of Jefferson County, Missouri, and State and Federal Law. If no proposal or proposals have been awarded by the County Council within forty-five (45) days following the opening of the proposal then all proposals will be deemed rejected.

C. PROPOSAL PREPARATION:

1. Vendors are responsible for examination of drawings, specifications, schedules and instructions.
2. Each Vendor shall furnish the information required by the invitation. The vendor shall sign all required documents. All deletions and erasures shall be initialed
3. Alternate proposals for supplies or services other than specified shall not be considered unless authorized by invitation.
4. Vendor shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the Request for Proposal.
5. When specified, samples must be timely submitted and at no expense to the County.
6. Failure to adhere to all requirements may result in the response being disqualified as non-responsive.

D. MODIFICATION OR WITHDRAWAL OF PROPOSALS:

Proposals may be modified or withdrawn prior to the exact hour and date specified for receipt of proposals, provided the modification or withdrawal is in writing and is delivered in the same manner as a proposal submission.

E. LATE PROPOSALS:

It is the responsibility of the vendor to deliver his proposal or proposal modification on or before the date and time of the proposal closing to the Department of the County Clerk of Jefferson County. Proposals received late will be rejected and returned unopened to the vendor.

F. PROPOSAL DEPOSITS:

Proposal Deposits are not required unless specified in the Specifications.

G. MATERIAL AVAILABILITY:

Vendors must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of proposal and delivery time. It is the responsibility of the vendor to notify the County immediately if the materials specified are discontinued, replaced, or not available for an extended period of time. All materials ordered by the County, shall be as needed. A sample of materials may be requested.

H. ALTERNATE PROPOSALS:

Where required, vendors must submit complete specifications on all alternate proposals with the proposal form. Alternate proposals without complete specifications may be rejected. Alternate proposals and exceptions to proposal clauses must be

clearly noted on the proposal form. The County may accept or reject alternate proposals; whatever is most advantageous to the County.

L. INCORPORATION OF DOCUMENTS:

The terms of the proposal invitation, proposal specifications, proposal form are incorporated into the contract as if fully setout therein.

J. ADDENDA:

Addenda to proposal specifications are incorporated by reference as if fully setout herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and completed all attached addenda's prior to submission of proposal forms. Verification is made by contacting the Department of Administrative Services or by reviewing the County Web Site. (www.jeffcomo.org).

K. INSURANCE:

The Vendor/Contractor shall purchase and maintain insurance with an insurance company licensed to do business in the State of Missouri or in the state where the vendor is incorporated or otherwise licensed to do business and which shall remain, at all times during the term of any contract with the County, in full force and effect. Preference will be given to a Vendor/Contractor who provides insurance with an insurance company licensed to do business in the State of Missouri, but in any event said Vendor/Contractor shall provide said insurance at it's own expense. Such insurance shall be provided as will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor's execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contract is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its' forces as enumerated above. All policies must name the County as an additional insured and provide for thirty (30) days written prior to any material changes or cancellation. Any disputes regarding a breach, insurance amounts, liability, coverage, lapse or otherwise shall be litigated in the Circuit Court of Jefferson County, Missouri and the same shall be incorporated into any Contract agreed to by the parties.

THE COUNTY REQUIRES **ORIGINAL** CERTIFICATES OF INSURANCE **BEFORE** THE CONTRACT IS AWARDED. ANY LAPSE IN INSURANCE COVERAGE OR CANCELLATION THEREOF BY THE CONTRACTOR OR SUB-CONTRACTORS DURING THE TERMS OF THE CONTRACT SHALL IMMEDIATELY BE DEEMED A MATERIAL BREACH UNDER THE TERMS OF ANY CONTRACT.

A. (X) Required () Not Required Comprehensive General Liability Insurance

The Vendor/Contractor shall maintain and keep in full force and effect during the terms of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

B. (X) Required () Not Required Professional Liability Insurance

The Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against any and all claims, which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00. Should any work be subcontracted, these limits will also apply.

**C. (X) Required () Not Required Worker's Compensation Insurance:
per Missouri Revised Statutes Chapter 287**

The Vendor/Contractor or his sub-contractor or contractors, shall maintain and keep in force of this Contract such worker's compensation insurance limits as required by the statutes of the State of Missouri and Employer's Liability with limits no less than \$500,000.00.

L.

PROPOSAL OPENINGS:

Proposals will be publicly opened and read aloud at the time indicated on page 1. The vendors and the public are invited but not required to attend the formal opening of the proposals. No decisions relating to the award of a contract or agreement will be made at the opening.

M. PROPOSAL TABULATIONS:

Proposal Tabulations will be available 5 to 7 business days following the proposal opening. Proposal submissions are open for public review at the time of the proposal opening. Proposal tabulations are posted on the County's web-site address, www.jeffcomo.org, under the services tab, Invitation for Bid/Request for Proposal link. **NO COPIES** of proposal tabulations are sent to vendors.

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PROPOSAL FORM AND CONTRACT

A. PROPOSAL REPRESENTATIONS:

The vendor, by executing the proposal form certifies that:

1. The proposal complies with Request for Proposal, Form and Proposal Specifications.
2. The vendor is not debarred or suspended from participation in Federal Assistance programs.

B. TAXES:

No bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property taxes to Jefferson County. The prospective bidder may be required to provide proof in the form of an original paid tax receipt issued by the Jefferson County Collector or a verified affidavit stating that the applicant does not own any real or personal property in Jefferson County.

Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.

C. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

1. The prices in the proposal shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Vendor or other person.
2. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the Vendor prior to opening; or
3. No attempt has been made or will be made by the vendor to induce any other person or firm to submit or not to submit a proposal.

D. PRICE:

The price(s) specified in this proposal shall be firm and not subject to contingency or reservation. The vendor represents prices specified in the proposal do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the vendor's most favored customer. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly. **Proposal prices are ALL INCLUSIVE: (Shipping, Handling, Delivery, and Assembly to locations specified by the County). Prices shall be firm for ALL County departments and locations for term of the agreement.**

E. MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:

Vendor represents that the goods provided comply with Sections 34.350 to 34.359, RSMo, known as the Domestic Product Procurement Act. The act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and Jefferson County, Missouri. Vendor shall include proof of compliance with the Act with the proposal.

F. NON-EXCLUSIVE AGREEMENT:

The contractor shall understand and agree that the contract shall not be construed as an exclusive agreement and further agrees that the County may secure identical and/or similar services or products from other sources at anytime in conjunction with or in replacement of the contractor's services.

G. DEFINITIONS:

1. The term "County" means the Jefferson County, Missouri and its designated representatives.
2. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.
3. The term "RFP" means Request for Proposal.
4. The term "Agreement/Contract" means Binding Agreement, Contract, Request for Purchase, Order.

H. INSPECTION, ACCEPTANCE AND APPROVALS:

Request For Proposal and Proposal Form

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Bidder's Initials:



Goods shall at all times and places, including the period of manufacture, be subject to inspection and test by County. County will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive any warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior inspections or approvals. County may require prompt replacement or correction of rejected goods at Supplier's expense, including a reduction in price for rejected goods. Supplier shall not resubmit rejected goods to County without prior written approval and instructions from County. In addition, Supplier shall identify resubmitted goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to County.

I. WARRANTY:

Unless otherwise agreed to in writing by the parties, Supplier warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by County, or, if not ordered to specifications will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to County and its assigns. Except for latent defects, the County shall give notice of any nonconformity to the Supplier within one (1) year after acceptance. County may return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at Supplier's expense. Return to Supplier of any defective or non-conforming goods and delivery to County of any corrected or replaced goods shall be at Supplier's expense. Defective or non-conforming items shall not be corrected or replaced without written authorization by County. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance and Approvals" in the same manner and to the same extent as goods originally delivered under this contract.

J. PAYMENT:

County will pay Supplier for goods upon delivery to, submission of certified invoices and acceptance. The County will not be responsible for articles or services furnished without a purchase order. Price is tax-exempt.

K. CHANGE ORDER:

County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule or both, and any change order shall be in writing. Any claim by a Supplier for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the change, provided, however, County, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.

L. DELIVERIES:

Deliveries shall be made in strict accordance with any delivery schedule contained in the proposal specification or contract and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the "termination" clause. Deliveries are to be made at locations specified by the County at time of Order.

M. RESPONSIBILITY FOR SUPPLIES:

Pursuant to Section 290.560 RSMo, Supplier/Contractor shall employ only Missouri laborers and laborers from nonrestrictive states except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the County. Except as otherwise provided, Supplier shall be responsible and bear all risks for loss and damage to goods until delivery at County's facilities, regardless of F.O.B. point, point of inspection or acceptance; and if the goods are rejected.

N. SUBCONTRACTS:

Supplier shall not enter into any subcontract(s) in excess of \$25,000 or 20% of this contract price; whichever is less, for any goods without County's prior written approval.

O. CHOICE OF LAW:

This proposal and contract shall be governed and interpreted according to the laws of the State of Missouri. Venue for any court action shall be in Jefferson County, Missouri.

P. TERMINATION:

1. General: Performance of work may be terminated by the County in whole, or from time to time in part, whenever County shall determine that such termination is in the best interests of County. Termination shall be affected by delivery to Supplier of a Notice of Termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. If such notice does not state termination is pursuant to subparagraph 2, 3, or 4 of this paragraph, County shall have the right to so indicate within thirty (30) days. If no notice is delivered within the thirty (30) day period, or such longer periods as is mutually agreed to by the parties, the original Notice of Termination shall be deemed to be issued pursuant to subparagraph 1 of this paragraph.

2. **Bankruptcy or Insolvency:** In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, County shall be entitled to terminate without further cost or liability.
3. **Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.**
4. **Default:** County may terminate the whole Contract or any part in either of the following circumstances:
 - a. If supplier fails to deliver the items required by the contract within the time specified; or
 - b. If supplier fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after notice from County specifying such failure. In the event of termination under subparagraph 1, County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of County provided in subparagraph 1 shall be in addition to any other rights provided by law or the contract.
 - c. In the event of the Supplier's non-compliance with the provisions as set forth. This Contract may be cancelled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

Q. NOTICE AND SERVICE THEREOF:

Any notice from the County shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the Supplier, at the address stated on the proposal form.

R. CONTRACT TERM:

Performance shall be governed solely by the terms and conditions as set forth in the Request for Proposal, Proposal Specifications, Proposal Form and the Contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the County for any goods furnished.

S. COMPLIANCE WITH APPLICABLE LAWS:

Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other Governmental authority or agency in the manufacture or sale of the goods, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended.

T. ACTS OF GOD:

No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

U. SELLER'S INVOICES:

Invoices shall contain the following information. Contract number (if any), Purchase Order Number, Item number, contract description of goods or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the County Accounts Payable Clerk.

V. APPROVAL:

It is agreed the acceptance of a proposal shall not be valid and binding upon the County until approved by the County Purchasing Agent, County Council and County Counselor.

W. INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:

Indicate: Individual: Partnership: Corporation.

Incorporated in the State of Michigan.

X. LITIGATION:

This agreement shall be interpreted under the laws of the State of Missouri. Any disagreements, questions, controversies, litigation or other causes of action whatsoever arising from or under the terms of this agreement shall be resolved in the trial courts of 23rd Judicial Circuit Court of the State of Missouri-Hillsboro, Missouri.

Y. LANGUAGE: Bids and all related documents will only be accepted in the English Language.

THE INVITATION FOR BID / REQUEST FOR PROPOSAL NOTICES ARE POSTED ON THE JEFFERSON COUNTY, MISSOURI WEBSITE AT WWW.JEFFCOMO.ORG LOCATED UNDER THE SERVICES TAB, INVITATION FOR BID / REQUEST FOR PROPOSAL LINK.

**SPECIFICATION
CONTACT**

JEANNIE GOFF – COUNTY CLERK - 636 797 5483

AFFIDAVIT OF WORK AUTHORIZATION

The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Eugene Yu (Name of Business Entity Authorized Representative) as President (Position/Title) first being duly sworn on my oath, affirm KONNECH INC (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to Election Management Software 2013 (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor, if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that KONNECH INC. (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to Election Management Software 2013 (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)


Authorized Representative's Signature

Eugene Yu
Printed Name

Title

President

03-19-13

Date

Subscribed and sworn to before me this

19 of March 2013, I am
(DAY) (MONTH, YEAR)

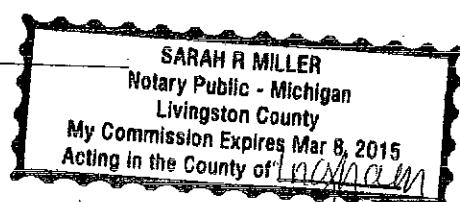
commissioned as a notary public within the County of Livingston, State of Michigan
(NAME OF COUNTY) (NAME OF STATE)

03-08-2015
(DATE)

Sarah R Miller
Signature of Notary

Date

03-19-13



AFFIDAVIT OF WORK AUTHORIZATION
(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that Konnech (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

Eugene Yu
Authorized Business Entity
Representative's Name
(Please Print)

DM
Authorized Business Entity
Representative's Signature

Konnech
Business Entity Name

Date

3-17-13

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

- Enroll and participate in the E-Verify federal work authorization program (Website: <http://www.dhs.gov/e-verify>; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;
- AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's, or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 43 CFR Part 12, Section 12.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). For further assistance in obtaining a copy of the regulations, contact the U.S. Department of the Interior, Acquisition and Assistance Division, Office of Acquisition and Property Management, 18th and C Streets, NW, Washington, D.C. 20240.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)

- (1) The prospective participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Eugene Y.
Name and Title of Authorized Representative

Eugen
Signature

President

3-17-13
Date

Instructions for Certification

1. By signing and submitting this proposal, the prospective participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "participant", "person", "primary covered transaction", "principal", "proposal" and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage Sections of rules implementing Executive Order 12549.
5. The prospective participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion", without modification, in all covered transactions and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency.

1. SUMMARY AND BACKGROUND

The Department of the County Clerk / Election Authority of Jefferson County, Missouri is currently accepting proposals for an elections logistics and operations management system. The existing county systems for managing an election include many internally developed tools and business processes. While these processes have been extremely effective in running elections with integrity, the county is currently looking for ways to improve efficiency through technology.

The purpose of this Request for Proposal (RFP) is to solicit proposals from various candidate organizations, conduct a fair and extensive evaluation based on criteria listed herein, and select the candidate who best fulfills the business needs of Jefferson County, Missouri.

The county seat and administrative offices of Jefferson County, Missouri are located in the City of Hillsboro. The county has a population of 219,480 and approximately 144,660 registered voters. Elections are administered by the Department of the County Clerk / Election Authority.

Description of Deliverable

Jefferson County, Missouri is seeking a provider with an existing, out-of-the-box solution that utilizes the latest web-based technology. The solution must be user friendly and intuitive. It is important that the system will provide significant, demonstrated savings of staff time and effort conducting the work that is necessary to administer elections.

The county is looking for a hosted, SaaS (Software as a Service) solution. The system must be secured with industry best-practice security technologies, and accessible from any location with an encrypted internet connection. The system design and layout should be simple for users to learn and implement. It also should allow significant ongoing user configuration. Comprehensive user documentation and an ongoing support plan are also considered important aspects of the deliverable.

As improvements and upgrades are made to the system by the vendor, these improvements must be seamlessly provided and delivered to the county without business interruption. Submission must include fee structure for any customizations to system requested by and for Jefferson County.

Vendor must be able to provide on-site training. This will include availability for on-site training and support for the two day prior to and two days following the first election in which the system has been utilized.

2. PROPOSAL GUIDELINES

This Request for Proposal represents the requirements for an open and competitive process. All costs included in proposals must include any and all deliverables, ongoing support, or estimated on-site services.

3. SYSTEM REQUIREMENTS

The following requirements and criteria must be met in order to be a finalist for consideration:

- Intuitive and user friendly interface that requires minimal formal training.
- Consistency of design elements across all interfaces within the system.
- Assignment of election judges and ability to track assignments throughout the election cycle.
- A detailed report of judge assignments by precinct, including party and contact information for each judge.

- Ability to send communications to election judges.
- A letter that can be sent to each election judge that details their specific assignments for the election cycle, any assigned training, absentee ballot applications, and any other specific instructions.
- A report to ensure adequate poll worker coverage and party balance at each polling place.
- Create and manage training classes.
- Easily assign election judges to class rosters.
- A Report that lists all judges who have missed training classes, including each training class that was not attended.
- Payroll processing for election judges, including the ability to track any and all hours worked during the election cycle, as well as training, mileage, and expense reimbursements.
- A single, simple data entry interface for all payroll items.
- Must generate time reporting and expense reimbursement forms—including assigned judges—for each polling place.
- Group payroll items into multiple payment batches.
- Management reporting of aggregate payroll numbers with filtering by activity, election, training type, and/or assignment types.
- A letter that can be sent to each judge that details all work completed within an election cycle and the payroll amount for each item.
- Reminder letters that can be sent to election judges regarding upcoming assignments or training classes.
- Ability to send all letters via email or post, including label generation. The preferred communication channel (email or post) must be configurable for each recipient.
- Ensure that communications are not inadvertently sent multiple times to the same recipient.
- A report and export of all election payroll data that can be uploaded to a third-party payroll system via Excel or CSV file formats.
- Formal agreements with polling places including language that may be modified by the Jefferson County legal department. Agreements must include a section for polling place staff to review and provide up-to-date facility and contact information.
- Letter to remind each polling place of the use of their facility in an imminent upcoming election, including pertinent information for polling place staff.
- Printable lists of polling places, including detailed contact and election-day coordination information.
- Manage the optional payment of invoices for the election use of polling place facilities.
- Ability to manage voting equipment, including a detailed log and audit trail of all equipment maintenance, testing, usage, and any other event.
- Ability to assign voting equipment to a specific polling place for election-day usage.
- Ability to create and manage delivery routes to polling places, including detailed packing and equipment lists.
- Ability to generate official election notices and send these notices directly to the publishing periodical(s).
- Ability to generate official certificates of completion for the internal and public testing of election equipment.
- All election parameters must be configurable and maintainable by Jefferson County. This includes jurisdictions, districts, precincts, and offices.
- Creation of new election cycles must auto-generate election parameters, automatically adding any applicable offices to the election.
- Must be able to configure and track ballot questions.
- System-generated communications must be configurable by Jefferson County on demand within the user interfaces.
- Use industry best-practice security measures and technologies.

- Allow each of the user's access to be individually restricted and granted by system function. All rights must be configurable by the Jefferson County Clerk's office.
- Pricing must include any and all users (including temporary employees) within Jefferson County, with access to the system managed by the Jefferson County Clerk's office.
- A Single, integrated database that eliminates duplicate data entry across features and functions of the system.
- New releases of the product must be included in licensing fees. New releases must be regularly and seamlessly implemented within Jefferson County.
- New features that are designed to benefit other jurisdictions must be included in the product without additional fees or costs to Jefferson County.

4. REQUEST FOR PROPOSAL AND PROJECT TIMELINE

Request for Proposal Timeline:

Evaluation of proposals will be conducted from April 3, 2013, until April 10, 2013. If additional information or discussions are needed with any respondent during this window, the respondent(s) will be notified.

The selection decision for the winning bidder will be made no later than April 10, 2013.

Upon notification, the county will move forward with the contract and implementation planning immediately. Final contract signing will be completed upon approval of the County.

Implementation Timeline:

System implementation phase must be upon approval of the county, and system must be installed and functioning within two weeks. On-site training will also be provided as part of the implementation.

5. BIDDER QUALIFICATIONS

Bidders should provide the following items as part of their proposal for consideration:

- A minimum of at least 8 years of demonstrated expertise and experience in elections management software.
- Reference information for 2 U.S. counties currently using the system.
- Must be able to implement the system and bring it fully online for county use within 2 weeks of signing the contract.
- Must include a project plan for implementation, including resources you will assign to this project (total number, role, title, names of individuals).
- Must be able to provide on-site training and implementation services.

24

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as
of this _____ day of _____ 2013:

KONNECH
Company Name

County of Jefferson, State of Missouri

B. Waller
Signature
Eugene Yu
Print

Kenneth B. Waller County Executive

Company Address: 4211
OKEMOS Rd, STE 3
OKEMOS, MI 48864
Phone: 517 381-1830

I hereby certify under section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

County Auditor

APPROVED AS TO FORM

County Counselor



CERTIFICATE OF LIABILITY INSURANCE

KONNE-1

OP ID: BL

DATE (MM/DD/YYYY)

03/19/13

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 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

MASON INSURANCE AGENCY, INC
801 S. CEDAR ST P.O. BOX 68
MASON, MI 48854
Wayne H. Flood

Phone: 517-676-5534

Fax: 517-676-2492

CONTACT
NAME: Bobbie Lewis
PHONE (A/C, No. Ext): 517-676-9595

FAX (A/C, No): 517-676-2492

E-MAIL ADDRESS: b Lewis@masoninsurance.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Auto-Owners Insurance Co

18988

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Konnech, Inc.
Eugene Yu
4211 Okemos Rd - Ste 2,3,4
Okemos, MI 48864

COVERAGES

CERTIFICATE NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR WVD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						
	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		X	06583259	04/16/12	04/16/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (ea occurrence) \$ 300,000 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 \$
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY						
	ANY AUTO ALL OWNED AUTOS X HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			06583259	04/16/12	04/16/13	COMBINED SINGLE LIMIT (ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10000			4897010701	04/16/12	04/16/13	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 emp liab \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	06108368	04/16/12	04/16/13	X WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

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
Wayne H. Flood

PollChief®

A Division of Konnech

Konnech®

Election Administration Tools

4211 Okemos Road Suite 3 & 4, Okemos, Michigan 48864

Phone: 517-381-1830, Fax: 877-301-0793

AB VOTE

March 12, 2013

Wes Wagner
Department of the County Clerk
729 Maple Street
PO Box 100
Hillsboro MO 63050

Dear Mr. Wagner:

Re: RFP - ELECTION MANAGEMENT SOFTWARE 2013

Thank you for sending us a letter to inform us the existence of this RFP for the Jefferson's Election Management Software system 2013.

The requirements of this RFP are exactly met by our Commercial off the Shelf (COTS) software PollChief®, which is used by many large counties in the North America. In addition, we have become more familiar with the election environment of your State through our working relationship with the Election Authority of St. Charles County, Missouri. We guarantee that we can provide the Quality of Service (QOS) and the speedy implementation required at the lowest possible cost to Jefferson County.

Our enclosed proposal will introduce our company and capabilities, illustrate how our election management software works, and provide you some of the contact information of our customers as our reference.

We look forward to working with you.

Sincerely,



Eugene Yu
President
Konnech, Inc.
4211 Okemos Rd Ste 3 & 4
Okemos MI 48864
eyu@konnech.com
517-381-1830 Ext 203

PROPOSAL FOR THE ELECTION MANAGEMENT SOFTWARE 2013

1. Overall Description of PollChief

Modern elections are a complex process involving the coordination for a single day of a multitude of polling places, the training and deployment of an army of poll workers, the testing, securing, and delivery of a slew of voting machines, and the provision of a mountain of material. Over the years, elections administration professionals have developed a system of spreadsheets, checklists, rolodexes, calendars, sample letters, and phone trees using Excel, Access, Outlook, Word, and Project, to manage the process. PollChief® Election Management System is designed by election administrators and replaces the hodgepodge of programs and practices with a single, unified, web-based program organized in a data warehouse.

PollChief® streamlines the mechanics of holding elections. Bar coding, smart phones, mapping, telephony, online training, and a universal database work together to build smooth, trouble-free elections. Any number of elections can be planned simultaneously.

Every election jurisdiction does things a little differently. Konnech's computer engineers will customize the program to suit the needs of your jurisdiction.

PollChief® dramatically reduces election man-hours and clerical errors, and eliminates most of the back office problems that lead to frustrations for voters, poll workers, and election administrators.

We will provide our PollChief® system Software as a Service (SaaS) solution. We guarantee the QOS and security of the system.

To enhance service and support, we will also provide you with a Microsoft SharePoint issue report and tracking, content and communication site. The proposed cost includes all the service and support of this SharePoint site.

Our quotation will include ample training and support hours, including extensive practice for your staff with the built-in communication functions, including mass letter, email, and phone messages with reply for your building owners and election judges.

1.1. Poll Location Management System (PLMS)

PLMS manages polling places and provides base information for all other poll management functions.

1.1.1. Precinct Information

Precincts are the building blocks for elections. In PollChief®, precincts are profiled and listed, mapped, and filtered. The precinct profiles include the map, name, number, polling place per election, political description, numbers of registered voters per party, and turnout per election. The precinct list displays which precincts are participating in an election, what building will host them, and the number of registered Democrats and Republicans (updated afterward with the turnout for each party), sorted by election.

Konnech Proposal (Confidential Proprietary Information)

Precinct: 1203

Parent PCT: Self

Election Building: 12030 Zone 1 Center

Building Address: 1689 OLD ST. AUGUSTINE RD.

City: TALLAHASSEE State: FL

Zip: 32301

Registered Voter:

DEM: 312	Turnout Ratio (%): 60.00
REP: 232	Turnout Ratio (%): 54.40
NPA: 33	Turnout Ratio (%): 10.00
OTH: 0	Turnout Ratio (%): 0.00

Book: 3

All the County: Yes

Buckwood Annex: YES

County Commission(CC): YES

Community Development District(CDD): NO

Congressional District(CNG): 1322

State House Of Representatives(HSE): 47

School Board(SB): Tallahassee School District

State Senate(SEN): 10

City Residents(TLH): Yes

Comments:

Precinct Outline: No file chosen

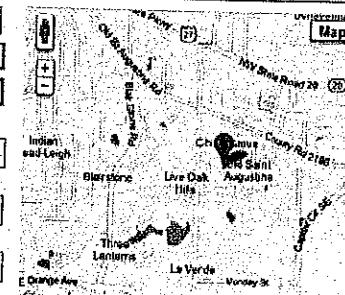


Figure 1: Precinct Profile

Precincts (144)		Areas (5)					
PCT	Building Name	DEM / %	REP / %	NPA / %	Other / %	Total	Turn Out
1201	GOSPEL LIGHT CHURCH	110 / 52.00%	132 / 51.60%	50 / 10.00%	8 / 25.00%	300	134
1203	Zone 1 Center	312 / 60.00%	232 / 54.40%	33 / 10.00%	0 / 0.00%	577	319
1205	MICCOSUKEE CENTER	220 / 60.00%	162 / 57.60%	90 / 30.00%	12 / 40.00%	484	258

Figure 2: Precinct List

1.1.2. Building Information

PLMS lists all possible sites with their identifying info, their owners (e.g., School Board), and the on and offsite contacts. It creates a separate list of potential alternative buildings with site survey information such as handicap accessibility, signage, parking, photo, map location, Election Day layout, etc. Information can be imported from the MCVR (Missouri Centralized Voter Registration) as necessary and can be exported.

Not only polling places, but also training locations and RECs (Regional Election Center) buildings are listed and profiled. The category "Drop Stations" can also be included.

Basic Info		Contact Info	Other Info
Building ID:	12030		
Building Name:	Zone 1 Center		
Organization Name:	Zone Development		
Building Address:	Street Address: 1689 OLD ST. AUGUSTINE RD		
	City	State	
	TALLAHASSEE	FL	
Zip:	32301		
Constraint:	Deliver and pick up between 8 and 1		
Training Classroom:	16B		
Election Setup Area:	Cafeteria		
Room #:			
Cross Street:	Holly		
Short Directions:	Located on south side of Old St. Augustine Rd just west of its		
Long Directions:	From any direction, go to the intersection of Apalachee Parkway		
Comments:	ADA ACCESSIBLE		

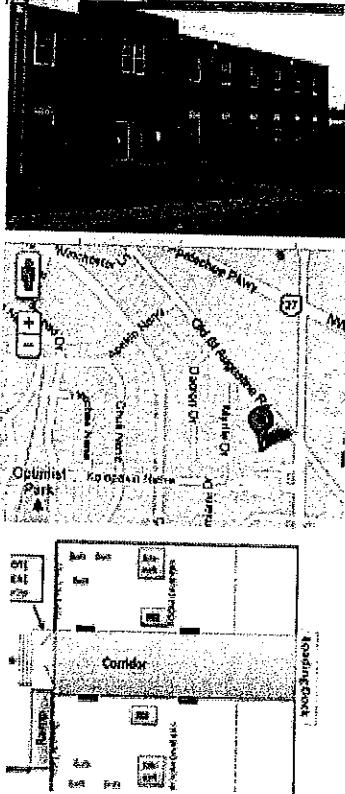


Figure 3: Building Basic Info

Basic Info		Contact Info	Other Info
		Primary Contact	
Prefix:	Ms	Secondary Contact	
First Name:	Peaches	Haddis	
Last Name:	Dixon	Pollchief	
Position:	Superintendant	Deputy	
Work Phone	(850) 555-1258	(850) 555-4789	
Fax:	(850) 555-9785	(850) 555-1111	
Mobile Phon:	(850) 555-6458	(850) 555-3333	
Other Phone			
Email:	Peaches@pollchief.com	Haddis@pollchief.com	
		Emergency Contact 1	
Prefix:	Mr	Emergency Contact 2	
First Name:	Barry	Jay	
Last Name:	Weller	Jent	
Position:	Custodian	PA Manager	
Work Phone	(850) 555-6487	(850) 555-4123	
Fax:	(850) 555-4444	(850) 555-2698	
Mobile Phon:	(850) 555-6897	(850) 555-4447	
Other Phone		(850) 555-9784	
Email:	calvin@pollchief.com	jay@konnech.com	

Figure 4: Building Contact Info

All Buildings (179)					Review and set buildings to be used for:		Potential	Search
BLDG ID	Building Name	Organization	Phone	Zip	Potential	Training Location	Keyword:	
00001	St Charles Christian Church	St Charles Christian Church	(636) 555-7777	6330	Potential	REC Location		
00002	Orchard Farm Fire Hall	Orchard Farm Fire Hall	(636) 555-9895	63301	Potential	Drop Station		
00005	The Columns Banquet Center	The Columns Banquet Center	(636) 555-2222	63373	Potential			
00006	Harvest Ridge Elementary	Harvest Ridge Elementary		63373	Potential			
00007	Board of Realtors	Board of Realtors		63373	Potential			

Figure 5: Building Listing

1.1.3. Mapping Locations

PLMS shows maps of the Precincts and maps of the buildings. Clicking on the map reveals details about the proposed site. The maps show how many voters are registered within a precinct along with most recent election voter turnout, which helps in planning ballot printing and selecting sites to accommodate suburbs with growing populations, and the contact name and number for a building. The data is filtered by election and building status. Potential sites as well as sites actually used in each election are presented. The satellite image assists the selection of polling sites.

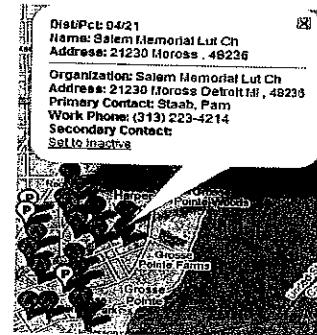


Figure 6: Building Map

1.1.4. Poll Location Asset Planning

This feature annotates item needs unique to specific buildings such as extra extension cords, handicap ramps, particular traffic signs, etc. It also tracks delivery constraints. The special building needs are transmitted into the Poll Asset Management System so the system can manage the inventory and plan shipping.

Asset Planning		
Item ID	Item Name	Qty.
101233	SIGN - A FRAME (C) ATTENTION (TALL)	1 EACH
101736	SIGN - VOTING ENTRANCE FOLLOW ARROWS	1 EACH
100919	COME - ORANGE PARKING STANDARD	6 EACH
100650	EXTENSION CORD 25 FT (16 GAUGE)	2 EACH

Building ID	12550		
Building Name:	Zone 2 Center		
Organization Name:	Zone Development		
Building Address:	Street Address 310 LAURA LEE AVE		
City	TALLAHASSEE	State	FL
Zip	32301		
Constraint:	No deliveries after 3:00 pm.		

Figure 8: Delivery Constraints

Figure 7: Building Asset Needs

1.1.5. Location Communications

PLMS prevents the miscommunications that lead to buildings failing to open on Election Day. PLMS sends mass letters, mass emails, and mass phone calls to each location, records their replies automatically, and builds spreadsheets of their responses. For instance, “will you be able to unlock the building at 4:00 am” or “press ‘3’ to confirm that building is unlocked”.

The category for publishers/periodicals will be created in this section.

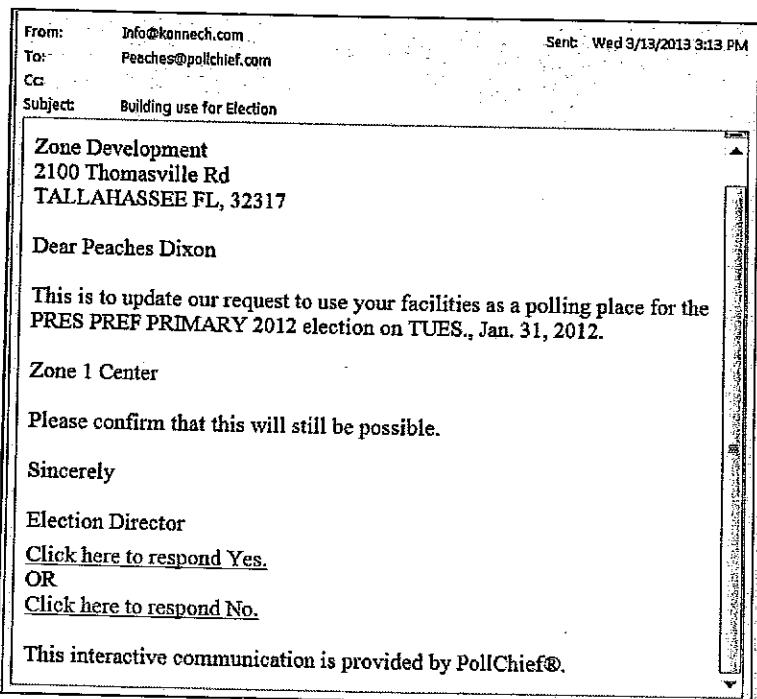
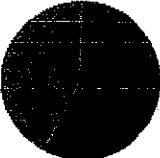


Figure 9: Email with Survey Link



Total Sent	7
Responded Yes	2
Responded No	2
Did Not Respond	3

Email Survey Report - All	
Name	Survey Value
Zumwalt, Bailey	Yes
Zumwalt, Haddis	No
Zumwalt, Kitty	No
Zumwalt, Laura	Yes

Figures 9b and 9c: Email or Telephone Survey Results

The PollChief® Poll Worker module inextricably intertwines with the base locations module.

The schedules for weaving together an election are unforgiving, and once the time is past to identify, to ask, and to confirm people to work as election judges, there is a problem; once the time is past to reserve polling locations, there is another problem. In tandem, the two dynamics always lead to the last minute consolidation of voting places, and to the last minute movement of election judges.

* *Commissioner Tommy Adkisson, Bexar County, Texas*

1.2. Poll Worker Management System (PWMS)

PWMS ensures that every poll worker gets recruited, appointed to an appropriate job classification, trained, assigned to a convenient location, evaluated after Election Day, and paid promptly and accurately.

Poll Worker Database

PWMS lists and profiles all potential workers.

Poll Workers (2)		Applicants (15)					
Name	ID	Home PCT	Job Title	Work Place	Training ATH	Training YTD	Rating
Zane, Rubby	0015	5264	C - Clerk	1203	3.0	0.0	Excellent
Zumwalt, Bailey	0009	4457	R - Rover	001	7.0	0.0	Excellent

Figure 10: Poll Worker List

Poll Worker Cost Budget

PWMS calculates a payroll budget in advance of the election.

Job Title Budget Report									
Title	Pay Type	Rate	Hours	Type	Per Pay	Expense Target	Total	Total Pay	
Rover	Per Unit	\$10.00	13	Per Area	\$130.00	\$0.00	1	0	\$0.00
Deputy	Lump Sum	\$108.50	14	Per Building	\$108.50	\$0.00	1	95	\$10,308.00
Assistant Clerk	Lump Sum	\$136.50	14	Per PPCT	\$136.50	\$0.00	1	94	\$12,831.00
Inspector	Lump Sum	\$108.50	14	Per Book	\$108.50	\$0.00	1	309	\$33,526.00
Substitute-S	Lump Sum	\$30.00	3	Per PPCT	\$30.00	\$0.00	0	0	\$0.00
Technical Assistant	Lump Sum	\$136.50	14	Per PPCT	\$136.50	\$0.00	1	94	\$12,831.00
MACH INSPECTOR	Lump Sum	\$108.50	14	Per PPCT	\$108.50	\$0.00	1	94	\$10,199.00
Clerk Trainee	Lump Sum	\$100.00	13	Per Building	\$100.00	\$0.00	1	95	\$9,500.00
Clerk	Lump Sum	\$157.50	15	Per PPCT	\$157.50	\$60.00	1	94	\$20,445.00
Mentor Clerk	Lump Sum	\$157.50	14	County Total	\$157.50	\$0.00	0	0	\$0.00
									Subtotal: \$109,640.00

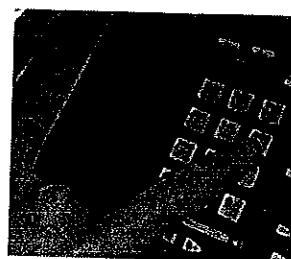
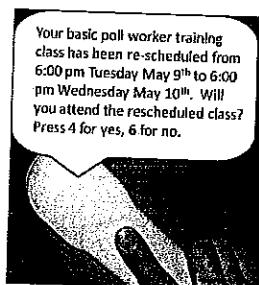
Figure 11: Payroll Budget

1.2.1. Poll Worker Readiness Preparation

PWMS identifies training needs, issues class invitations, takes attendance with barcodes, and accumulates training hours throughout the worker's career.

1.2.2. Poll Worker Communications

PWMS contacts all the poll workers by mass email, mass telephony, and mass mail, records their replies, and builds statistics of the communication results, which are linked to each poll worker's record.



Figures 12 & 13: Mass Phone Response

1.2.3. Optimized Poll Worker Assignment

PWMS displays on a map both the poll workers' homes and the nearby polling sites with their staffing needs as administrators arrange their work assignments so a Poll Worker will be assigned to a preferred working location.

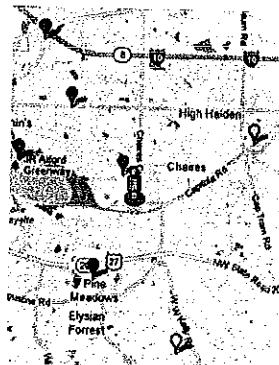


Figure 14: Worker Assignment Map

1.2.4. Scanned Attendance

PWMS scans in attendance at training classes and at work assignments.

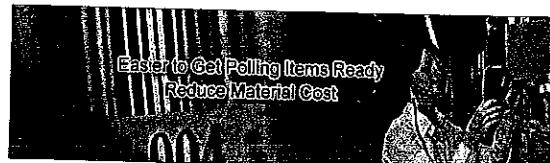
1.2.5. Payroll Audit and Process

PWMS manages and logs poll workers' reimbursement. It exports attendance and pay records in whichever format is required by any payroll system and generates IRS Form 1099. This speeds payroll, alleviating the irritation of delayed paychecks and averting many calls to the department from the poll workers. City of Detroit reports that this sped payroll by 75% and reduced poll worker complaints from 315 down to one.

1.3. Poll Asset Management System (PAMS)

PAMS tracks the generic and unique assets needed for elections in the manner specified by HAVA auditor guidelines.

PAMS reduces election inventory management time by two thirds as reported by Leon County.



1.3.1. Advantages Over Generic Programs

- Web Based
- Ballot Control
- Chain of Custody
- Election Packing— clerk, precinct, building
- Critical Item Return Alert
- Email Alerts
- Interactive Testing— pre- and post-election logic and accuracy tests
- Return Ratio Calculation
- Trouble Tickets
- White Board
- Mobile Phone Access
- Input Options— Keyboard, Bar Code scanner, RFID, iPhone, Android, Import

- Condition Classification for HAVA compliance
- Financial Reporting for HAVA compliance
- Storage Mapping for HAVA compliance
- Office Use Versus Election Use for HAVA compliance
- Dispose record for HAVA compliance
- Return Unpacking
- Voting Machine Archives
- Drayage Wizard – cargo value, loading guide, delivery routes and maps
- Polling Place Exceptions— delivery constraints and special equipment needs
- Attachment Tracking – security seals, comm. Packs, memory cards, etc
- Lading Monitor — complete correct truck loading
- Searchable Web Log

1.3.2. HAVA/EAC Compliance

The system complies with HAVA/EAC property records management rules. It profiles each type of item, including photo, description, HAVA/State/local funding breakdown, storage location, etc, and further creates an individual profile for each controlled item such as tabulators.

Item ID	100002
Item Name:	OS Unit
Price/Basic Unit:	\$1000.
HAVA Funds:	500.00
State Funds:	250.00
County Funds:	250.00

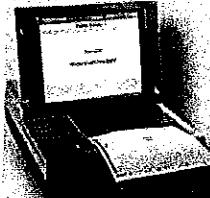


Figure 15: Voting Machine Profile

1.3.3. History Archive/Chain of Custody

PAMS creates a chain of custody and an archive for critical election items such as voting machines, memory cards, and e-poll books, tracking usage history, trouble calls, repairs, testing, software upgrades, etc.

Machine Election History					
Election History	Other In/Out History	Testing History	Install History	Service History	Order In History
Event ID	Event Type	Election Name	From / To	Quantity	Date
E10001514	In	PRES PREF PRIMARY 2012	RCM	1 UNIT	01/31/2012
E10001356	Out	PRES PREF PRIMARY 2012	RCM	1 UNIT	01/30/2012

Figure 16: Machine Election History

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Election History	Other In/Out History	Testing History	Install History	Service History	Order In History	
Testing Title/ID		Result	Problem Category	Sub Category	Person	Date
OCT Election Prep Test / T100031		Passed			Konnech, George	09/11/2012
OS Unit Post-Election Test PPP2012 / T100019		Passed	83	83	George Konnech	03/26/2012

Figure 17: Machine Testing History

Election History	Other In/Out History	Testing History	Install History	Service History	Order In History
Ticket ID	Problem Category		Staff/Vendor	Date	Status
SV100316	EQUIPMENT - OS UNIT		Kelly Shettler	09/11/2012	Closed
SV100311	EQUIPMENT - OS UNIT		Potter, Laura	06/28/2012	Closed
SV100307	EQUIPMENT - OS UNIT		Li, Anna	06/26/2012	Closed

Figure 18: Machine Service History

1.3.4. Pre and Post Election Tests

Acceptance, Logic & Accuracy (L&A), Prep and Post Election Tests are guided by your testing forms, and can be done with a computer, smart phone or tablet.

ACCU-VOTE OS PREPARATION CHECKLIST		PCT #:	1274
Accu-Vote Asset Number: <u>1451241</u> init.: <u>Konnech, George</u> Checklist Start Date: <u>12/08/2010</u> General Guidelines: Power OFF and Unplug when Severe weather is expected. Except when charging for 24 hours, AVOS should be powered OFF and Unplugged when left unattended for more than a few hours.			
<input checked="" type="checkbox"/> No Visible Damage if YES: <u>scratch</u> <input checked="" type="checkbox"/> Charge Battery for 24 hours (Plugged IN and Power ON) <input checked="" type="checkbox"/> Power OFF and Unplug DIAGNOSTICS TEST			

Figure 19: L&A Checklist

1.3.5. Election Planning

PAMS plans the inventory consumption for multiple elections using historical return ratios so you can predict your election needs with high confidence. Past election inventory plans can be used and modified with ease. Better budgeting and control of the supply consumption are at your fingertips.

1.3.6. Packing Templates

The system lists the items to be packed for the poll worker pick-up, the precincts, and the buildings. Bar-coded material and the Mobile App work with the well-planned Packing Template, making the packing process quick and easy rather than a tedious, time consuming chore. There will be no reasons for missing any item(s) at the polling places.

1.3.7. Check-Out and Check-In Control

PAMS controls Check-Out and tracks the Return of all items for each polling site. The Critical Item Return List highlights any essential items (e.g., ballot boxes, poll books, e-PollBooks, memory cards, tally sheets, etc) that the poll workers are missing in their election night delivery, so they can be searched for immediately, before the delivery truck or poll worker drives away.

Figures 20 & 21: Packing & Loading

1.3.8. Order and Transfer

Automatic email alerts for under-stock items are sent by the system, eliminating instances of last minute ordering. A system generated Transfer List makes real-time Pick-Up and Drop-off easy. The Smartphone Mobile App makes the complex election package preparation move swiftly.

1.3.9. Delivery Planning

PAMS includes a complete drayage program for the Election Day delivery trucks.

The drayage wizard annotates the delivery time constraints of the various polling locations (e.g., not during school hours, never on Sunday, etc.). This helps the routing manager to plan the pre-election day delivery route.

Figure 22: Delivery Scheduler

The drayage wizard calculates the value of the cargo on each truck, drawing from the purchasing data in the inventory databank.

ID	Item Name	Bar Code Seal	Quantity	PCT.	Value
100757-CAG091	CAGE - PRECINCT	CAG091 C00054	1	CAGE	5153 \$20,778.20
100845	PRIVACY BOOTH		47	BOOTH	5153 \$9,400.00
100773	TABLE - FOLDING		4	TABLE	5153 \$352.00

Figure 23: Load Value Calculation

It annotates driver's name and license number, the truck license number, the route number, etc.

The drayage wizard produces a loading manifest, first in last out.

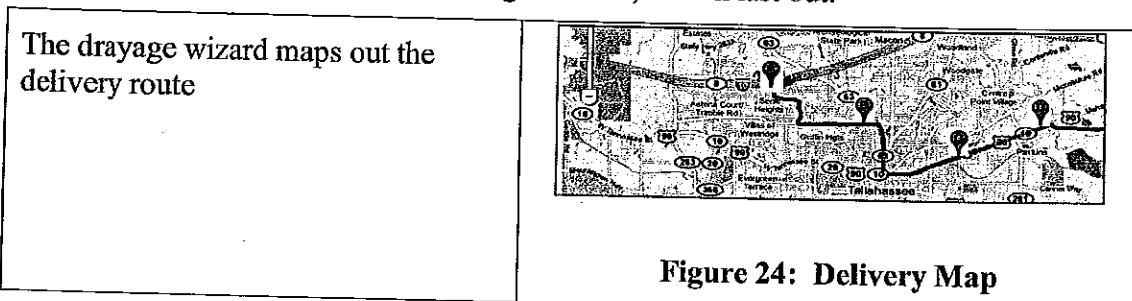


Figure 24: Delivery Map

Typically, the trucks are loaded, and then the cargo locked inside overnight before the next day delivery. The drayage wizard records the number of the security seal applied to the truck's cargo door.

On election night, as material comes back in, the receiving clerk scans in their bar codes, or, if available, allows RFID to record their return. Items which have been marked as "Critical" are displayed in a color chart, to prevent the poll worker driving off before the critical item has been found.

Critical Status View By Color		Not Checked Out	Checked Out	Checked In				
Location Type	Location	BAG - BLUE PRECINCT REGISTER BAG	BAG - DS	BAG - RED RETURN VOTED BALLOT	BAG - TSX BLUE	BAG - YELLOW PROVISIONAL	CLEAR CLERK PORTFOLIO	ENVELOPE - RED UNSCANDED BALLOT 10 X 13
Parent PCT	2451							
Parent PCT	2503							
Parent PCT	2505							
Parent PCT	2507							
Parent PCT	2509							
Parent PCT	2511							
Parent PCT	2513							
Parent	3101							

Figure 25: Critical Item Return Alert

1.3.10. Return Unpacking

After supplies have been checked back in on election evening the unpacking begins. The program distinguishes between items turned back in and items re-shelved, and will accommodate both individual and bulk unpacking methods; either way of unpacking and counting the supplies back in can be recorded with computer, barcode scanner, smart phone, or tablet. Items which cannot be reused can be discarded and recorded as "disposed." The program will calculate a return/reuse ratio to assist in supply planning for future elections.

1.3.11. Smart phone App

An app for iOS or Android smart phones multiplies the efficiency of the the asset management module. The smart phones can access the internet in WiFi, 3G, and 4G areas, so staff can manage all assets on their feet, on the go.

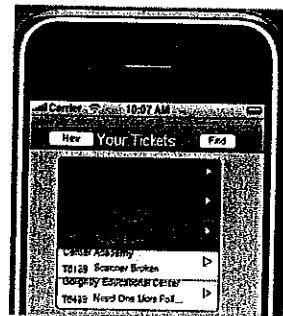


Figure 26: Smart Phone App

iSupply allows the clerk to toggle from function to function to:

- (1) correct the inventory instantly while standing at the shelf
- (2) pull up and view the purchase order to check against deliveries when receiving incoming parts or supplies
- (3) record the movements of serialized voting equipment such as DREs, scanners, and ePollBooks
- (4) assign and record Security Seals
- (5) document Logic and Accuracy testing (AS OF NOW THIS FEATURE ISN'T AVAIALBLE IN THE APP. MAYBE REMOVE THIS POINT?)
- (6) track the movement of controlled, numbered ballots

This accomplishes far more than input from bar code or RFID scanners—this puts a fully functional terminal in the administrator's hands as he's walking around.

For instance, a technician might be performing testing and discover that an asset needs to go for repair. Although a bar code scanner or RFID could record the asset's ID number, neither one would be able to say why the machine had been moved—the staffer would have to get to a computer to record the comments of the problem. The smartphone would enable the technician to enter the specifics of the problem right into the asset's comments section while standing next to the machine.

For another example, when the dispatcher applied a security seal to the delivery truck's cargo door, he could record that number while standing in the loading dock. Then he could toggle over to another screen to record a comment about a voting machine, then toggle back to the truck security screens. The next morning, the driver would check on the smartphone

that the number of the seal was unchanged and would confirm that information in the records.

In the course of delivery and setup, the staffer might notice and correct a flaw in a machine. He can pull up the screen for that machine on his smart phone, enter the ID and problem and corrective action he took, and save the info, right there on his feet in the field.

1.4.Election Results Posting System (ERPS)

The ERPS module captures election results. Results for each contest can be displayed by precinct, by district, or in toto. This section can import or create election ballot contests.

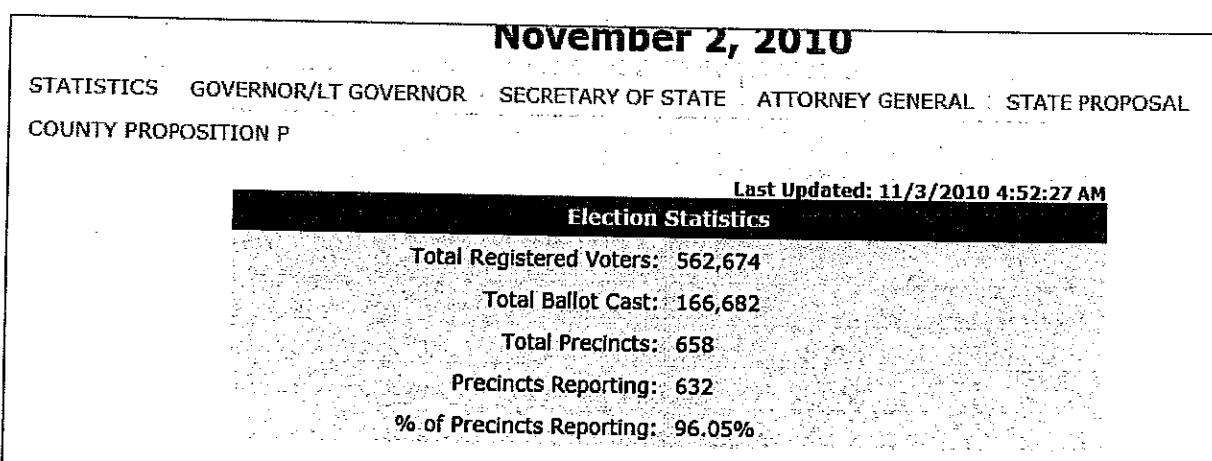


Figure 27: Overall County Results

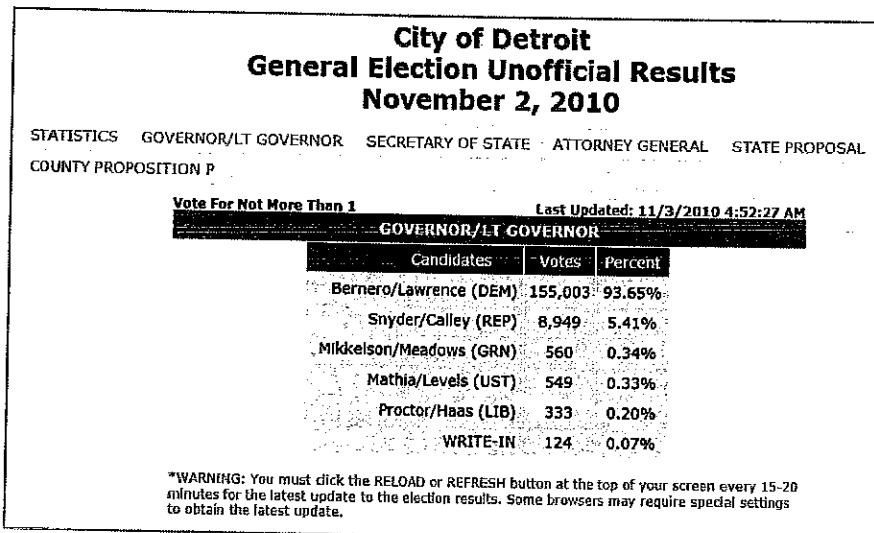


Figure 28: Tally for a particular contest

Each contest displays its current status on its own page.

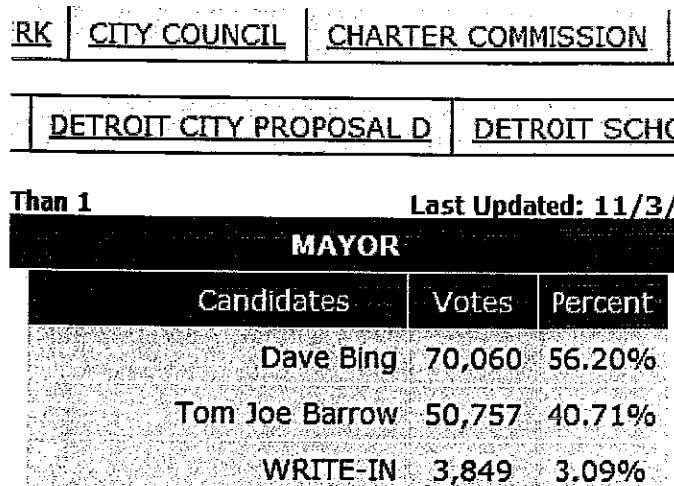


Figure 29: Single Contest Statement

The text of each proposition can be quoted in its entirety.

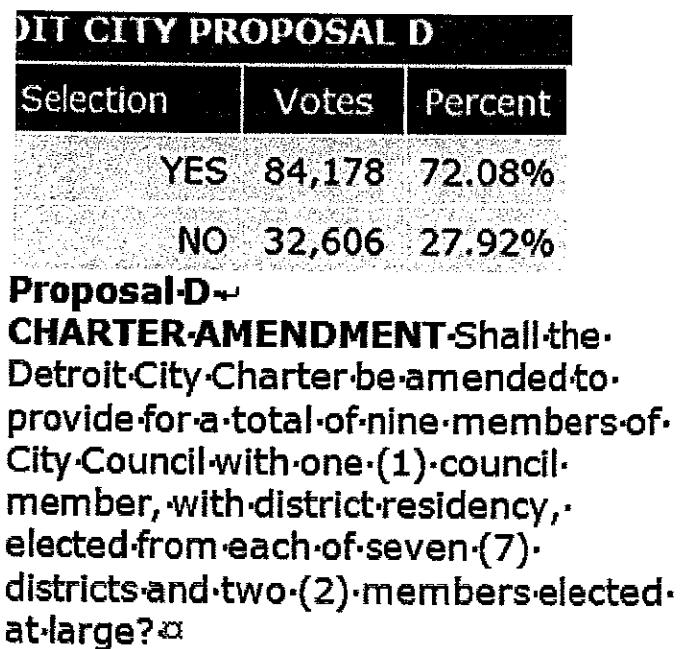


Figure 30: Proposal Text

2. System Requirements

All RFP requirements and criteria are met with our explanations in detail below:

- Intuitive and user friendly interface that requires minimal formal training.

The PollChief® system is user friendly and intuitive. It was initially designed for City of Detroit, where most of the election department staff are of an age that is not comfortable with computers, email, cell phones and other new technology gear. Because of that, the screens were designed to accommodate people with minimal technical skills.

- Consistency of design elements across all interfaces within the system.

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The design is consistent throughout. For instance, all screens feature a menu bar down the left side, all communication functions share the same screens and procedure, and all individual selections are chosen in the same manner.

- Assignment of election judges and ability to track assignments throughout the election cycle.

The system assigns election judges and tracks their assignments throughout the election cycle and links early voting assignments to main election assignments.

Work History	Training History	Payroll History	Activity Log	Communication Log	
Election Title	Date	Job Title		Work Place	Rating
School Board 10-23-12	10/23/2012	TC - Technical Assistant Clerk	1203		Average
PRES PREF PRIMARY 2012	01/31/2012	H - Assistant Clerk	1205		Good

Figure 31: Election Judge Work History

- A detailed report of judge assignments by precinct, including party and contact information for each judge.

A detailed report of judge assignments by precinct including party and contact information for each judge can be pulled for any election at any time. (May be useful in the screen capture to include 'party' since this is what they ask for in their bulleted point)

Poll Workers By Voting Location					
Full Name	Job Title	Mobile Phone	Home Evening Phone	Work Place ID	
RINGENBERG, DONALD	DAC - Democrat Asst Clerk			004	
BICKEL, DAVID	DC - Democrat Clerk		(260) 484-1807	004	
WATTLEY, KIM	DG - Democrat Greeter			004	
BICKEL, EVELYN	DJ - Democrat Judge		(260) 484-1807	004	
BLOCHER, JOHN	INS - Inspector	(260) 804-7380	(260) 485-0692	004	
ARMENDARIZ, PHILIP	RAJ - Republican Asst Judge	(937) 602-0949	(260) 580-3124	004	
ZIMMERMAN, DARRELL	RC - Republican Clerk	(260) 438-7610	(260) 484-9425	004	
BARKER, KAREN	RJ - Republican Judge		(260) 486-1884	004	

Figure 32: Judge Assignments by Precinct

- Ability to send communications to election judges.

PollChief® sends individual or mass communications to election judges via mail, email, and telephone. In addition, it intakes return communications—that is, it allows the judge to click a link within the email or press a button on the phone to reply 'yes' or 'no' to a query within the message, then builds a spreadsheet of the replies. See illustration in section 1.2 above.

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- A letter that can be sent to each election judge that details their specific assignments for the election cycle, any assigned training, absentee ballot applications, and any other specific instructions.

PollChief® creates the letters for training invitations or work assignments or any other specific instructions. It uses dynamic labels to populate the information in an automatic way.

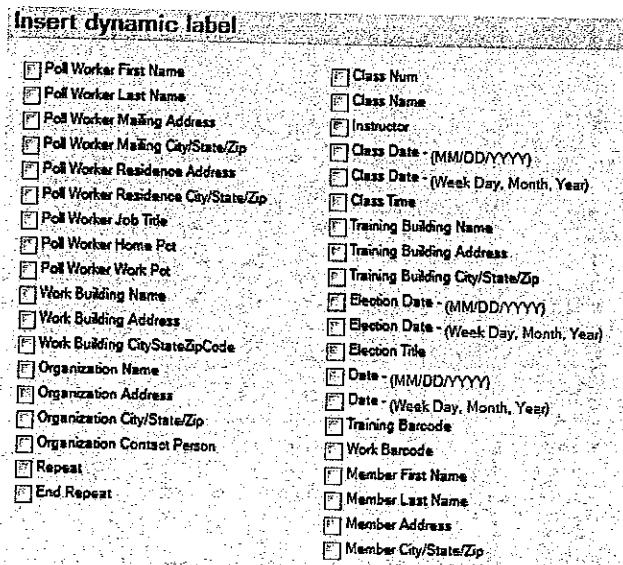


Figure 33: Dynamic Labels Automatically Populate Election Judge Letters/Emails

- A report to ensure adequate poll worker coverage and party balance at each polling place.

This report appears at the click of a single button.

Mayor 4-9-13 Main Election							
Poll Worker Total: 24							
				Precinct:			
Sex	Male	Female	Left Blank	All			
	12	12	0	1205			
Party	DEM	REP	NP	1255			
	11	9	2	1257			
Race	1 - Am Indian	2 - Asian Pacific	3 - Black	4 - Hispanic	5 - White	6	
	2	0	7	1	12	2	
Age	0-18	19-30	31-40	41-50	51-60	61-70	71+
Foreign	0	3	4	1	0	6	1
Language	English	Spanish	Other	Left Blank			3
	2	4	12	11			

Figure 34: “At-A-Glance” Staffing Profile

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- Create and manage training classes.

PollChief® provides dropdown boxes to reduce the amount of data entries so it's quick and easy to create and manage training classes.

Figures 35 & 36: Class Creation Wizard and Trainer Selection Detail

- Easily assign election judges to class rosters.

PollChief® easily assigns election judges to class rosters.

Figure 37: Class Assignment

- A Report that lists all judges who have missed training classes, including each training class that was not attended.

PollChief® creates reports listing both the judges who have and the judges who have not attended the training classes. Click a single button to see either list.

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31	20
Training	Attendance

Class Type: Hybrid In Person		Section: CL
Name	ID	Attendance
AADNER, Baxter	A0001235	Yes
AADNER, Butlers	0003216	Yes
BALLEHW, BOLENDAK	000000038	No
Zumwalt, Bailey	000000009	No

Attendance (20)		Presinct	As	Job Title	Work Place	Rating
Name	ID					
AADNER, Peoples	000000091			T-C - Technical Assistant Clerk	1203	Average
Azizane, Tom	000000013			C - Clerk	1255	Poor
Azizane, Ray	0000123			H - Assistant Clerk	1203	Good
Azizane, Von	000000014			D - Deputy	12030	Average
Azizane, Mike	000000012			T-C - Technical/Assistant Clerk	1255	NA
Azizane, Michael	000000011			D - Deputy	12550	Good
Zane, Ruby	000000015			C - Clerk	1203	Excellent
Zumwalt, Bailey	000000009			R - Rover	001	Excellent

Figures 38a, 38b, 38c: Attendance Summary, List, and Detail.

- Payroll processing for election judges, including the ability to track any and all hours worked during the election cycle, as well as training, mileage, and expense reimbursements.

Payroll processing is one of the favorite features of PollChief®'s clients. Hours worked, training, mileage, and expense reimbursements are easily tracked.

- A single, simple data entry interface for all payroll items.

PollChief® uses a single, simple data entry interface for all payroll items.

- Must generate time reporting and expense reimbursement forms—including assigned judges—for each polling place.

PollChief® generates time and expense reimbursement forms for assigned judges for each polling place.

- Group payroll items into multiple payment batches.

PollChief® groups payroll items into multiple payment batches; the batch sizes will be determined based on the payroll processing program.

- Management reporting of aggregate payroll numbers with filtering by activity, election, training type, and/or assignment types.

PollChief® can reports aggregates and filters payroll numbers by activity, election, training and assignment types.

- A letter that can be sent to each judge that details all work completed within an election cycle and the payroll amount for each item.

PollChief® will create a letter that details all work completed within an election cycle and the payroll amount for each item.

- Reminder letters that can be sent to election judges regarding upcoming assignments or training classes.

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PollChief® creates reminder letters for assignments or classes. Mass emails and phone calls supplement these reminders.

- Ability to send all letters via email or post, including label generation. The preferred communication channel (email or post) must be configurable for each recipient.

PollChief® configures the email or post mail for each recipient and creates labels on request.

- Ensure that communications are not inadvertently sent multiple times to the same recipient.

PollChief® prevents multiple communications by ensuring that a worker does not get reassigned to the same class and does not get assigned to more than one work station.

- A report and export of all election payroll data that can be uploaded to a third-party payroll system via Excel or CSV file formats.

PollChief® reports and exports payroll via Excel and/or CSV file formats.

- Formal agreements with polling places including language that may be modified by the Jefferson County legal department. Agreements must include a section for polling place staff to review and provide up-to-date facility and contact information.

Language of the polling place agreements in PollChief® will be chosen by Jefferson County. The legal language will be saved in a template for each new agreement sent. Up-to-date facility and contact information can be entered at any time. See section 1.1 above.

- Letter to remind each polling place of the use of their facility in an imminent upcoming election, including pertinent information for polling place staff.

PollChief® will allow the election administrators to send out an unlimited number of emails and post mails to remind facilities and staff. A template with dynamic labels will reduce the effort required to almost nothing.

- Printable lists of polling places, including detailed contact and election-day coordination information.

PollChief® creates these lists. Depending on your needs, over 100 fields can be listed for each record. See section 1.1 above.

- Manage the optional payment of invoices for the election use of polling place facilities.

PollChief® enables and exports this use.

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- Ability to manage voting equipment, including a detailed log and audit trail of all equipment maintenance, testing, usage, and any other event.

PollChief® manages not only the controlled voting machines, but also the non-numbered inventory items such as signs, traffic cones, "I Voted" stickers, etc. See section 1.3 above.

- Ability to assign voting equipment to a specific polling place for election-day usage.

PollChief® includes the ability to assign the voting equipment to a specific polling place for election-day usage. See section 1.3 above

- Ability to create and manage delivery routes to polling places, including detailed packing and equipment lists.

PollChief® creates and manages detailed packing and equipment lists and manages delivery routes to polling places. See section 1.3 above

- Ability to generate official election notices and send these notices directly to the publishing periodical(s).

PollChief® can generate official election notices and send them directly to the publishing periodical(s). See section 1.3 above

- Ability to generate official certificates of completion for the internal and public testing of election equipment.

PollChief® will generate the testing completion certificates. See section 1.3 above

- All election parameters must be configurable and maintainable by Jefferson County. This includes jurisdictions, districts, precincts, and offices.

This is understood by PollChief®. This is managed in PLMS. See section 1.1 above.

- Creation of new election cycles must auto-generate election parameters, automatically adding any applicable offices to the election.

PollChief® does this by using previous elections as a template for the new election; if desired, it can do this for precincts, buildings, poll workers, and voting machines. This is managed in PLMS. See section 1.1 above.

- Must be able to configure and track ballot questions.

PollChief®'s election results posting module will track results by precinct or district for all ballot contests. They can be configured by upload or individual creation.

- System-generated communications must be configurable by Jefferson County on demand within the user interfaces.

PollChief® generated communication are configurable by the election administrators on demand with the user interfaces. See Sections 1.1 and 1.2 above.

- Use industry best-practice security measures and technologies.

PollChief® uses industry best-practice security measures and technologies.

- Allow each of the user's access to be individually restricted and granted by system function. All rights must be configurable by the Jefferson County Clerk's office.

PollChief® allows each of the user's access to be individually restricted and granted by system function. All rights will be configurable by the Jefferson County Clerk's office.

Module	Permissions
Home	<input checked="" type="checkbox"/> Accessible <input type="checkbox"/> View Only
Calendars	<input checked="" type="checkbox"/> Accessible <input type="checkbox"/> View Only
Communication	<input checked="" type="checkbox"/> Accessible <input type="checkbox"/> View Only
Organizations	<input checked="" type="checkbox"/> Accessible <input type="checkbox"/> View Only
All Buildings	<input checked="" type="checkbox"/> Accessible <input type="checkbox"/> View Only
Potential Buildings	<input checked="" type="checkbox"/> Accessible <input type="checkbox"/> View Only
Active Buildings	<input checked="" type="checkbox"/> Accessible <input type="checkbox"/> View Only
Asset Planning	<input checked="" type="checkbox"/> Accessible <input type="checkbox"/> View Only
Precincts	<input checked="" type="checkbox"/> Accessible <input type="checkbox"/> View Only
Election Settings	<input type="checkbox"/> Accessible <input checked="" type="checkbox"/> View Only
Reports	<input checked="" type="checkbox"/> Accessible <input type="checkbox"/> View Only
Street Index	<input checked="" type="checkbox"/> Accessible <input type="checkbox"/> View Only
Members	<input type="checkbox"/> Accessible <input checked="" type="checkbox"/> View Only
My Profile	<input checked="" type="checkbox"/> Accessible <input type="checkbox"/> View Only
Web Log	<input type="checkbox"/> View Only

Figure 39: Example of User Access Rights within PLMS Module

- Pricing must include any and all users (including temporary employees) within Jefferson County, with access to the system managed by the Jefferson County Clerk's office.

Pricing includes any and all users (including temporary employees) within Jefferson County, with access to the system managed by the Jefferson County Clerk's office.

- A Single, integrated database that eliminates duplicate data entry across features and functions of the system.

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PollChief® creates a single, integrated database within a data warehouse that eliminates duplicate data entry across features and functions of the system.

- New releases of the product must be included in licensing fees. New releases must be regularly and seamlessly implemented within Jefferson County.

New releases of the product will be included in licensing fees. New releases will be regularly and seamlessly implemented within Jefferson County.

- New features that are designed to benefit other jurisdiction must be included in the product without additional fees or costs to Jefferson County.

New features that are designed to benefit other jurisdiction will be included in the product without additional fees or costs to Jefferson County.

3. BIDDER QUALIFICATIONS

3.1. Introduction of Konnech

Konnech, Inc. incorporated in 2002 near East Lansing, Michigan. It is a leading designer of customized solutions in web communications. Initially our company focused on emerging technologies such as VoIP and computer telephony integration. Since 2004 we have partnered with Microsoft to develop extensive integration with common Microsoft programs. PollChief® is one of our product lines, which provides a comprehensive set of election management tools for election locations, poll workers, assets, and help desks. It stands out due to features and functions like the optional (not included in this RFP) poll worker online self-management, integrated Smartphone apps, absentee walk-in application, candidate filing, early voting, and absentee ballot delivery programs designed for four States.

The City of Detroit reported on its official website that in the first year, PollChief® reduced poll worker management time by 50% and payroll processing time by 75%.

Leon County, Florida, reports that PollChief® has reduced elections inventory management time by two thirds (66%).

In the 2010 General Election Konnech's ABVote program for Nevada and Montana had the highest voter completion and was rated by the Federal Voter Assistance Program as providing the fastest and easiest process for voters as well as providing the fullest back end for election administrators from among all the programs for providing ballots for uniformed and overseas voters.

Our focus from the beginning has been to exceed our customers' expectations in both value and quality. Our goal is to equip our customers with technology that will enhance cost-effectiveness and productivity. We are able to customize solutions that fit the exact requirements of the election authority.

Konnech is a Microsoft Silver Certified Partner, a Microsoft Windows 7 phone developer, a Google Android phone developer, and a member of Microsoft Independent Software

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Vendors (ISV), Microsoft Hosting Solution Providers, and Apple iPhone iOS Developer Program.

3.2. Expertise and Experience

Bidders should provide the following items as part of their proposal for consideration:

- A minimum of at least 8 years of demonstrated expertise and experience in elections management software.

In 2004 Konnech began polling surveys for City of Detroit.

In 2007 Konnech developed Detroit's poll worker management module, launched in 2008.

In 2009 Konnech launched the poll location management system for City of Detroit.

In 2010 Konnech created and launched the Election Night Reporting System and Absentee Voter Registration module for City of Detroit; the elections asset management program for the Leon County Florida Supervisor of Elections; and the ABVote online ballot delivery program for uniformed and overseas voters in Nevada, New Jersey, and Montana.

In 2011 Konnech created and launched the poll worker online training and access module, the Early Voting module, and the smart phone election asset management app in Leon County Florida. We developed the election help desk system. Also in 2011 we installed the revamped asset management program in Hillsborough County Florida and in Alachua County Florida. The Alachua County installation was notable because we had to reverse engineer their legacy RFID system so that it could update the asset locations into our system. Konnech developed the iPhone ballot delivery app for UOCAVA voters.

In 2012 Konnech developed and launched a census management program and a candidate filing program in conjunction with an elections management data warehouse for Edmonton Canada. Konnech created a sub-routine for balancing equal political party representation in poll worker staffing as well as an automated call opt-in/opt-out system for poll workers in conjunction with our poll worker management system for Allen County Indiana. Konnech developed and launched pLocator for City of Detroit to deal with the many mis-directed voters whose polling places had changed due to both a huge reduction in the number of polling places simultaneously with redistricting; pLocator was a simple Android e-tablet app which quickly redirected lost voters to their correct polling places before they wasted an hour standing in line at the wrong location. Konnech developed and launched an Absentee Walk-In Application System for City of Detroit.

In 2013 Konnech expects to launch two new election programs.

3.3. Reference information

Reference information for 2 U.S. counties currently using the system.

3.3.1. City of Detroit

Contact: Daniel Baxter, Director of Elections
baxterd@detroitmi.gov

City of Detroit Department of Elections, 2978 West Grand Boulevard, Detroit,
MI 48202

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(313) 876-0222

PollChief® reduced Detroit's poll worker management time by 50%, reduced the payroll time 75%, and reduced the poll worker complaint hotline calls from 315 in 2008 down to one in 2009.

Konnech began conducting mass polling for City of Detroit in 2004.

Konnech created the Poll Worker Management System (PWMS) at the request of the City of Detroit's City Clerk. Like elections departments everywhere, the department's data for 10,000 plus poll workers was sprawled onto a multitude of spreadsheets, Word documents, Access tables, and rolodexes. For the General Election there were nearly 8,000 people to be trained, hired, and paid as poll workers. There were substantial challenges in finding, training, organizing, and paying them.

Konnech designed a web-based program that organized, consolidated, and tracked all poll worker information. We designed Special User Interfaces (UI) for ease of use and management report templates for faster, tighter control. Konnech's communication platform integrated mass email, mass phone call, and mass mail communications with reply survey tracking records. Detroit uses this mass communications capacity to broadcast thousands of calls or emails to remind, canvass, and enroll the poll workers for training, election assignments, and other important items. 100% of poll worker management from recruiting to generating IRS Form 1099 is run by our web based hosting service.

Poll Location Management System (PLMS) was added in 2009. PLMS organizes the City's database of precincts, polling site owners/managers and their potential buildings. The PLMS system distinguishes the best prospective polling sites from 3,000 potential sites, mapping and filtering active, potential, inactive, and special use buildings. Konnech's mass communications functions are tailored into the program.

Konnech's web based Election Night Reporting Program (ERPS) was created for Detroit in 2010.

An Absentee Walk-In Application System (AWAS) was created for Detroit in 2012.

The modules work in concert, so since launching PWMS and PLMS, Detroit (a) has eliminated the instances of trucks or poll workers reporting to the wrong location when a site has changed, and (b) has not generated a single headline of a polling location opening late. Detroit's poll worker management time has been reduced by half. Payroll processing time dropped 75%. The poll worker complaint hotline call volume dropped from 315 in 2007 to one in 2008.

Konnech Proposal (Confidential Proprietary Information)

City of Detroit testimonial letter

City of Detroit
DEPARTMENT OF ELECTIONS

DANIEL A. BAXTER, *Director*

JANICE M. WINFREY, *City Clerk*
Chairperson, Election Commission

GINA C. AVERY, *Deputy Director*

Eugene Yu
PollChief® Division
Konnech Inc.
4211 Okemos Rd
Okemos MI 48864

2978 W. Grand Blvd.
Detroit, Michigan 48202-3069
(313) 876-0190 Fax (313) 876-0053

Dear Eugene:

I want to express our extreme appreciation of the considerable contribution you have made to the City of Detroit Department of Elections. I've collaborated with many technology partners in the past, but have never found one to equal your responsiveness to our specific needs. The unique design and features of PollChief® are so innovative, so different from any other election programs anywhere that City of Detroit Department of Elections has become a showcase for the Office of the City Clerk.

In the year before we instituted PollChief® we received 315 complaints from voters and poll workers; in the first year we used PollChief® in 2009, the complaints were reduced to one.

In the year before we instituted PollChief® we received hundreds of phone calls from poll workers asking for their paychecks; in the first year we used PollChief®, payroll processing time was reduced by 75% and the number of these calls dropped by about 90%.

In the year before we instituted PollChief® we made several thousand phone calls to our poll workers; in the first year we used PollChief®, our calls dropped to only hundreds.

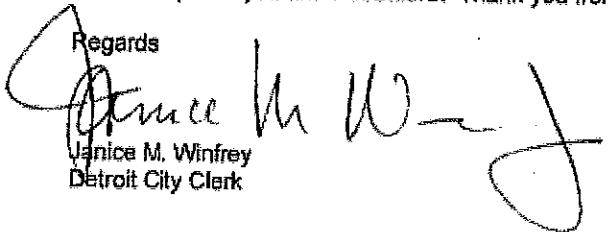
In the year before we instituted PollChief®, mass mailings to poll workers cost thousands of dollars in postage, materials, and labor; in the first year we used PollChief®, our mass mailings dropped over 50%.

In the year before we instituted PollChief®, attendance verification for training classes was a time-consuming, laborious and uncertain process; in the first year we used PollChief®, attendance verification became quick, easy, and irrefutable.

The staff for City of Detroit Department of Elections has been reduced by 33%, yet we have still been able to operate a smoothly functioning election; we thank you and PollChief® for enabling us to cope with those drastic cuts.

There is no question that City of Detroit Department of Elections looks forward to a long, loyal relationship with you and PollChief®. Thank you from us all.

Regards


Janice M. Winfrey
Detroit City Clerk

3.3.2. Leon County, Florida

Contact: Thomas James, Elections Operation Manager
Supervisor of Elections Leon County, PO Box 7357, Tallahassee FL 32314
TJ@leoncountyfl.gov
850-606-8683

PollChief®® reduced inventory management time by two thirds for the Leon County elections department.

Leon County encompasses Tallahassee, the capital city of Florida. Supervisor of Elections Ion Sancho contracted with Konnech in 2009 to build a new election logistics management system using the basic PollChief®® modules.

Leon County's elections logistics processes were replaced en masse by PollChief®®. The PollChief®® data warehouse manages election assets (voting systems, L&A testing, inventory, ballot tracking, drayage), Election Day call center/Help Desk, poll workers, and poll locations. The staff reports that inventory management time has been reduced by two thirds.

In the first half of 2011 Konnech built a new PollChief®® module for Leon County, the Poll Worker Access System (PWAS). PWAS lets the county's poll workers go online to manage and teach themselves, saving many additional hours for the administrative staff and cultivating a better informed work force.

In March 2011 the Supervisor of Elections contracted a sixth module to organize early voting, which is now incorporated into the PollChief®® suite.

3.3.3. Allen County Indiana

Contact: Beth Dlug
Allen County Director of Elections
1 West Superior Street
Fort Wayne, IN 46802
Beth.Dlug@co.allen.in.us
260-449-7547

Konnech created Allen County's poll location, poll worker management, and poll worker online training and access system in 2012 and 2013, so it's just at the earliest stages now.

Allen County's system is notable because, like Jefferson County, they need to balance the representation of political parties in their poll worker assignment to the polls. To accommodate this need, we modified the system so each worker's party affiliation shows on the list of poll workers, and added to user categories—a Republican member

and a Democrat member. These two positions have limited access to the system; they can see the poll workers and assign them, but cannot tinker with locations or payroll.

A second new feature was incorporated because Indiana passed a law that robo-calls could not be made to anyone who had not agreed to receive them in advance. We added the question to the workers' enrollment application, display it in their profile, and also display it in the poll worker listing. When the administrators send out a mass phone call to workers, the phone call will not go through to those who opted out, and an explanation of why the call did not go through appears to the administrator, so she knows which few remaining workers she must telephone individually.

We also adjusted the poll worker staffing process for Allen County, since some polling places need to be staffed differently than others due to size of the voting population in certain precincts.

3.4. Implement in Two Weeks

- Must be able to implement the system and bring it fully online for county use within 2 weeks of signing the contract.

Konnech will install the system within 2 weeks of signing the contract.

We can accomplish this because PollChief® is a standard commercial-off-the-shelf (COTS) system.

The Sharepoint site will be up within two working days of signing of the contract, and the testing site within one week.

Assuming you would like us to import the data to populate the fields, the timing of data import will depend on how speedily your staff can provide us with data samples and database access.

3.5. Project Plan

Must include a project plan for implementation, including resources you will assign to this project (total number, role, title, names of individuals).

3.5.1. Resources

KEY PERSONNEL			
<u>Number</u>	<u>Role</u>	<u>Title</u>	<u>Names</u>
1	Project Manager	President	Eugene Yu
1	Director/Designer/Trainer	Product Manager	Kelly Shettler
1	Designer	Analyst	Jacqui Becker

1	Testing Leader	Technical Writer	Heather Zeng
ADDITIONAL PERSONNEL			
1	Technical Team Leader	Engineer	Yongbo Chen

3.5.2. Key Personnel Resumes

Name:	Eugene Yu	President, Konnech Inc.
Role:	Project Manager	
Qualifications:	Project Management Training, Project Management Institute, Lansing, Michigan 2005 MBA, Operation Management, Wake Forest University 1988 BS, Internal Combustion Design, Zhejiang University, PR China 1982 Non-voting Member of IEEE 1622	
Relevant experience:	One of Konnech founders in 2002. Leads Konnech implementing multimillion-dollar, statewide implementations of intelligence management and analysis systems. Accounting Manage for a hospital for 2 years with extensive experience and leadership to manage a large accounting department. 7 years as Financial Adviser with large financial institutions with Security License of Series 7 and 65. This experience will help the State to create these modules, which will meet the financial reporting and monitoring capacities. 10 years large software project development with majority in Election Industry. High remarks from all of served customers with her excellent communication skills, and industry knowledge. Originator of PollChief® Election Logistics Management Program used in City of Detroit, Michigan; Leon County, Hillsborough County, and Alachua County, Florida; Allen County Indiana; State of Montana FVAP Online Ballot Delivery – 2010 to 2012 New Jersey and Nevada FVAP Online Ballot Delivery – 2010 City of Edmonton Election Logistic and Census Management System – 2011 – 2012 Originator of ABVote, absentee registration and ballot delivery for New Jersey, Nevada, Montana, City of Detroit Originator of Mobile Voter, tested in mock election by City of Detroit under a grant from the Federal Voter Assistance Program Originator of iPetitioner program to automate signature verification on petitions Originator of pLocation program redirecting lost voters in 2012 General	

Konnech Proposal (Confidential Proprietary Information)

	Election
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Name:	Kelly Shettler	Product Manager, Konnech, Inc.
Role:	Director/Trainer	
Reference:	<p>Client: City of Detroit, Dept of Elections, Daniel A. Baxter, Director of Elections, 2978 West Grand Boulevard, Detroit, MI 48202</p> <p>Project: PollChief® Elections Management Data Warehouse—locations, workers, walk-in absentee ballot application system, election results posting</p> <p>Role: Director/Designer/Trainer</p> <p>Contact: Kim Wallace, WallaceK@detroitmi.gov, 313-876-0543,</p>	
Reference:	<p>Client: Supervisor of Elections, Leon County, P. O. Box 7357, Tallahassee FL 32314-7357</p> <p>Project: PollChief® Election Management Suite—locations, workers, early voting, worker online training and access, assets, help desk</p> <p>Role: Director/Designer/Trainer</p> <p>Contact: Thomas James, TJ@leoncountyfl.gov, 850-606-8683</p>	
Reference:	<p>Client: City of Edmonton,</p> <p>Project: Election and Census Election Management Suite – locations, workers, assets, help desk, election results posting, candidate nomination filing, absentee ballots</p> <p>Role: Director/Designer/Trainer</p> <p>Contact: Brad White, 780.496.6324 , Brad.White@edmonton.ca, Office of the City Clerk, 3rd floor, City Hall, 1 Sir Winston Churchill Square, Edmonton, AB T5J 2R7</p>	
Reference:	<p>Client: Supervisor of Elections, Hillsborough County Florida</p> <p>Project: PollChief® Election Management Suite—locations and assets</p> <p>Role: Director/Designer/Trainer</p> <p>Contact: Michele Harris, 819-612-9117, mharris@hcsoe.org, 2514 N Falkenburg Rd, Tampa, FL 33619</p>	
Qualifications:	<p>Bachelor of Arts: Communications, Interpersonal Communication, Michigan State University, East Lansing Michigan</p>	
Relevant experience:	<p>Five Years at Konnech, Inc., as product manager of PollChief® Election Management Suite. Deputy project manager, designer, trainer, and overseer of all PollChief® election logistics installations—Detroit, Leon County, Alachua County, Hillsborough County, St Charles County, Allen County, City of</p>	

Konnech Proposal (Confidential Proprietary Information)

	Edmonton
Name:	Heather Zeng Technical Writer, Konnech, Inc.
Role:	Testing Leader
Reference:	<p>Client: City of Edmonton,</p> <p>Project: Election and Census Election Management Suite – locations, workers, assets, help desk, election results posting, candidate nomination filing, absentee ballots</p> <p>Role: Director/Designer/Trainer</p> <p>Contact: Brad White, 780.496.6324 , Brad.White@edmonton.ca, Office of the City Clerk, 3rd floor, City Hall, 1 Sir Winston Churchill Square, Edmonton, AB T5J 2R7</p>
Reference:	<p>Client: Supervisor of Elections, Hillsborough County Florida</p> <p>Project: PollChief® ® Election Management Suite—assets</p> <p>Role: Director/Designer/Trainer</p> <p>Contact: Michele Harris, 819-612-9117, mharris@hcsoe.org, 2514 N Falkenburg Rd, Tampa, FL 33619</p>
Reference:	<p>Client: Supervisor of Elections, Alachua County Florida</p> <p>Project: PollChief® ® Election Management Suite—locations and assets</p> <p>Role: Testing Leader, Technical Writer</p> <p>Contact: Tim Williams, Director of Operations, 352-384-3044, TWilliams@Alachuacounty.us, 602 SE 9th Place</p> <p>Gainesville, Florida 32601</p>
Qualifications:	<p>.Net programming Certificate, Lansing Community College 2006</p> <p>MS Degree, Computer Aided Design, Department of Agriculture, Huazhong University of Science and Technology, P.R. China</p> <p>BA, Department of Computer Science, Huazhong University of Science and Technology, P.R. China</p>
Relevant experience:	<p>Experience in analyzing, designing, and testing election management products.</p> <p>Acting Project Manager, Lead software tester and assistant designer for City of Edmonton Election and Census Management Suite—candidate nomination filing, election night results posting. special [absentee] system, locations, workers, assets, help desk, pay system -- 2012</p>

Konnech Proposal (Confidential Proprietary Information)

	<p>Lead software tester and assistant designer for election asset and location management systems for Alachua County, Florida, and Hillsborough County Florida—2011-2012</p> <p>Assistant software tester for Leon County, Florida, PollChief® Election Management Suite—locations, workers, worker online access and training, inventory, assets, and help desk—2011.</p> <p>Software engineer for Supersymmetry Services Pte Ltd in Singapore, participating in the development of 3D visualization and analysis software on Silicon graphics workstation, 1992 – 1994</p> <p>Software engineer for Wuhan Architectural Design Institute, Wuhan, Hubei, P.R. China, MicroVAX II installation, and performed the system administration and management in the VMS operating system, Provided training and technical supports to users, Developed application software in data processing, structural analysis and calculation, 1988 -1991</p>
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Name:	Jacquelyn Becker
Role:	Analyst/Designer
ACCOMPLISHMENTS:	<p>Designed and developed logic for the iPetitioner program for Konnech Inc in 2012/2013.</p> <p>Designer and logic developer for ABVoteX program for Konnech Inc in 2012/2013 (not yet launched).</p> <p>Served as an election inspector in the 2012 General Election, observing polling place voting procedures, including observation of disabled voters, accommodations, and failures.</p> <p>During the summer of 2009, Ms. Becker was an intern with the Democratic Central Senate Caucus and provided legislative research as well as policy analyzing for various senators. Following her internship with the Democratic caucus, she went on to volunteer for the 2010 Gubernatorial election on behalf of candidate Virg Bernero.</p> <p>Interned for the lobbyist firm Capitol Strategies Group. Prepared reports, legislative updates, and weekly news briefings for clients.</p> <p>Attended the 2011 Mackinac Island Republican Leadership Conference to campaign on behalf of Dan Horning for University of Michigan Regent Board.</p> <p>Interned with Michigan Senate Majority Leader Randy Richardville (R-Monroe, 17th district.) where she wrote tributes, certificates, and awards to honorees and distinguished leaders. She also attended committee meetings and senate sessions to brief senators on agenda's and legislation.</p>
Education:	B.A., Political Science, Michigan State University

	Minor area of study: Political Theory & Constitutional Democracy
Technical Training	City of East Lansing How to Administer Elections

3.5.3. Management Approach

Konnech is thoroughly versed in the exigencies of planning and creating enterprise projects.

All of our projects involve several key steps. The very first act is to initiate a teleconference with all the stakeholders. In this first teleconference, we

- a. Gather critical information from the client.
- b. Appoint and introduce key personnel from both sides, gather contact information
- c. Schedule weekly teleconferences/webinars.
- d. Because of the urgency of installing this COTS system within two weeks, in this case we'll condense the teleconference schedules and will discuss the data samples and data uploads on this very first call.

In general, our project management approach includes the following phases:

STEP 1: INITIATING THE PROJECT

Every implementation begins with a responsibility on our part to demonstrate that we understand our customers' unique and specific needs, and that we are prepared to deliver. This proposal response is one important step in the process. Should you choose us to be your implementation partner, we will work together to quickly fine-tune our thinking and lay out terms that define what you can expect throughout the process. Because of the two-week implementation schedule, all these needs should be discussed in the very first teleconference.

STEP 2: PLANNING THE PROJECT

Next, we turn to formalizing a project-specific work plan. In every work plan, we detail how we will execute logistics, training, testing and support. We also propose a communications structure, and recommendations for keeping the lines of communication open and clear. Importantly, in every work plan we lay out clear responsibility for every task. Once Konnech gains approval of the formal work plan, we hold a critical kick-off meeting with all key implementation personnel to review the details and solidify our partnership going forward.

STEP 3: EXECUTING THE PROJECT

The best laid plans can fail if you don't follow through with precision. From the moment Konnech begins an implementation, our project management team is keeping an eye on the details - and methodically carrying out the formal work plan.

STEP 4: MONITORING AND CONTROLLING THE PROJECT

Konnech uses leading-edge project management software solutions and industry best practices to keep a new system implementation on track, and manage change

along the way. We can customize reports at any time during an implementation to demonstrate our progress, or pinpoint any issues that need to be addressed. It is this reliable and detailed tracking mechanism that mitigates risk ... and that forms the basis of reporting/communication with our customer.

STEP 5: CLOSING THE PROJECT

After a successful implementation, Konnech works closely with our customer to review all of the up-front commitments we made, and ensure each of them has been fulfilled. We also transition ongoing service and support from our project management team to support personnel. At Konnech we see a new implementation as a first-step in an important, and long-term partnership with our customer.

Preliminary Project Schedule

DAY	TASK
1	Hold teleconference with Jefferson County stakeholders
2	Build Sharepoint
2	Receive data samples—fields for MCVR, poll workers, street index, precinct profiles, buildings, inventory, controlled assets, payroll format; Jefferson County upload records to FTP (File Transfer Point) site
2	Post testing site shell—combined St Charles & Allen County model for workers and locations, Leon County model for assets-
3	Tailor testing site from data samples
4	Webinar Teleconference with Jefferson County. Gather input.
5 – 7	Adjustments to site within COTS parameters
8	Post actual site
8	Webinar Teleconference with Jefferson County
9	Webinar first training session
10	Launch actual site
10	Schedule live onsite training

Because of this near-instant launch schedule, there will be very little customization in this initial COTS site. Over the course of the first year, we anticipate making some adjustments to best suit the needs of Jefferson County.

3.5.4. On-Site Training And Implementation Services

Must be able to provide on-site training and implementation services.

Konnech will schedule onsite training and implementation service, and will also provide one-to-one webinar training following the onsite training.

4. Cost Proposal

Includes onsite training and onsite first election

Initial Set up	1 st Year	Annual Renewal
Complete System described in the RFP-- Includes onsite training and onsite first election	\$110,000	\$19,440/year

Additional Options:

Initial Set up Cost	1 st Year	Annual Renewal
Additional 2-day onsite visits	\$1000	N/A
Poll Worker Online Training and Access System	\$10,800	\$1,944
Poll Help Desk	\$10,800	\$1,944
iPetitioner System	\$10,800	\$1,944
Candidate Nomination/Filing System	\$10,800	\$1,944

**Includes:

- Hosting
- Remote backup of customer data
- Annual software releases with system upgrade(s)
- Help desk support
- “Bug” fixes
- Add/Change consultation
- 50,000 voice calls/year from Konnech communication server if hosted by Konnech* (mass/robo-calls) (Additional phone calls available for \$1000 per 10,000)

*** Special Optional Fees:

Training (above initial 50 hours free webinar training)	\$1,575/day
Custom Development (outside parameters of this RFP and Response	\$150/hour
Data Migration (above initial 50 hours free data migration)	\$150/hour



**JEFFERSON COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
729 MAPLE ST / PO BOX 100
HILLSBORO MO 63050
WWW.JEFFCOMO.ORG**

**Request for Proposal: ELECTION MANAGEMENT
SOFTWARE 2013**

Date Issued: 3-5-13

PROPOSALS SHALL BE ACCEPTED UNTIL: TUESDAY, APRIL 2, 2013, AT 2:00 P.M. LOCAL TIME.

**Specification
Contact:**
JEANNIE GOFF
Department of the County Clerk
636-797-5483

**Contract
Contact:**
VICKIE PRATT
Department of Administrative Services
636-797-5382

**Mail (3) Three
Complete Copies
With Vendor And
Proposal
Information As
Shown In Sample:**

**Contract Term:
upon approval by
the County Council
and County
Executive**

**Vendor
Information:**

SAMPLE ENVELOPE

<i>VENDOR NAME</i>	
<i>VENDOR ADDRESS</i>	
<i>CONTACT NUMBER</i>	DEPARTMENT OF THE COUNTY CLERK
	JEFFERSON COUNTY MISSOURI
	729 MAPLE ST / PO BOX 100
	HILLSBORO MO 63050-0100
SEALED PROPOSAL: (PROPOSAL NAME)	

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for one additional one-year term with the written consent of the successful bidder. Price increases for renewals are not authorized unless approved in writing by the County.

InTech Software Solutions Michael P Snuffer
Company Name Inc. Authorized Agent (Print)

12240 51st Avenue N. Michael P Snuffer
Address Signature

Plymouth, MN 55442 CEO
City/State/Zip Code Title

(612) 387-6121 3/22/13 41-1823254
Telephone # Date Tax ID #

michael.snuffer@moduselections.com
E-mail Fax #

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PROPOSAL REQUIREMENTS

A. PROPOSAL SUBMISSION:

Submit proposal form in triplicate (three copies) with specification pages, if applicable. No facsimile or electronic proposals shall be accepted and shall be rejected. A fully executed Affidavit is required by Section 285.530 RSMo and shall be submitted with the proposal form. A copy of the Affidavit is attached hereto. Failure to execute the Affidavit shall result in the proposal being rejected. Vendor shall comply with the requirements of Sections 285.525 to 285.555 of the Revised Statutes of the State of Missouri. If any part of the work is subcontracted, each subcontractor shall comply with the same requirements of this specification. No contractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. Vendor and any of its subcontractors, shall, by sworn affidavit and provision of documentation, affirm their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Vendor and its subcontractors shall also sign an affidavit affirming that they do not knowingly employ any person who is an unauthorized alien.

Prevailing Wage

Vendor and its subcontractors shall pay not less than the prevailing hourly rates of wages, as determined by the Labor and Industrial Relations Commission of Missouri. Vendor shall abide by the most current Annual Wage Order published by the Missouri Department of Labor and Industrial Relations or other similar resources and publications.

B. BASIS OF PROPOSAL AWARD:

Award may be made on an item-by-item basis to the lowest and best proposals or award may be made to the lowest and best proposal total, whichever is in the best interest of the County. County may reject any or all proposals for any reason and may waive any informality. Proposals submitted from a Missouri State Contract shall include a copy of the State Contract with the proposal.

It is further agreed that the Contract shall not be valid and binding upon the County until approved by the County Counselor, as to legal form and is subject to the Ordinances, Resolutions and Orders of Jefferson County, Missouri, and State and Federal Law. If no proposal or proposals have been awarded by the County Council within forty-five (45) days following the opening of the proposal then all proposals will be deemed rejected.

C. PROPOSAL PREPARATION:

1. Vendors are responsible for examination of drawings, specifications, schedules and instructions.
2. Each Vendor shall furnish the information required by the invitation. The vendor shall sign all required documents. All deletions and erasures shall be initialed
3. Alternate proposals for supplies or services other than specified shall not be considered unless authorized by invitation.
4. Vendor shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the Request for Proposal.
5. When specified, samples must be timely submitted and at no expense to the County.
6. Failure to adhere to all requirements may result in the response being disqualified as non-responsive.

D. MODIFICATION OR WITHDRAWAL OF PROPOSALS:

Proposals may be modified or withdrawn prior to the exact hour and date specified for receipt of proposals, provided the modification or withdrawal is in writing and is delivered in the same manner as a proposal submission.

E. LATE PROPOSALS:

It is the responsibility of the vendor to deliver his proposal or proposal modification on or before the date and time of the proposal closing to the Department of the County Clerk of Jefferson County. Proposals received late will be rejected and returned unopened to the vendor.

F. PROPOSAL DEPOSITS:

Proposal Deposits are not required unless specified in the Specifications.

G. MATERIAL AVAILABILITY:

Vendors must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of proposal and delivery time. It is the responsibility of the vendor to notify the County immediately if the materials specified are discontinued, replaced, or not available for an extended period of time. All materials ordered by the County, shall be as needed. A sample of materials may be requested.

H. ALTERNATE PROPOSALS:

Where required, vendors must submit complete specifications on all alternate proposals with the proposal form. Alternate proposals without complete specifications may be rejected. Alternate proposals and exceptions to proposal clauses must be

clearly noted on the proposal form. The County may accept or reject alternate proposals; whatever is most advantageous to the County.

I. INCORPORATION OF DOCUMENTS:

The terms of the proposal invitation, proposal specifications, proposal form are incorporated into the contract as if fully setout therein.

J. ADDENDA:

Addenda to proposal specifications are incorporated by reference as if fully setout herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and completed all attached addenda's prior to submission of proposal forms. Verification is made by contacting the Department of Administrative Services or by reviewing the County Web Site. (www.jeffcomo.org).

K. INSURANCE:

The Vendor/Contractor shall purchase and maintain insurance with an insurance company licensed to do business in the State of Missouri or in the state where the vendor is incorporated or otherwise licensed to do business and which shall remain, at all times during the term of any contract with the County, in full force and effect. Preference will be given to a Vendor/Contractor who provides insurance with an insurance company licensed to do business in the State of Missouri, but in any event said Vendor/Contractor shall provide said insurance at it's own expense. Such insurance shall be provided as will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor's execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contract is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its' forces as enumerated above. All policies must name the County as an additional insured and provide for thirty (30) days written prior to any material changes or cancellation. Any disputes regarding a breach, insurance amounts, liability, coverage, lapse or otherwise shall be litigated in the Circuit Court of Jefferson County, Missouri and the same shall be incorporated into any Contract agreed to by the parties.

THE COUNTY REQUIRES **ORIGINAL** CERTIFICATES OF INSURANCE **BEFORE** THE CONTRACT IS AWARDED. ANY LAPSE IN INSURANCE COVERAGE OR CANCELLATION THEREOF BY THE CONTRACTOR OR SUB-CONTRACTORS DURING THE TERMS OF THE CONTRACT SHALL IMMEDIATELY BE DEEMED A MATERIAL BREACH UNDER THE TERMS OF ANY CONTRACT.

A. (X) Required () Not Required Comprehensive General Liability Insurance

The Vendor/Contractor shall maintain and keep in full force and effect during the terms of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

B. (X) Required () Not Required Professional Liability Insurance

The Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against any and all claims, which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00. Should any work be subcontracted, these limits will also apply.

**C. (X) Required () Not Required Worker's Compensation Insurance:
per Missouri Revised Statutes Chapter 287**

The Vendor/Contractor or his sub-contractor or contractors, shall maintain and keep in force of this Contract such worker's compensation insurance limits as required by the statutes of the State of Missouri and Employer's Liability with limits no less than \$500,000.00.

L. PROPOSAL OPENINGS:

Proposals will be publicly opened and read aloud at the time indicated on page 1. The vendors and the public are invited but not required to attend the formal opening of the proposals. No decisions relating to the award of a contract or agreement will be made at the opening.

M. PROPOSAL TABULATIONS:

Proposal Tabulations will be available 5 to 7 business days following the proposal opening. Proposal submissions are open for public review at the time of the proposal opening. Proposal tabulations are posted on the County's web-site address, www.jeffcomo.org, under the services tab, Invitation for Bid/Request for Proposal link. **NO COPIES** of proposal tabulations are sent to vendors.

PROPOSAL FORM AND CONTRACT

A. PROPOSAL REPRESENTATIONS:

The vendor, by executing the proposal form certifies that:

1. The proposal complies with Request for Proposal, Form and Proposal Specifications.
2. The vendor is not debarred or suspended from participation in Federal Assistance programs.

B. TAXES:

No bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property taxes to Jefferson County. The prospective bidder may be required to provide proof in the form of an original paid tax receipt issued by the Jefferson County Collector or a verified affidavit stating that the applicant does not own any real or personal property in Jefferson County.

Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.

C. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

1. The prices in the proposal shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Vendor or other person.
2. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the Vendor prior to opening; or
3. No attempt has been made or will be made by the vendor to induce any other person or firm to submit or not to submit a proposal.

D. PRICE:

The price(s) specified in this proposal shall be firm and not subject to contingency or reservation. The vendor represents prices specified in the proposal do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the vendor's most favored customer. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly. **Proposal prices are ALL INCLUSIVE: (Shipping, Handling, Delivery, and Assembly to locations specified by the County). Prices shall be firm for ALL County departments and locations for term of the agreement.**

E. MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:

Vendor represents that the goods provided comply with Sections 34.350 to 34.359, RSMo, known as the Domestic Product Procurement Act. The act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and Jefferson County, Missouri. Vendor shall include proof of compliance with the Act with the proposal.

F. NON-EXCLUSIVE AGREEMENT:

The contractor shall understand and agree that the contract shall not be construed as an exclusive agreement and further agrees that the County may secure identical and/or similar services or products from other sources at anytime in conjunction with or in replacement of the contractor's services.

G. DEFINITIONS:

1. The term "County" means the Jefferson County, Missouri and its designated representatives.
2. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.
3. The term "RFP" means Request for Proposal.
4. The term "Agreement/Contract" means Binding Agreement, Contract, Request for Purchase, Order.

H. INSPECTION, ACCEPTANCE AND APPROVALS:



Goods shall at all times and places, including the period of manufacture, are subject to inspection and test by County. County will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive any warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior inspections or approvals. County may require prompt replacement or correction of rejected goods at Supplier's expense, including a reduction in price for rejected goods. Supplier shall not resubmit rejected goods to County without prior written approval and instructions from County. In addition, Supplier shall identify resubmitted goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to County.

I. WARRANTY:

Unless otherwise agreed to in writing by the parties, Supplier warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by County, or, if not ordered to specifications will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to County and its assigns. Except for latent defects, the County shall give notice of any nonconformity to the Supplier within one (1) year after acceptance. County may return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at Supplier's expense. Return to Supplier of any defective or non-conforming goods and delivery to County of any corrected or replaced goods shall be at Supplier's expense. Defective or non-conforming items shall not be corrected or replaced without written authorization by County. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance and Approvals" in the same manner and to the same extent as goods originally delivered under this contract.

J. PAYMENT:

County will pay Supplier for goods upon delivery to, submission of certified invoices and acceptance. The County will not be responsible for articles or services furnished without a purchase order. Price is tax-exempt.

K. CHANGE ORDER:

County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule or both, and any change order shall be in writing. Any claim by a Supplier for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the change, provided, however, County, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.

L. DELIVERIES:

Deliveries shall be made in strict accordance with any delivery schedule contained in the proposal specification or contract and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the "termination" clause. Deliveries are to be made at locations specified by the County at time of Order.

M. RESPONSIBILITY FOR SUPPLIES:

Pursuant to Section 290.560 RSMo, Supplier/Contractor shall employ only Missouri laborers and laborers from nonrestrictive states except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the County. Except as otherwise provided, Supplier shall be responsible and bear all risks for loss and damage to goods until delivery at County's facilities, regardless of F.O.B. point, point of inspection or acceptance; and if the goods are rejected.

N. SUBCONTRACTS:

Supplier shall not enter into any subcontract(s) in excess of \$25,000 or 20% of this contract price; whichever is less, for any goods without County's prior written approval.

O. CHOICE OF LAW:

This proposal and contract shall be governed and interpreted according to the laws of the State of Missouri. Venue for any court action shall be in Jefferson County, Missouri.

P. TERMINATION:

1. General: Performance of work may be terminated by the County in whole, or from time to time in part, whenever County shall determine that such termination is in the best interests of County. Termination shall be affected by delivery to Supplier of a Notice of Termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. If such notice does not state termination is pursuant to subparagraph 2, 3, or 4 of this paragraph, County shall have the right to so indicate within thirty (30) days. If no notice is delivered within the thirty (30) day period, or such longer periods as is mutually agreed to by the parties, the original Notice of Termination shall be deemed to be issued pursuant to subparagraph 1 of this paragraph.

2. **Bankruptcy or Insolvency:** In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, County shall be entitled to terminate without further cost or liability.
3. **Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County.** All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.
4. **Default:** County may terminate the whole Contract or any part in either of the following circumstances:
 - a. If supplier fails to deliver the items required by the contract within the time specified; or
 - b. If supplier fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after notice from County specifying such failure. In the event of termination under subparagraph 1, County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of County provided in subparagraph 1 shall be in addition to any other rights provided by law or the contract.
 - c. In the event of the Supplier's non-compliance with the provisions as set forth. This Contract may be cancelled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

Q. NOTICE AND SERVICE THEREOF:

Any notice from the County shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the Supplier, at the address stated on the proposal form.

R. CONTRACT TERM:

Performance shall be governed solely by the terms and conditions as set forth in the Request for Proposal, Proposal Specifications, Proposal Form and the Contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the County for any goods furnished.

S. COMPLIANCE WITH APPLICABLE LAWS:

Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other Governmental authority or agency in the manufacture or sale of the goods, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended.

T. ACTS OF GOD:

No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

U. SELLER'S INVOICES:

Invoices shall contain the following information. Contract number (if any), Purchase Order Number, Item number, contract description of goods or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the County Accounts Payable Clerk.

V. APPROVAL:

It is agreed the acceptance of a proposal shall not be valid and binding upon the County until approved by the County Purchasing Agent, County Council and County Counselor.

W. INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:

Indicate: Individual: Partnership: Corporation.

Incorporated in the State of Minnesota.

X. LITIGATION:

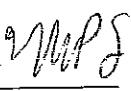
This agreement shall be interpreted under the laws of the State of Missouri. Any disagreements, questions, controversies, litigation or other causes of action whatsoever arising from or under the terms of this agreement shall be resolved in the trial courts of 23rd Judicial Circuit Court of the State of Missouri-Hillsboro, Missouri.

Y. LANGUAGE: Bids and all related documents will only be accepted in the English Language.

THE INVITATION FOR BID / REQUEST FOR PROPOSAL NOTICES ARE POSTED ON THE JEFFERSON COUNTY, MISSOURI WEBSITE AT WWW.JEFFCOMO.ORG LOCATED UNDER THE SERVICES TAB, INVITATION FOR BID / REQUEST FOR PROPOSAL LINK.

**SPECIFICATION
CONTACT**

JEANNIE GOFF – COUNTY CLERK - 636 797 5483

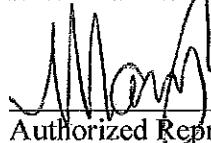


AFFIDAVIT OF WORK AUTHORIZATION

The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Mary Snuffer (Name of Business Entity Authorized Representative) as Secretary (Position/Title) first being duly sworn on my oath, affirm InTech Software Solutions, Inc (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to Election Management Software 2013 (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor, if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that InTech Software Solutions, Inc (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to Election Management Software 2013 (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)



Authorized Representative's Signature

Mary JSnuffer

Printed Name

Secretary

Title

3/22/2013

Date

Subscribed and sworn to before me this 22nd of March 2013. I am

(DAY)

(MONTH, YEAR)

commissioned as a notary public within the County of Hennepin, State of

(NAME OF COUNTY)

Minnesota, and my commission expires on 1/31/14.

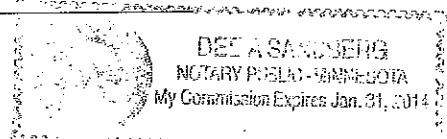
(DATE)

Dee A Sandberg

Signature of Notary

Date

3/22/13



AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that InTech Software Solutions Inc. (Business Entity Name) MEETS the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

Mary J Snuffer

Authorized Business Entity
Representative's Name
(Please Print)

Mary J

Authorized Business Entity
Representative's Signature

InTech Software Solutions
Business Entity Name Inc.

3/22/2013
Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

- Enroll and participate in the E-Verify federal work authorization program (Website: <http://www.dhs.gov/e-verify>;
Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's, or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 43 CFR Part 12, Section 12.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). For further assistance in obtaining a copy of the regulations, contact the U.S. Department of the Interior, Acquisition and Assistance Division, Office of Acquisition and Property Management, 18th and C Streets, NW, Washington, D.C. 20240.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)

(1) The prospective participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Michael P Snuffer - CEO

Name and Title of Authorized Representative

Michael P Snuffer
Signature

3/22/13
Date

Instructions for Certification

1. By signing and submitting this proposal, the prospective participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal” and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage Sections of rules implementing Executive Order 12549.
5. The prospective participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion”, without modification, in all covered transactions and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency.

1. SUMMARY AND BACKGROUND

The Department of the County Clerk / Election Authority of Jefferson County, Missouri is currently accepting proposals for an elections logistics and operations management system. The existing county systems for managing an election include many internally developed tools and business processes. While these processes have been extremely effective in running elections with integrity, the county is currently looking for ways to improve efficiency through technology.

The purpose of this Request for Proposal (RFP) is to solicit proposals from various candidate organizations, conduct a fair and extensive evaluation based on criteria listed herein, and select the candidate who best fulfills the business needs of Jefferson County, Missouri.

The county seat and administrative offices of Jefferson County, Missouri are located in the City of Hillsboro. The county has a population of 219,480 and approximately 144,660 registered voters. Elections are administered by the Department of the County Clerk / Election Authority.

Description of Deliverable

Jefferson County, Missouri is seeking a provider with an existing, out-of-the-box solution that utilizes the latest web-based technology. The solution must be user friendly and intuitive. It is important that the system will provide significant, demonstrated savings of staff time and effort conducting the work that is necessary to administer elections.

The county is looking for a hosted, SaaS (Software as a Service) solution. The system must be secured with industry best-practice security technologies, and accessible from any location with an encrypted internet connection. The system design and layout should be simple for users to learn and implement. It also should allow significant ongoing user configuration. Comprehensive user documentation and an ongoing support plan are also considered important aspects of the deliverable.

As improvements and upgrades are made to the system by the vendor, these improvements must be seamlessly provided and delivered to the county without business interruption. Submission must include fee structure for any customizations to system requested by and for Jefferson County.

Vendor must be able to provide on-site training. This will include availability for on-site training and support for the two day prior to and two days following the first election in which the system has been utilized.

2. PROPOSAL GUIDELINES

This Request for Proposal represents the requirements for an open and competitive process. All costs included in proposals must include any and all deliverables, ongoing support, or estimated on-site services.

3. SYSTEM REQUIREMENTS

The following requirements and criteria must be met in order to be a finalist for consideration:

- Intuitive and user friendly interface that requires minimal formal training.
- Consistency of design elements across all interfaces within the system.
- Assignment of election judges and ability to track assignments throughout the election cycle.
- A detailed report of judge assignments by precinct, including party and contact information for each judge.

- Ability to send communications to election judges.
- A letter that can be sent to each election judge that details their specific assignments for the election cycle, any assigned training, absentee ballot applications, and any other specific instructions.
- A report to ensure adequate poll worker coverage and party balance at each polling place.
- Create and manage training classes.
- Easily assign election judges to class rosters.
- A Report that lists all judges who have missed training classes, including each training class that was not attended.
- Payroll processing for election judges, including the ability to track any and all hours worked during the election cycle, as well as training, mileage, and expense reimbursements.
- A single, simple data entry interface for all payroll items.
- Must generate time reporting and expense reimbursement forms—including assigned judges—for each polling place.
- Group payroll items into multiple payment batches.
- Management reporting of aggregate payroll numbers with filtering by activity, election, training type, and/or assignment types.
- A letter that can be sent to each judge that details all work completed within an election cycle and the payroll amount for each item.
- Reminder letters that can be sent to election judges regarding upcoming assignments or training classes.
- Ability to send all letters via email or post, including label generation. The preferred communication channel (email or post) must be configurable for each recipient.
- Ensure that communications are not inadvertently sent multiple times to the same recipient.
- A report and export of all election payroll data that can be uploaded to a third-party payroll system via Excel or CSV file formats.
- Formal agreements with polling places including language that may be modified by the Jefferson County legal department. Agreements must include a section for polling place staff to review and provide up-to-date facility and contact information.
- Letter to remind each polling place of the use of their facility in an imminent upcoming election, including pertinent information for polling place staff.
- Printable lists of polling places, including detailed contact and election-day coordination information.
- Manage the optional payment of invoices for the election use of polling place facilities.
- Ability to manage voting equipment, including a detailed log and audit trail of all equipment maintenance, testing, usage, and any other event.
- Ability to assign voting equipment to a specific polling place for election-day usage.
- Ability to create and manage delivery routes to polling places, including detailed packing and equipment lists.
- Ability to generate official election notices and send these notices directly to the publishing periodical(s).
- Ability to generate official certificates of completion for the internal and public testing of election equipment.
- All election parameters must be configurable and maintainable by Jefferson County. This includes jurisdictions, districts, precincts, and offices.
- Creation of new election cycles must auto-generate election parameters, automatically adding any applicable offices to the election.
- Must be able to configure and track ballot questions.
- System-generated communications must be configurable by Jefferson County on demand within the user interfaces.
- Use industry best-practice security measures and technologies.

- Allow each of the user's access to be individually restricted and granted by system function. All rights must be configurable by the Jefferson County Clerk's office.
- Pricing must include any and all users (including temporary employees) within Jefferson County, with access to the system managed by the Jefferson County Clerk's office.
- A Single, integrated database that eliminates duplicate data entry across features and functions of the system.
- New releases of the product must be included in licensing fees. New releases must be regularly and seamlessly implemented within Jefferson County.
- New features that are designed to benefit other jurisdictions must be included in the product without additional fees or costs to Jefferson County.

4. REQUEST FOR PROPOSAL AND PROJECT TIMELINE

Request for Proposal Timeline:

Evaluation of proposals will be conducted from April 3, 2013, until April 10, 2013. If additional information or discussions are needed with any respondent during this window, the respondent(s) will be notified.

The selection decision for the winning bidder will be made no later than April 10, 2013.

Upon notification, the county will move forward with the contract and implementation planning immediately. Final contract signing will be completed upon approval of the County.

Implementation Timeline:

System implementation phase must be upon approval of the county, and system must be installed and functioning within two weeks. On-site training will also be provided as part of the implementation.

5. BIDDER QUALIFICATIONS

Bidders should provide the following items as part of their proposal for consideration:

- A minimum of at least 8 years of demonstrated expertise and experience in elections management software.
- Reference information for 2 U.S. counties currently using the system.
- Must be able to implement the system and bring it fully online for county use within 2 weeks of signing the contract.
- Must include a project plan for implementation, including resources you will assign to this project (total number, role, title, names of individuals).
- Must be able to provide on-site training and implementation services.

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this _____ day of _____ 2013:

InTech Software Solutions, Inc. County of Jefferson, State of Missouri
Company Name

Michael P Snuffer

Signature

Michael P Snuffer

Print

Kenneth B. Waller County Executive

Company Address: _____

12240 51st Ave N
Plymouth, MN 55442

Phone: (612) 387-6121

I hereby certify under section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

County Auditor

APPROVED AS TO FORM

County Counselor

SECTION 2: Proposal, Modus Elections Manager

Modus Elections Manager

The system will provide the Jefferson County Clerk's office with a centralized and integrated system designed to save significant time in planning for and administering an election. It has been designed by elections officials to focus on the most significant issues facing election officials. With a central repository for all election data, it is able to manage polling place agreements, facilitate judge assignments, communication, and training, keep a chain of custody for election equipment and delivery, and provide a wide range of reporting capabilities. The Modus Elections Manager is being proposed to Jefferson County, Missouri (hereinafter referred to as "County") for managing any and all upcoming elections.

System Benefits and Capabilities

With the following key benefits, the Modus Elections Manager is designed to save significant time and money in the tasks that are necessary to coordinate an election.

- ✓ Coordinate Judge Assignments and Training
- ✓ Communication with Judges and Polling Places
- ✓ Automate Judge Payroll
- ✓ Single Unified Database
- ✓ Business Knowledge Tool for Succession Plan
- ✓ Polling Place Logistics
- ✓ Election Equipment Setup and Delivery
- ✓ Eliminate Data Entry Redundancy
- ✓ Significant Time and Cost Savings

InTech Software Solutions, Inc. Background Information

The Modus Elections Manager is a product of InTech Software Solutions, Inc., a corporation based in Plymouth, Minnesota. InTech has been successfully designing and implementing technology solutions to solve business and government needs since 1995. The company's business experts and technologists have been building multi-tier enterprise systems for its diverse set of clients, including: state and local government, small businesses and fortune 500 companies.

InTech Software Solutions has developed a prominent expertise directly in the elections management arena over the past 9 years, consulting and developing enterprise business management systems for local government agencies in Minnesota. The InTech team has been providing business expertise and technical leadership in the elections arena, and has a proven track record in partnering with its clients to successfully deliver cost-saving solutions.

System Overview and Capabilities

The Modus Elections Manager software system is an existing, out-of-the-box solution that utilizes the latest technology. The system is web-based and designed to be user-friendly and intuitive. System functions are simple for users to learn and implement. The Modus Elections Manager is highly configurable and can be easily configured by County users and staff. Advanced configuration features are secured with access rights set on a per-user basis.

Modus Elections Manager is a hosted, SaaS (Software as a Service) solution that is designed to nearly eliminate the need for on-site IT infrastructure or technical support staff. The system has been carefully secured with industry best-practice security technologies. Because it is web-based, it may be accessed with the appropriate security credentials from any location with an encrypted internet

connection. The system is delivered with comprehensive user documentation. A support level agreement is also provided with this proposal.

Because the Modus Elections Manager system is online and delivered via the web, as improvements and upgrades are made to the system, these improvements are seamlessly included in the product and available to the County without business interruption at no additional cost. This means that useful system enhancements requested by other counties and jurisdictions will often be included in the system at no additional cost to the County.

Response to System Requirements

The following responses indicate whether Modus Elections Manager meets the requirements contained within the RFP and how the system has been designed to meet these requirements. Specific examples of proprietary reports and/or screen designs may be demonstrated upon request.

Intuitive and user-friendly interface that requires minimal formal training.

The Modus Elections Manager functions are clearly organized and easily navigated through a single, simple menu. We typically offer two 3 to 4 hour training sessions primarily designed to ensure that our users are comfortable with the interfaces and are aware of the time-saving features available in the system.

Consistency of design elements across all interfaces within the system.

The Modus Elections Manager's interfaces have been consistently designed with similar interfaces across all major functions of the system. Though our support staff is available to help with specific technical questions, our users find the system easy to learn and understand.

Assignment of election judges and ability to track assignments throughout the election cycle.

Election judges can easily be assigned to each election by role and precinct. Judges can then be tracked throughout the election cycle.

A detailed report of judge assignments by precinct, including party and contact information for each judge.

The Modus Elections Manager includes 4 separate reports of judges by precinct with party and contact information. Each report is designed for a specific purpose and a different audience within the election management staff.

Ability to send communications to election judges.

All judge communications may be printed and sent via post or electronically via email.

A letter that can be sent to each election judge that details their specific assignments for the election cycle, any assigned training, absentee ballot applications, and any other specific instructions.

The Modus Elections Manager includes a letter that may be sent to each judge. This highly configurable letter may be modified by County staff to include any and all information about the election cycle as it relates to the primary and/or the general elections. This letter includes assignments, scheduled training, and instructions for absentee ballot applications (as needed). The

letter is designed to be a single source of information regarding the entire election cycle for election judges.

A report to ensure adequate poll worker coverage and party balance at each polling place.

The Modus Elections Manager generates a report for each polling place that lists the number of workers, by party association. This report can be used to ensure party balance and adequate staffing at each polling location.

Create and manage training classes.

The Modus Elections Manager has a rich set of features to manage judge training. Training classes can be quickly set up by judge training coordinator(s). Each class may then be opened only to the judge roles for which the training applies. For example, a training class named "Head Judge Training" could be created and scheduled. This class would be open only to judges assigned to the role of "Head Judge".

Easily assign election judges to class rosters.

For each class, judges may be added to the roster. This can be done immediately as the judges are being assigned to polling places, or judges may be directly added within the roster interface. The system will keep track of the number of judges in each class and will not allow a class to be over-booked.

A report that lists all judges who have missed training classes, including each training class that was not attended.

The Modus Elections Manager provides a report of all judges who have not attended training. If a judge misses multiple training classes within a training session, report will include all missed trainings. Once a judge attends a training class, the judge is from this report.

Payroll processing for election judges, including the ability to track any and all hours worked during the election cycle, as well as training, mileage, and expense reimbursements.

The Modus Elections Manager is designed to automate the calculation of payroll based on trainings attended or assignments competed. In addition, the system will track and calculate payments for mileage or other reimbursable expenses.

A single, simple data entry interface for all payroll items.

The Modus Elections Manager has been designed to simplify data entry for payroll. In many cases, very little data entry is required. When data entry is necessary, this is accomplished in a simple data entry screen. In most cases payroll items are pre-generated, and it is only necessary to enter the hours. All other items are then auto-calculated and added to each judge's total payroll.

Must generate time reporting and expense reimbursement forms—including assigned judges—for each polling place.

For each polling place, the Modus Elections Manager will generate a form for time reporting and expense reporting. All judge information is included in the form. Judges only need to enter their hours and sign the form. This form can then be used by staff to ensure that payroll items are entered correctly or to complete data entry when necessary.

Group payroll items into multiple payment batches.

The Modus Elections Manager allows users to create multiple payroll batches and include each item in a specific payroll batch. This feature allows payroll to be generated and sent to election judges even if there are a few outstanding payroll issues. For example, if there are a few judges who have not yet submitted their form W-4, the payroll items for these few judges can be delayed to a subsequent payroll batch while all other payroll is processed and paid out.

Management reporting of aggregate payroll numbers with filtering by activity, election, training type, and/or assignment types.

The Modus Elections Manager will report aggregate payroll totals for an entire election cycle. These totals can be reported for specific activities, elections, training types, assignment types, etc. This information can be used for election planning and/or management reporting.

A letter that can be sent to each judge that details all work completed within an election cycle and the payroll amount for each item.

The Modus Elections Manager will generate a letter for each judge that includes the details for each paycheck they have received. This letter will itemize training, work complete, and reimbursement items with a total for each paycheck sent to the judge.

Reminder letters that can be sent to election judges regarding upcoming assignments or training classes.

The Modus Elections Manager will create a reminder to each judge who is schedule to attend an upcoming training. Each letter may be mailed or emailed to judges.

Ability to send all letters via email or post, including label generation. The preferred communication channel (email or post) must be configurable for each recipient.

Each judge may be configured as to her or his preferred method of communication. Each letter may be sent by postal service or by email. For any letter printed and mailed via postal service, the system will also generate accompanying labels for envelopes.

Ensure that communications are not inadvertently sent multiple times to the same recipient.

The Modus Elections Manager will track which letters have been sent to judges or polling places via email or post. This is to ensure that the same letter is not sent to the same recipient multiple times. The system does have an "override" function that will allow a particular letter to be re-sent but is designed to ensure that this is not done inadvertently.

A report and export of all election payroll data that can be uploaded to a third-party payroll system via Excel or CSV file formats.

The Modus Elections Manager includes a report of all election data, ready for a third-party payroll processing system. This report includes the vendor number or employee ID for each judge and any accounting numbers or information associated with each line item.

The report can be exported to an Excel Spreadsheet (.XLS) or comma separated value text format (.CSV) for import into third-party accounting systems.

Formal agreements with polling places including language that may be modified by the Jefferson County legal department. Agreements must include a section for polling place staff to review and provide up-to-date facility and contact information.

The Modus Elections Manager will generate an agreement letter for each polling place. This letter may include any formal legal contract language, as defined by the County and/or its legal department. The Agreement Letter also includes a section with polling place administration data that can be reviewed and brought up-to-date by the polling place on-site staff.

The polling place agreement is designed to be completed, signed, and returned by the polling place. This will provide both a formal legal agreement between the County and the polling place and also allow the elections staff to keep polling place records and contact information up to date.

Letter to remind each polling place of the use of their facility in an imminent upcoming election, including pertinent information for polling place staff.

The Modus Elections Manager will generate a letter reminding polling place staff about an upcoming election. This letter includes general information for all polling places. It also notifies the polling place of their specific responsibilities. The letter includes specific information about the polling place and how it will be utilized for the election.

Printable lists of polling places, including detailed contact and election-day coordination information.

The Modus Elections Manager will generate a report that lists all polling places, including polling place location, phone numbers, emails, voting room, etc. This report is often printed by election staff and kept in a handy location as the election date approaches.

Manage the optional payment of invoices for the election use of polling place facilities.

The Modus Elections Manager will optionally generate a purchase order form for any polling place receiving payment for the use of their facility. This form may be processed for payment by elections staff or passed on to the department responsible for issuing these payments.

Ability to manage voting equipment, including a detailed log and audit trail of all equipment maintenance, testing, usage, and any other event.

Equipment can be managed individually by asset number. The Modus Elections Manager will track each event that takes place on an asset, including placement in service, maintenance, delivery, use in each election, retirement, etc. A detailed report of all these events can be generated for each piece of equipment in the system.

Ability to assign voting equipment to a specific polling place for election-day usage.

Voting equipment can be assigned to polling places for election day use. These equipment assignments are then available for delivery and pickup activities and reports.

Ability to create and manage delivery routes to polling places, including detailed packing and equipment lists.

Delivery and pickup routes can be scheduled within the Modus Elections Manager. Each stop (polling place) can be added to the appropriate route. Equipment and supplies assigned to each

polling place are added to these routes to ensure proper delivery. The system generates several reports to help with the coordination of equipment in the warehouse, loading delivery trucks, delivering equipment and supplies to the polling places, etc.

Ability to generate official election notices and send these notices directly to the publishing periodical(s).

The Modus Elections Manager will auto-generate notices for publication in periodicals. These election notices are system-generated and can be emailed directly to the publisher. The Modus Elections Manager technical staff will work with the County to ensure that these reports are compliant with State of Missouri election guidelines.

Ability to generate official certificates of completion for the internal and public testing of election equipment.

The Modus Elections Manager will generate a certification of completion both for preliminary internal testing and also for the public testing of voting equipment. The Modus Elections Manager technical staff will work with the County to ensure that these certificates are compliant with State of Missouri election guidelines.

All election parameters must be configurable and maintainable by Jefferson County. This includes jurisdictions, districts, precincts, and offices.

The Modus Elections Manager includes interfaces for the maintenance of governmental structures such as jurisdictions, districts, precincts, and offices. In addition, because the parameters rarely change, the Modus Elections Manager support staff will gladly assist when these parameters need to be altered or updated due to changes in districting or governmental structure.

Creation of new election cycles must auto-generate election parameters, automatically adding any applicable offices to the election.

Once election parameters have been generated for all election types within a jurisdiction, adding an election cycle in the Modus Elections Manager will auto-generate election parameters for each election. This includes districts, precincts, and offices for that election. Once the election is created, any special contests can be quickly added within the system.

Must be able to configure and track ballot questions.

Ballot questions are considered to be "special" election items and can be easily added to the configuration for a particular election.

System-generated communications must be configurable by Jefferson County on demand within the user interfaces.

All system communications can be easily customized by users. Changes made to system-generated letters and emails are remembered from one election to the next, or they can be customized for each new election.

Use industry best-practice security measures and technologies.

The Modus Elections Manager databases are stored on enterprise class cloud servers with built in security measures to ensure the privacy of all data within the system. All user access to the system is only provided through SSL 256-bit encryption technology.

Users must have a valid user id and password to access the Modus Elections Manager. Passwords expire and must be reset periodically, as defined by County configuration. Passwords are always encrypted while being transmitted or stored.

Allow each of the user's access to be individually restricted and granted by system function. All rights must be configurable by the Jefferson County Clerk's office.

Each user's rights may be managed by the Clerk's office. Rights may be granted to users by functional area. This means, for example, that a user may be given full edit authority to one functional area of the system (such as polling places), and read-only authority to another (such as Election Judges).

The licensing of Modus Elections Manager includes full access to any and all functions within the system. In addition, there are no restrictions on the number of users who may be given access to the system.

Pricing must include any and all users (including temporary employees) within Jefferson County, with access to the system managed by the Jefferson County Clerk's office.

The licensing of Modus Elections Manager includes full access to any and all functions within the system. In addition, there are no restrictions on the number of users who may be given access to the system. This includes not only full-time employees, but access to the system may also be extended to temporary staff.

A single, integrated database that eliminates duplicate data entry across features and functions of the system.

The Modus Elections Manager is designed to integrate all elections administration data into a single database. This allows data to flow through all functions within the system, effectively eliminating duplicate data entry for elections administration staff and saving many hours of time.

In addition, election assignments of judges and polling places flow seamlessly from one election to the next. This means that for many elections, election assignments will be largely pre-configured. This results in a significant time savings as election coordinators only need to manage changes as precincts are relocated or judges are retired.

New releases of the product must be included in licensing fees. New releases must be regularly and seamlessly implemented within Jefferson County.

As improvements and upgrades are made to the Modus Elections Manager, these improvements are seamlessly delivered via the web and are available to the County without business interruption and at no additional cost.

New features that are designed to benefit other jurisdictions must be included in the product without additional fees or costs to Jefferson County.

The County is paying an annual licensing fee for access to the Modus Elections Manager software service. This fee includes any functionality distributed to the State of Missouri clients. This means that useful system enhancements requested by other counties and jurisdictions will often be included in the system at no additional cost to the County.

Project Plan

Milestone / Activity	Start Date	Est. Duration
Project Start Date	Apr 22, 2012*	
Assemble County configuration and election data (on-site)	Apr 22, 2012	3 Days
Import and configure County data	Apr 25, 2012	5 Days
On-site 2 hour Training Session	May 2, 2012	
Configuration verification	May 2, 2012	2 Days
Go Live, Installation Project Completed	May 6, 2012**	

*Assumes that contract will be signed on April 22, 2012. Actual project start date will be determined by InTech Software Solutions and County upon a successful bid announcement.

**Normal ongoing support will commence once the project is completed and the system goes live.

Assigned Resources

Michael Snuffer – Michael will be the project manager and technical lead for the installation project. Michael will also be responsible for user training session.

Mark Henderson – Mark will be participating in the project as a business analyst, data analyst, and co-trainer.

Amy Addington – Amy is the lead support technician for Modus Elections Manager. She will assist in system testing and setting up support technologies and business processes.

References

The following counties have been using the Modus Elections Manager system for more than 2 years. Both have indicated they may be contacted as references for the system.

Cindy Reichert
Anoka County Elections
325 East Main St, Suite 130
Anoka, MN 55303-5031
(763)323-5275

Patty O'Connor
Blue Earth County Elections
410 S 5th St.
Mankato, MN 56002-3524
(507)304-4341

Scope of Proposal

In Scope

InTech Software Solutions will:

- Install the Modus Elections Manager system and ensure it is accessible to all users that have minimum client software and internet services
- Make available consulting services for data collection, conversion, and training
- Provide support for elections officials directly employed by the County
- Ensure that the remote databases are secured and have appropriate backup and recovery procedures in place

The County will:

- Promptly notify InTech via email and provide necessary documentation for any encountered issues in the Modus Elections Manager software environment
- Only distribute user IDs and passwords to authorized staff
- Be responsible for creating, updating, and reviewing election data for its own jurisdiction

Out of Scope

- InTech creating custom code for integration with existing IT systems such as payroll processing. (Note that Modus Elections Manager provides payroll data exports available for integration with most accounting and payroll systems.)
- Additional IT consulting services are available and can be provided at a standard rate of \$125 per hour.

Training

InTech Software Solutions provides data conversion, onsite training, and implementation services to assist the County in a smooth transition to the Modus Elections Manager. This typically consists of the following:

- Approximately 1 to 2 weeks to configure election parameters for the jurisdiction
- A one-time data import of election judge and polling place data
- One 3 to 4 hour training session designed to get users started with the system
- A second 3 to 4 hour training session completed closer to the first election, which trains users in more advanced features of the system

In addition, the County has requested the following additional on-site support and training:

- On-site support provided for a day shortly before the first election
- On-site support provided for a day shortly after the first election

These activities may be scheduled upon County acceptance of this proposal.

Software License

The Modus Elections Manager is typically licensed annually with a minimum 2-year subscription so that the true benefit will be realized by the County through greater usage over time. Because we realize that County purchasing requirements do not allow for multi-year contracts, this agreement is for 1 year starting in April 2013. The County and InTech Software Solutions may mutually agree to renew each year thereafter.

MODUS ELECTIONS MANGER LICENSE AND SERVICE FEES	
Year 1 (2013)	
Software License for the County (1 year subscription starting in April, 2013)	\$28,295
License Fee for Year 1	\$28,295
One-Time Configuration and Data Import Service Fee	\$2,500
Two on-site training sessions	\$1,200
Visit 1 – System Installation and Configuration (2 Person 3 Days)	\$1,249
Flight 2 persons x \$225 per person..... \$450	
Hotel 2 nights x \$104 per night ¹ \$208	
Auto Rental 3 days x \$65 per day \$195	
Meals 3 days x 2 persons x \$66 per day ¹ \$396	
Visit 2 – Training #1, System Verification, Go Live (2 Person 2 Days)	\$948
Flight 2 persons x \$225 per person \$450	
Hotel 1 night x \$104 per night ¹ \$104	
Auto Rental 2 days x \$65 per day \$130	
Meals 3 days x 2 persons x \$66 per day ¹ \$264	
Total Setup, Training Services, and Travel²	\$5,897
Two days of additional County requested on-site training/support ¹ (optional)	\$2,000
Visit 3 – Training #2, On-site Election Support (2 Person 2 Days)	\$948
Flight 2 persons x \$225 per person \$450	
Hotel 1 night x \$104 per night ¹ \$104	
Auto Rental 2 days x \$65 per day \$130	
Meals 3 days x 2 persons x \$66 per day ¹ \$264	
Additional County-requested Training and Travel²	\$2,948
Year 2 (2014)	
Software License for the County ³	\$28,295
License Fee for Year 2	\$28,295

¹Per diem and hotels based on GSA allowable expenses.

²Additional costs may be incurred if the County requests additional length of stay or on-site visits.

³If County elects to auto-renew this contract, a 2.5% increase will be applied annually beginning in 2015.



Contact Information

InTech Software Solutions, Inc.
12240 51st Ave N
Plymouth, MN 55442

Michael Snuffer, CEO
612.387.6121
Michael.Snuffer@ModusElections.com

Mark Henderson, VP Customer Relations
612.889.5957
Mark.Henderson@ModusElections.com

APPENDIX A

Non-Residential Affidavit of No Property Ownership in Jefferson County, MO

1 Page (not including this appendix cover page)



COUNTY OF JEFFERSON

Wes Wagner
County Clerk

COUNTY CLERK'S OFFICE
ADMINISTRATION CENTER
729 MAPLE STREET/PO Box 100
HILLSBORO MO 63050
636-797-5486
FAX 636-797-5360
COUNTYCLERK@JEFFCOMO.ORG

STATE OF MISSOURI)
COUNTY OF JEFFERSON) SS
)

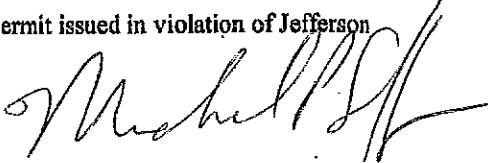
AFFIDAVIT

(Non-Resident; Non-Property Owner)

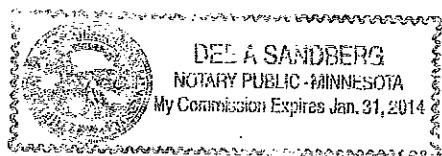
Before me, the undersigned authority personally appeared Michael P Snuffer,
who, being by me duly sworn, deposed as follows:

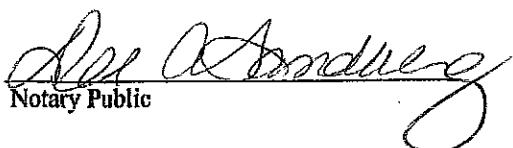
I am of sound mind, capable of making this affidavit and personally acquainted with the facts herein stated:

I hereby state and swear under penalty of perjury that neither I, nor any business, trade name or fictitious name with which I am affiliated owes taxes to Jefferson County, Missouri. I further understand that any license or permit issued in violation of Jefferson County Ordinance Number 10-0411 is void.


Michael P Snuffer
Affiant

Signed before me in witness whereof, I have hereunto subscribed my name and affixed my official seal this
22nd day of March, 2013.




Notary Public



Software Solutions, Inc.



APPENDIX B

Certificates of Insurance

2 Pages (not including this appendix cover page)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/18/2013

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 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		CONTACT NAME: Mac Gordon	
Ray Smith Insurance Agency Inc 9955 - 59th Avenue North Suite 130 Plymouth MN 55442		PHONE (A/C No. Ext): (763) 259-0101	FAX (A/C No): (763) 259-0102
		E-MAIL ADDRESS: Mac@raysmithins.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A Hartford Casualty Insurance	29424
		INSURER B Hartford Fire Insurance Company	19682
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 2012-13 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.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR	INSR WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			41SBARX6370	4/1/2012	4/1/2013	EACH OCCURRENCE	\$ 2,000,000
	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
A	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			41SBARX6370	4/1/2012	4/1/2013	MED EXP (Any one person)	\$ 10,000
	ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PERSONAL & ADV INJURY	\$ 2,000,000
	AUTOMOBILE LIABILITY						GENERAL AGGREGATE	\$ 4,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						PRODUCTS - COMP/OP AGG	\$ 4,000,000
	DED <input type="checkbox"/> RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
B	Professional Liability Technology E & O			00 TE 0263293-12	4/1/2012	4/1/2013	EACH OCCURRENCE	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							AGGREGATE	\$
								\$
							WC STATUTORY LIMITS	OTHR
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
							EACH LIMIT	\$2,000,000
							AGGREGATE LIMIT	\$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
THE CERTIFICATE HOLDER IS INCLUDED AS AN ADDITIONAL INSURED UNDER THE GENERAL LIABILITY POLICY WHEN REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT.

CERTIFICATE HOLDER

CANCELLATION

Jefferson County Department of Administration Services 729 Maple Street P. O. Box 100 Hillsboro, MO 63050	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 Mac Gordon/MMS 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/19/2013

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 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		CONTACT SFM Risk Solutions NAME: _____ PHONE (A/C. No. Ext): 952-838-4430 FAX (A/C. No): 952-838-2000 E-MAIL ADDRESS: arp_phs@sfrm.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: MWCARP c/o SFM Risk Solutions	
INSURED		NAIC #	
Intech Software Solutions Inc 12240 51st Ave N Minneapolis, MN 55442-2133		INSURER B: _____	
		INSURER C: _____	
		INSURER D: _____	
		INSURER E: _____	
		INSURER F: _____	

COVERAGEs

CERTIFICATE NUMBER:

REVISION NUMBER:

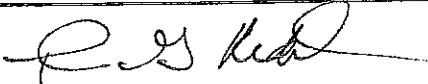
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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.											
INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS					
GENERAL LIABILITY	GENERAL LIABILITY					EACH OCCURRENCE \$					
	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (EA occurrence) \$					
	CLAIMS-MADE <input type="checkbox"/> OCCUR					MED EXP (Any one person) \$					
						PERSONAL & ADV INJURY \$					
						GENERAL AGGREGATE \$					
						PRODUCTS - COMP/OP AGG \$					
						\$					
	GENL AGGREGATE LIMIT APPLIES PER:										
	POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC										
AUTOMOBILE LIABILITY	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (EA accident) \$					
	ANY AUTO					BODILY INJURY (Per person) \$					
	ALL OWNED AUTOS					BODILY INJURY (Per accident) \$					
	HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$					
						\$					
	UMBRELLA LIAB					OCCUR				EACH OCCURRENCE \$	
	EXCESS LIAB					CLAIMS-MADE				AGGREGATE \$	
	DED <input type="checkbox"/>					RETENTION \$				\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					Y/N	N/A	40853.803	08/24/2012	08/24/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)										E.L. EACH ACCIDENT \$ 500,000
If yes, describe under DESCRIPTION OF OPERATIONS below		E.L. DISEASE - EA EMPLOYEE \$ 500,000									
	E.L. DISEASE - POLICY LIMIT \$ 500,000										

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Special provision: WC 00 03 08. Partners, Officers, and Others Exclusion Endorsement is attached to the policy.
An owner/officer/other has rejected coverage.

CERTIFICATE HOLDER

CANCELLATION

Jefferson County Department of Administration Services 729 Maple St PO Box 100 Hillsboro, MO 63050-4317		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
		

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APPENDIX C

Documentation of Enrollment and Participation in E-Verify Program

Signature Pages from the Memorandum of Understanding (MOU)

2 Page (not including this appendix cover page)

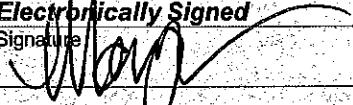


Company ID Number: 653495

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer InTech Software Solutions, Inc.

Mary Snuffer

Name (Please Type or Print)	Title
Electronically Signed 	03/19/2013
Signature	Date 3/20/2013

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)	Title
Electronically Signed	03/19/2013
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	InTech Software Solutions, Inc.
Company Facility Address:	12240 51st Avenue N Plymouth, MN 55442
Company Alternate Address:	
County or Parish:	HENNEPIN
Employer Identification Number:	411823254



Company ID Number: 653495

North American Industry Classification Systems Code:	541
Administrator:	
Number of Employees:	1 to 4
Number of Sites Verified for:	1
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
<ul style="list-style-type: none">• MINNESOTA 1 site(s)	

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Mary J Snuffer	Fax Number:	(763) 557 - 2974
Telephone Number:	(763) 557 - 2974		
E-mail Address:	msnuffer@comcast.net		

APPENDIX D

Agreement for Software Services

THIS AGREEMENT ("Agreement") is entered into as of _____, 2012 ("Effective Date"), between InTech Software Solutions Inc, with an office at 12240 51st Avenue North, Plymouth, MN, 55442 ("InTech"), and Jefferson County, MO, a government entity with its principal office located at 729 Maple Street, Hillsboro, MO, 63050-0100, including affiliated jurisdictions within the county, as specified in Exhibit B ("County").

- 1. The Service.** InTech has developed an online service known as Modus Elections Manager which allows governmental entities to help better manage elections ("Modus"). The County wishes to use Modus to manage elections. The Parties have agreed upon the details of the Modus service, the details of which are found in Exhibit B (the "Proposal").
- 2. Term.** The term of this Agreement begins on the Effective Date and continue until December 31, 2012 ("Term"). At the end of the Term, this Agreement will renew on a year to year basis unless either party notifies the other of its intention not to renew thirty (30) days prior to the renewal of the Agreement. Upon expiration or termination of this Agreement, InTech will make the County Data available to County, and County will no longer have access to Modus.
- 3. Fees.** Within thirty days of invoice, County will pay to InTech the fees for use of Modus as stated in Appendix B. The fees do not include any taxes, whether federal, state, local or otherwise.
- 4. Subscription.** During the Term, InTech grants to County the nontransferable and nonexclusive right to use Modus in managing its elections. Only permanent or temporary employees of County may use Modus. Each user must have a user ID, which consists of a valid email address.
- 5. Technology.** County understands that Modus requires Internet access, which is the responsibility of County to provide. InTech plans to make upgrades to Modus over time. InTech will notify County of any important changes to Modus and design such changes to permit continued use of Modus by the County.
- 6. Support and Security.** InTech will provide support, set-up and training so that County can use Modus, including relevant documentation and specifications. InTech will use commercially reasonable security technologies (such as encryption, password protection and firewall protection). InTech cannot promise that that such security technology will be able to prevent all third party disruptions or interception of any data.
- 7. Back-Up.** InTech is responsible for performing and storing backups of County Data on a regular basis. In the event County requires restoration of any back-up of its data other than due to the fault of InTech, County may be charged on a time-and-material basis for such restoration.
- 8. Use of Data.** County grants to InTech the right to use any data provided or inputted by County into Modus ("County Data") as is necessary for InTech to perform under this Agreement. With respect to the County Data InTech specifically agrees to abide by Minnesota Data Practices Act (Chapter 13) and will keep County Data covered by the Act confidential. Other than such use, InTech acquires no rights to County Data, including any intellectual property rights.

9. Warranty, Indemnity and Damages. InTech warrants that Modus will perform as outlined in Proposal SECTION 2 and Proposal APPENDIX E. There are no other warranties. InTech agrees to indemnify County against all claims brought by any third party against County related to Modus or alleging that InTech violated this Agreement. Under no circumstances will either party be liable to the other party under this Agreement in excess of the amount of fees paid under this Agreement in the year preceding the date on which the claim first arose. Under no circumstances will either party be liable to the other party for punitive damages.

10. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Minnesota.

11. Compliance with Laws. InTech will follow all applicable local, state and governmental laws.

12. Force Majeure. If either party is unable to perform under this Agreement due to circumstances beyond its reasonable control, including without limitation natural disaster, act of War, terrorism, or other similar cause, then such non-performance shall not be a violation of this Agreement, but the time for performance shall be extended for a period equal to the duration of the conditions preventing performance.

13. Complete Agreement and Conflicts. This Agreement constitutes the complete and exclusive agreement between InTech and County, and all previous discussions and writings shall have no force or effect. This Agreement may only be modified in a written agreement by the parties.

Jefferson County, MO

InTech Software Solutions Inc



DATE: _____

DATE: 3/22/2013

BY: _____

BY: Michael P. Snuffer

Title: _____

Title: CEO

APPENDIX E

Support Service Level Agreement (SLA) for the Modus Elections Manager

Support Options: InTech Software Solutions, Inc will provide several options for support, as follows:

- **Phone Support:** Phone support is available and will be provided during normal business hours (9:00am – 5:00pm CST) to County. In the 7 days prior to and including the day of any state-wide election, support will be expanded to include the hours between 7:00am and midnight.
- **Email Support:** Users may also seek support via email at: support@moduselections.com. This email will be monitored by support staff during normal business hours, as defined above.
- **Online Forum:** This software forum will be available to Modus users on a 24/7 basis. It will give users the opportunity to share knowledge and provide answers to one another. In addition, the forum will be monitored and updated by InTech support staff. This site will include online documentation, a knowledge base, and a forum where the user community may submit questions and/or participate in resolving questions posted by other users.

Issue Response: InTech will make it a priority to respond to County support queries as quickly as possible, and will be able to respond in most cases within hours of the submitted request for support services. InTech guarantees it will provide a response to support questions and issues by the next business day.

Issue Resolution / Rollout Policy: InTech's response to support issues will depend of the type and severity of the issue the user is encountering, as follows:

- **User Training or Business Process:** InTech offers onsite training services which may be included in the Appendix B. Online documentation is available to users. InTech will provide a response to County within 1 day.
- **Non-critical Bug Fixes.** A non-critical bug is defined by InTech as any user-experienced issue that does not block the user's ability to utilize system functions. Non-critical bug fixes or usability enhancements will be assessed, scheduled and rolled out in the next regular system release. Regular system releases are defined in the "Software Upgrades" section below.
- **Critical Bug Fixes.** A critical bug is defined by InTech as any bug that inhibits the user's ability to utilize the functions of the system. InTech has multiple levels of testing in place to help ensure that these bugs never make it into our production system. (See *software updates below*.) In the case that a critical bug is encountered in the system, InTech will provide an update to the system as quickly as is possible. InTech will typically be able to implement critical fixes within 3 to 5 business days.

Service Availability: Service is intended to be available for use at all times, except for scheduled downtime, InTech warrants availability of Service during business hours (M-F 8am-5pm) to 95% uptime. InTech will provide County with at least two (2) weeks before scheduled downtime, and will not schedule downtime during Election Season or other critical time periods. If Service is documented by County to not meet this standard, InTech will provide remedies as described in Section 8.3 of the Agreement.

Other Support Notes: InTech provides a significant discount to Counties that have affiliate licenses. In return for this significant discount, the County agrees to provide the first line of support to these Affiliates.

If an Affiliate encounters an issue that cannot be resolved through training or business process changes, County may then escalate the issue directly to InTech.

Software Maintenance and Support Costs: As the Modus Elections Manager is a subscription service (not sold), software maintenance and support provided without any additional cost or subscription fee. InTech's mission is to have the Service stay current to ensure compliance with relevant Minnesota election laws. Many of these state-wide improvements to the system will be made available free of charge. In the event that County is requesting additional new functionality (not included in the agreed upon requirements documents), this functionality can be custom-coded and provided on a time-and-material basis.

Release Frequency: InTech will schedule releases with any enhancements or bug fixes. Scheduled rollouts will occur on a weekend (Friday, Saturday, or Sunday night), between the hours of 10pm and 6:00am. Because Modus Elections Manager is a web-based system, rollouts only occur on InTech's servers. Client software will automatically be updated the next time the user accesses into the system.

Custom Written Routines: The Modus Elections Manager system was designed by a consortium of users from cities and counties of different sizes and differing business practices. As a result, the system is quite flexible and will accommodate the needs and business requirements of most, if not all jurisdictions.

In the event that a County has a requirement for new functionality not provided in the system, InTech will work to try to ensure that this functionality can be included in the next state-wide release of the system to all users. This approach will have at least 2 significant benefits: (1) it will improve the Modus Elections Manager system for the greater user community; and (2) it will provide a significant support cost savings to County.

Training: With each new customer, InTech includes installation and configuration services. Elections staff will be personally trained and well acquainted with the system upon the completion of these configuration activities. For other jurisdictions in Anoka County, InTech can provide training in either of the following methods:

- **Train the Trainer:** Anoka County staff can be trained and provided with the knowledge needed to conduct training sessions with the elections staff in its cities and townships.
- **Group Training:** Anoka County may opt to invite its election staff from cities and townships to attend one or more group training sessions conducted by an InTech trainer. *(Recommended)*
- **Online User Documentation.**

System Technology: Modus Elections Manager is a web-based application built on the Microsoft Silverlight 5.0 platform. As a result, the system will be accessible only from locations where internet services are available, and on browsers and operating systems which at least support Microsoft Silverlight version 5.1.10411.0 or higher. In the event the Modus Elections Manager is revised or otherwise requires use of a newer version of the Silverlight or other software / operating system, InTech will advise County at least sixty (60) days prior to such conversion taking effect.

Microsoft Silverlight is currently supported on the following browsers:

- Internet Explorer Version 6-SP1 or higher
- Firefox Version 3 or higher
- Google Chrome
- Safari

Microsoft Silverlight is currently supported on the following Operating Systems:

- All Microsoft Windows operating systems, XP or higher (except Windows 8 RT)
- Mac OS 10.4 or higher

All supported user platforms must meet these minimum requirements.

Response to
Jefferson County Request for Proposal
Election Management Software 2013
Submitted By
InTech Software Solutions, Inc.
for the
Modus Elections Manager

March 25, 2013

SECTION 1: Jefferson County Request for Proposal: Elections Management Software.....	17 pages
SECTION 2: Proposal, Modus Elections Manager.....	12 pages
Appendix A: Proof of No Ownership of Real or Personal Property in Jefferson County	2 pages
Appendix B: Certificates of Insurance.....	3 pages
Appendix C: Documentation of Enrollment and Participation in E-Verify Program (MOU).....	3 pages
Appendix D: Modus Elections Manager Standard Contract	2 pages
Appendix E: Service Level Agreement	2 pages



JEFFERSON COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
729 MAPLE ST / PO BOX 100
HILLSBORO MO 63050
WWW.JEFFCOMO.ORG

**Request for Proposal: ELECTION MANAGEMENT
SOFTWARE 2013**

Date Issued: 3-5-13

PROPOSALS SHALL BE ACCEPTED UNTIL: TUESDAY, APRIL 2, 2013, AT 2:00 P.M. LOCAL TIME.

**Specification
Contact:**

JEANNIE GOFF
Department of the County Clerk
636-797-5483

**Contract
Contact:**

VICKIE PRATT
Department of Administrative Services
636-797-5382

**Mail (3) Three
Complete Copies
With Vendor And
Proposal
Information As
Shown In Sample:**

SAMPLE ENVELOPE

Vendor Name

Vendor Address

Contact Number

DEPARTMENT OF THE COUNTY CLERK

JEFFERSON COUNTY MISSOURI

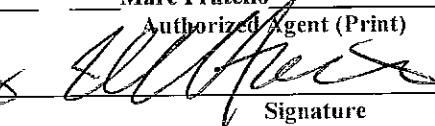
729 MAPLE ST / PO BOX 100

HILLSBORO MO 63050-0100

SEALED PROPOSAL: (PROPOSAL NAME)

**Contract Term:
upon approval by
the County Council
and County
Executive**

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for one additional one-year term with the written consent of the successful bidder. Price increases for renewals are not authorized unless approved in writing by the County.

SOE Software _____ Marc Fratello _____
Company Name _____ Authorized Agent (Print)
5426 Bay Center Dr. Suite. 525 _____  _____
Address _____ Signature _____

**Vendor
Information:**

Tampa, FL 33629 _____ CEO _____
City/State/Zip Code _____ Title _____
(813) 490-7133 _____ 3/29/2013 _____ 820565032 _____
Telephone # _____ Date _____ Tax ID # _____
dhughes@soesoftware.com _____ (813) 207-2047 _____ E-mail _____
Fax # _____

TABLE OF CONTENTS:

Legal Notice and Request for Proposal	Page 1
Table of Contents	Page 2
Proposal Requirements	Page 3
Proposal Form and Contract	Page 5
Affidavit	Page 8
Specifications	Page 10
Exceptions to Proposal	Page 10

PROPOSAL REQUIREMENTS

A. PROPOSAL SUBMISSION:

Submit proposal form in triplicate (three copies) with specification pages, if applicable. No facsimile or electronic proposals shall be accepted and shall be rejected. A fully executed Affidavit is required by Section 285.530 RSMo and shall be submitted with the proposal form. A copy of the Affidavit is attached hereto. Failure to execute the Affidavit shall result in the proposal being rejected. Vendor shall comply with the requirements of Sections 285.525 to 285.555 of the Revised Statutes of the State of Missouri. If any part of the work is subcontracted, each subcontractor shall comply with the same requirements of this specification. No contractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. Vendor and any of its subcontractors, shall, by sworn affidavit and provision of documentation, affirm their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Vendor and its subcontractors shall also sign an affidavit affirming that they do not knowingly employ any person who is an unauthorized alien.

Prevailing Wage

Vendor and its subcontractors shall pay not less than the prevailing hourly rates of wages, as determined by the Labor and Industrial Relations Commission of Missouri. Vendor shall abide by the most current Annual Wage Order published by the Missouri Department of Labor and Industrial Relations or other similar resources and publications.

B. BASIS OF PROPOSAL AWARD:

Award may be made on an item-by-item basis to the lowest and best proposals or award may be made to the lowest and best proposal total, whichever is in the best interest of the County. County may reject any or all proposals for any reason and may waive any informality. Proposals submitted from a Missouri State Contract shall include a copy of the State Contract with the proposal.

It is further agreed that the Contract shall not be valid and binding upon the County until approved by the County Counselor, as to legal form and is subject to the Ordinances, Resolutions and Orders of Jefferson County, Missouri, and State and Federal Law. If no proposal or proposals have been awarded by the County Council within forty-five (45) days following the opening of the proposal then all proposals will be deemed rejected.

C. PROPOSAL PREPARATION:

1. Vendors are responsible for examination of drawings, specifications, schedules and instructions.
2. Each Vendor shall furnish the information required by the invitation. The vendor shall sign all required documents. All deletions and erasures shall be initialed
3. Alternate proposals for supplies or services other than specified shall not be considered unless authorized by invitation.
4. Vendor shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the Request for Proposal.
5. When specified, samples must be timely submitted and at no expense to the County.
6. Failure to adhere to all requirements may result in the response being disqualified as non-responsive.

D. MODIFICATION OR WITHDRAWAL OF PROPOSALS:

Proposals may be modified or withdrawn prior to the exact hour and date specified for receipt of proposals, provided the modification or withdrawal is in writing and is delivered in the same manner as a proposal submission.

E. LATE PROPOSALS:

It is the responsibility of the vendor to deliver his proposal or proposal modification on or before the date and time of the proposal closing to the Department of the County Clerk of Jefferson County. Proposals received late will be rejected and returned unopened to the vendor.

F. PROPOSAL DEPOSITS:

Proposal Deposits are not required unless specified in the Specifications.

G. MATERIAL AVAILABILITY:

Vendors must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of proposal and delivery time. It is the responsibility of the vendor to notify the County immediately if the materials specified are discontinued, replaced, or not available for an extended period of time. All materials ordered by the County, shall be as needed. A sample of materials may be requested.

H. ALTERNATE PROPOSALS:

Where required, vendors must submit complete specifications on all alternate proposals with the proposal form. Alternate proposals without complete specifications may be rejected. Alternate proposals and exceptions to proposal clauses must be

clearly noted on the proposal form. The County may accept or reject alternate proposals; whatever is most advantageous to the County.

I. INCORPORATION OF DOCUMENTS:

The terms of the proposal invitation, proposal specifications, proposal form are incorporated into the contract as if fully setout therein.

J. ADDENDA:

Addenda to proposal specifications are incorporated by reference as if fully setout herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and completed all attached addenda's prior to submission of proposal forms. Verification is made by contacting the Department of Administrative Services or by reviewing the County Web Site. (www.jeffcomo.org).

K. INSURANCE:

The Vendor/Contractor shall purchase and maintain insurance with an insurance company licensed to do business in the State of Missouri or in the state where the vendor is incorporated or otherwise licensed to do business and which shall remain, at all times during the term of any contract with the County, in full force and effect. Preference will be given to a Vendor/Contractor who provides insurance with an insurance company licensed to do business in the State of Missouri, but in any event said Vendor/Contractor shall provide said insurance at it's own expense. Such insurance shall be provided as will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor's execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contract is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its' forces as enumerated above. All policies must name the County as an additional insured and provide for thirty (30) days written prior to any material changes or cancellation. Any disputes regarding a breach, insurance amounts, liability, coverage, lapse or otherwise shall be litigated in the Circuit Court of Jefferson County, Missouri and the same shall be incorporated into any Contract agreed to by the parties.

THE COUNTY REQUIRES **ORIGINAL** CERTIFICATES OF INSURANCE **BEFORE** THE CONTRACT IS AWARDED. ANY LAPSE IN INSURANCE COVERAGE OR CANCELLATION THEREOF BY THE CONTRACTOR OR SUB-CONTRACTORS DURING THE TERMS OF THE CONTRACT SHALL IMMEDIATELY BE DEEMED A MATERIAL BREACH UNDER THE TERMS OF ANY CONTRACT.

A. Required Not Required **Comprehensive General Liability Insurance**

The Vendor/Contractor shall maintain and keep in full force and effect during the terms of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

B. Required Not Required **Professional Liability Insurance**

The Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against any and all claims, which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00. Should any work be subcontracted, these limits will also apply.

C. Required Not Required **Worker's Compensation Insurance:**
per Missouri Revised Statutes Chapter 287

The Vendor/Contractor or his sub-contractor or contractors, shall maintain and keep in force of this Contract such worker's compensation insurance limits as required by the statutes of the State of Missouri and Employer's Liability with limits no less than \$500,000.00.

L. PROPOSAL OPENINGS:

Proposals will be publicly opened and read aloud at the time indicated on page 1. The vendors and the public are invited but not required to attend the formal opening of the proposals. No decisions relating to the award of a contract or agreement will be made at the opening.



CERTIFICATE OF LIABILITY INSURANCE

SOESO-1

OP ID: B8

DATE (MM/DD/YYYY)

02/12/13

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 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 Brown & Brown of Florida, Inc. P. O. Box 173086 Tampa, FL 33672 Peter Lagos	813-226-1300 813-226-1313	CONTACT NAME: Mary Jane Gwyn	
		PHONE (A/C. No. Ext): 813-226-1307	FAX (A/C. No.): 813-226-1313
		E-MAIL ADDRESS: mgwyn@bbtampa.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Underwriter at Lloyds London	15792
INSURED SOE Software Corporation SCYTL USA, LLC 5426 Bay Center Dr Ste 525 Tampa, FL 33609	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGEs

CERTIFICATE NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADD'L/SUBR INSR/ WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					
	X COMMERCIAL GENERAL LIABILITY - CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	ESB01043207	02/01/13	02/01/14	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	X Contractual/XCU					
	X Prof Lia/See Other					
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	X POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY					
	ANY AUTO ALL OWNED AUTOS	SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	ESB01043207	02/01/13	02/01/14	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	X HIRED AUTOS	X				
	UMBRELLA LIAB	OCCUR				EACH OCCURRENCE \$ AGGREGATE \$ \$
	EXCESS LIAB	CLAIMS-MADE				
	DED	RETENTION S				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N				WC STATUTORY LIMITS \$ OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	<input type="checkbox"/>				
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					
A	Professional Liab Errors & Omissions		ESB01043207	02/01/13	02/01/14	Each Act \$ 5,000,000 Aggregate \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Agreement: Election Online Training System - County of Los Angeles, its Special Districts, elected and appointed officers, employees and agents are additional insureds for all activities arising from agreement and waiver of subrogation applies. This insurance is primary and non-contributory. 30 day written notice of cancellation except 10 days for non-payment # 76470

CERTIFICATE HOLDER

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

© 1988-2010 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/14/2013

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 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 1-813-229-8021
M. E. Wilson Co., Inc.
300 W. Platt St.
Ste 200
Tampa, FL 33606

INSURED
SOE Software Corporation
5426 Bay Center Drive
Suite 525
Tampa, FL 33609

CONTACT NAME:	Janet Alexander
PHONE (A/C. No. Exd):	813-229-8021
E-MAIL ADDRESS:	jalexander@mewilson.com
INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: RETAILFIRST INS CO	10700
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGEs

CERTIFICATE NUMBER: 32493445

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.

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ex occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
						PRODUCTS - COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					COMBINED SINGLE LIMIT (Ex accident) \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY					EACH OCCURRENCE \$
	ANY AUTO					AGGREGATE \$
	ALL OWNED AUTOS					
	Hired AUTOS	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N	52035252	01/18/13	01/18/14	WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	<input type="checkbox"/> N	N/A			E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below.					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

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

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M. PROPOSAL TABULATIONS:

Proposal Tabulations will be available 5 to 7 business days following the proposal opening. Proposal submissions are open for public review at the time of the proposal opening. Proposal tabulations are posted on the County's web-site address, www.jeffcomo.org, under the services tab, Invitation for Bid/Request for Proposal link. **NO COPIES** of proposal tabulations are sent to vendors.

PROPOSAL FORM AND CONTRACT

A. PROPOSAL REPRESENTATIONS:

The vendor, by executing the proposal form certifies that:

1. The proposal complies with Request for Proposal, Form and Proposal Specifications.
2. The vendor is not debarred or suspended from participation in Federal Assistance programs.

B. TAXES:

No bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property taxes to Jefferson County. The prospective bidder may be required to provide proof in the form of an original paid tax receipt issued by the Jefferson County Collector or a verified affidavit stating that the applicant does not own any real or personal property in Jefferson County.

Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.

C. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

1. The prices in the proposal shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Vendor or other person.
2. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the Vendor prior to opening; or
3. No attempt has been made or will be made by the vendor to induce any other person or firm to submit or not to submit a proposal.

D. PRICE:

The price(s) specified in this proposal shall be firm and not subject to contingency or reservation. The vendor represents prices specified in the proposal do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the vendor's most favored customer. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly. **Proposal prices are ALL INCLUSIVE: (Shipping, Handling, Delivery, and Assembly to locations specified by the County). Prices shall be firm for ALL County departments and locations for term of the agreement.**

E. MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:

Vendor represents that the goods provided comply with Sections 34.350 to 34.359, RSMo, known as the Domestic Product Procurement Act. The act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and Jefferson County, Missouri. Vendor shall include proof of compliance with the Act with the proposal.

F. NON-EXCLUSIVE AGREEMENT:

The contractor shall understand and agree that the contract shall not be construed as an exclusive agreement and further agrees that the County may secure identical and/or similar services or products from other sources at anytime in conjunction with or in replacement of the contractor's services.

G. DEFINITIONS:

1. The term "County" means the Jefferson County, Missouri and its designated representatives.
2. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.
3. The term "RFP" means Request for Proposal.
4. The term "Agreement/Contract" means Binding Agreement, Contract, Request for Purchase, Order.

H. INSPECTION, ACCEPTANCE AND APPROVALS:

Request For Proposal and Proposal Form

Page 6 of 17

Bidder's Initials:

MF

Goods shall at all times and places, including the period of manufacture, are subject to inspection and test by County. County will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive any warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior inspections or approvals. County may require prompt replacement or correction of rejected goods at Supplier's expense, including a reduction in price for rejected goods. Supplier shall not resubmit rejected goods to County without prior written approval and instructions from County. In addition, Supplier shall identify resubmitted goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to County.

I. WARRANTY:

Unless otherwise agreed to in writing by the parties, Supplier warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by County, or, if not ordered to specifications will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to County and its assigns. Except for latent defects, the County shall give notice of any nonconformity to the Supplier within one (1) year after acceptance. County may return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at Supplier's expense. Return to Supplier of any defective or non-conforming goods and delivery to County of any corrected or replaced goods shall be at Supplier's expense. Defective or non-conforming items shall not be corrected or replaced without written authorization by County. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance and Approvals" in the same manner and to the same extent as goods originally delivered under this contract.

J. PAYMENT:

County will pay Supplier for goods upon delivery to, submission of certified invoices and acceptance. The County will not be responsible for articles or services furnished without a purchase order. Price is tax-exempt.

K. CHANGE ORDER:

County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule or both, and any change order shall be in writing. Any claim by a Supplier for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the change, provided, however, County, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.

L. DELIVERIES:

Deliveries shall be made in strict accordance with any delivery schedule contained in the proposal specification or contract and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the "termination" clause. Deliveries are to be made at locations specified by the County at time of Order.

M. RESPONSIBILITY FOR SUPPLIES:

Pursuant to Section 290.560 RSMo, Supplier/Contractor shall employ only Missouri laborers and laborers from nonrestrictive states except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the County. Except as otherwise provided, Supplier shall be responsible and bear all risks for loss and damage to goods until delivery at County's facilities, regardless of F.O.B. point, point of inspection or acceptance; and if the goods are rejected.

N. SUBCONTRACTS:

Supplier shall not enter into any subcontract(s) in excess of \$25,000 or 20% of this contract price; whichever is less, for any goods without County's prior written approval.

O. CHOICE OF LAW:

This proposal and contract shall be governed and interpreted according to the laws of the State of Missouri. Venue for any court action shall be in Jefferson County, Missouri.

P. TERMINATION:

1. General: Performance of work may be terminated by the County in whole, or from time to time in part, whenever County shall determine that such termination is in the best interests of County. Termination shall be affected by delivery to Supplier of a Notice of Termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. If such notice does not state termination is pursuant to subparagraph 2, 3, or 4 of this paragraph, County shall have the right to so indicate within thirty (30) days. If no notice is delivered within the thirty (30) day period, or such longer periods as is mutually agreed to by the parties, the original Notice of Termination shall be deemed to be issued pursuant to subparagraph 1 of this paragraph.

2. **Bankruptcy or Insolvency:** In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, County shall be entitled to terminate without further cost or liability.
3. **Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.**
4. **Default:** County may terminate the whole Contract or any part in either of the following circumstances:
 - a. If supplier fails to deliver the items required by the contract within the time specified; or
 - b. If supplier fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after notice from County specifying such failure. In the event of termination under subparagraph 1, County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of County provided in subparagraph 1 shall be in addition to any other rights provided by law or the contract.
 - c. In the event of the Supplier's non-compliance with the provisions as set forth. This Contract may be cancelled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

Q. NOTICE AND SERVICE THEREOF:

Any notice from the County shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the Supplier, at the address stated on the proposal form.

R. CONTRACT TERM:

Performance shall be governed solely by the terms and conditions as set forth in the Request for Proposal, Proposal Specifications, Proposal Form and the Contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the County for any goods furnished.

S. COMPLIANCE WITH APPLICABLE LAWS:

Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other Governmental authority or agency in the manufacture or sale of the goods, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended.

T. ACTS OF GOD:

No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

U. SELLER'S INVOICES:

Invoices shall contain the following information. Contract number (if any), Purchase Order Number, Item number, contract description of goods or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the County Accounts Payable Clerk.

V. APPROVAL:

It is agreed the acceptance of a proposal shall not be valid and binding upon the County until approved by the County Purchasing Agent, County Council and County Counselor.

W. INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:

Indicate: [] Individual: [] Partnership: [X] Corporation.

Incorporated in the State of Florida.

X. LITIGATION:

This agreement shall be interpreted under the laws of the State of Missouri. Any disagreements, questions, controversies, litigation or other causes of action whatsoever arising from or under the terms of this agreement shall be resolved in the trial courts of 23rd Judicial Circuit Court of the State of Missouri-Hillsboro, Missouri.

Y. LANGUAGE: Bids and all related documents will only be accepted in the English Language.

THE INVITATION FOR BID / REQUEST FOR PROPOSAL NOTICES ARE POSTED ON THE JEFFERSON COUNTY, MISSOURI WEBSITE AT WWW.JEFFCOMO.ORG LOCATED UNDER THE SERVICES TAB, INVITATION FOR BID / REQUEST FOR PROPOSAL LINK.

**SPECIFICATION
CONTACT**

JEANNIE GOFF – COUNTY CLERK - 636 797 5483

AFFIDAVIT OF WORK AUTHORIZATION

*The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Marc Fratello (Name of Business Entity Authorized Representative) as
CEO (Position/Title) first being duly sworn on my oath, affirm
SOE Software (Business Entity Name) is enrolled and will continue to participate in the E-
Verify federal work authorization program with respect to employees hired after enrollment in the program who
are proposed to work in connection with the services related to (Bid: Election Management Software 2013)
(Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor,
if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that
SOE Software (Business Entity Name) does not and will not knowingly employ a person who is
an unauthorized alien in connection with the contracted services related to Bid: Election Management
Software 2013 (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract,
or subcontract, if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

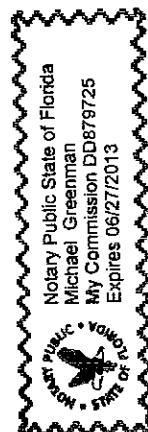
Marc Fratello **Marc Fratello**
8 Authorized Representative's Signature Printed Name

Subscribed and sworn to before me this 29th of March, 2013 I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of Hillsborough, State of
(NAME OF COUNTY)

Florida _____, and my commission expires on 6/27/2013
(NAME OF STATE) (DATE)

Michael D. H. 3/29/2013
Signature of Notary Date



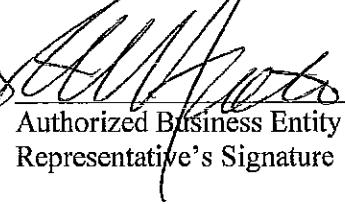
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AFFIDAVIT OF WORK AUTHORIZATION
(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that SOE Software (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

Marc Fratello
Authorized Business Entity
Representative's Name
(Please Print)


Authorized Business Entity
Representative's Signature

SOE Software
Business Entity Name

03/29/2013
Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

- Enroll and participate in the E-Verify federal work authorization program (Website: <http://www.dhs.gov/e-verify>; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's, or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).



Company ID Number: 396141

**THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION
MEMORANDUM OF UNDERSTANDING**

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and SOE Software Corporation (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed



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by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and



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Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

• If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that

contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9

process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer

should contact E-Verify at 888-464-4218.

• If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo



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and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer



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uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-



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Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States,



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whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with



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Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it



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determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.



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ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.



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D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.



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To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer SOE Software Corporation

Steven Nichols

Name (Please Type or Print)	Title
Electronically Signed	03/29/2013
Signature	Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)	Title
Electronically Signed	03/29/2013
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	SOE Software Corporation
Company Facility Address:	5426 Bay Center Drive
	Suite 525
	Tampa, FL 33609
Company Alternate Address:	
County or Parish:	HILLSBOROUGH
Employer Identification Number:	82056503



Company ID Number: 396141

North American Industry Classification Systems Code:	541
Administrator:	
Number of Employees:	20 to 99
Number of Sites Verified for:	1
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
<ul style="list-style-type: none">• FLORIDA 1 site(s)	

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name: Steven Nichols	Telephone Number: (813) 865 - 7546	E-mail Address: snichols@soesoftware.com	Fax Number: (813) 207 - 2047
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**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 43 CFR Part 12, Section 12.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). For further assistance in obtaining a copy of the regulations, contact the U.S. Department of the Interior, Acquisition and Assistance Division, Office of Acquisition and Property Management, 18th and C Streets, NW, Washington, D.C. 20240.

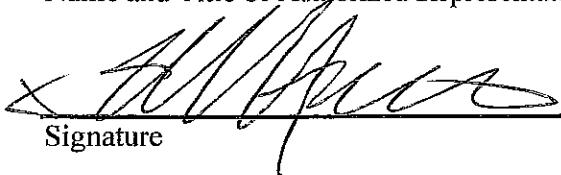
(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)

(1) The prospective participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Marc Fratello / CEO

Name and Title of Authorized Representative



Signature

03/29/2013

Date

Instructions for Certification

1. By signing and submitting this proposal, the prospective participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal” and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage Sections of rules implementing Executive Order 12549.
5. The prospective participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion”, without modification, in all covered transactions and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency.

1. SUMMARY AND BACKGROUND

The Department of the County Clerk / Election Authority of Jefferson County, Missouri is currently accepting proposals for an elections logistics and operations management system. The existing county systems for managing an election include many internally developed tools and business processes. While these processes have been extremely effective in running elections with integrity, the county is currently looking for ways to improve efficiency through technology.

The purpose of this Request for Proposal (RFP) is to solicit proposals from various candidate organizations, conduct a fair and extensive evaluation based on criteria listed herein, and select the candidate who best fulfills the business needs of Jefferson County, Missouri.

The county seat and administrative offices of Jefferson County, Missouri are located in the City of Hillsboro. The county has a population of 219,480 and approximately 144,660 registered voters. Elections are administered by the Department of the County Clerk / Election Authority.

Description of Deliverable

Jefferson County, Missouri is seeking a provider with an existing, out-of-the-box solution that utilizes the latest web-based technology. The solution must be user friendly and intuitive. It is important that the system will provide significant, demonstrated savings of staff time and effort conducting the work that is necessary to administer elections.

The county is looking for a hosted, SaaS (Software as a Service) solution. The system must be secured with industry best-practice security technologies, and accessible from any location with an encrypted internet connection. The system design and layout should be simple for users to learn and implement. It also should allow significant ongoing user configuration. Comprehensive user documentation and an ongoing support plan are also considered important aspects of the deliverable.

As improvements and upgrades are made to the system by the vendor, these improvements must be seamlessly provided and delivered to the county without business interruption. Submission must include fee structure for any customizations to system requested by and for Jefferson County.

Vendor must be able to provide on-site training. This will include availability for on-site training and support for the two day prior to and two days following the first election in which the system has been utilized.

2. PROPOSAL GUIDELINES

This Request for Proposal represents the requirements for an open and competitive process. All costs included in proposals must include any and all deliverables, ongoing support, or estimated on-site services.

3. SYSTEM REQUIREMENTS

The following requirements and criteria must be met in order to be a finalist for consideration:

- Intuitive and user friendly interface that requires minimal formal training.
- Consistency of design elements across all interfaces within the system.
- Assignment of election judges and ability to track assignments throughout the election cycle.
- A detailed report of judge assignments by precinct, including party and contact information for each judge.

- Ability to send communications to election judges.
- A letter that can be sent to each election judge that details their specific assignments for the election cycle, any assigned training, absentee ballot applications, and any other specific instructions.
- A report to ensure adequate poll worker coverage and party balance at each polling place.
- Create and manage training classes.
- Easily assign election judges to class rosters.
- A Report that lists all judges who have missed training classes, including each training class that was not attended.
- Payroll processing for election judges, including the ability to track any and all hours worked during the election cycle, as well as training, mileage, and expense reimbursements.
- A single, simple data entry interface for all payroll items.
- Must generate time reporting and expense reimbursement forms—including assigned judges—for each polling place.
- Group payroll items into multiple payment batches.
- Management reporting of aggregate payroll numbers with filtering by activity, election, training type, and/or assignment types.
- A letter that can be sent to each judge that details all work completed within an election cycle and the payroll amount for each item.
- Reminder letters that can be sent to election judges regarding upcoming assignments or training classes.
- Ability to send all letters via email or post, including label generation. The preferred communication channel (email or post) must be configurable for each recipient.
- Ensure that communications are not inadvertently sent multiple times to the same recipient.
- A report and export of all election payroll data that can be uploaded to a third-party payroll system via Excel or CSV file formats.
- Formal agreements with polling places including language that may be modified by the Jefferson County legal department. Agreements must include a section for polling place staff to review and provide up-to-date facility and contact information.
- Letter to remind each polling place of the use of their facility in an imminent upcoming election, including pertinent information for polling place staff.
- Printable lists of polling places, including detailed contact and election-day coordination information.
- Manage the optional payment of invoices for the election use of polling place facilities.
- Ability to manage voting equipment, including a detailed log and audit trail of all equipment maintenance, testing, usage, and any other event.
- Ability to assign voting equipment to a specific polling place for election-day usage.
- Ability to create and manage delivery routes to polling places, including detailed packing and equipment lists.
- Ability to generate official election notices and send these notices directly to the publishing periodical(s).
- Ability to generate official certificates of completion for the internal and public testing of election equipment.
- All election parameters must be configurable and maintainable by Jefferson County. This includes jurisdictions, districts, precincts, and offices.
- Creation of new election cycles must auto-generate election parameters, automatically adding any applicable offices to the election.
- Must be able to configure and track ballot questions.
- System-generated communications must be configurable by Jefferson County on demand within the user interfaces.
- Use industry best-practice security measures and technologies.

- Allow each of the user's access to be individually restricted and granted by system function. All rights must be configurable by the Jefferson County Clerk's office.
- Pricing must include any and all users (including temporary employees) within Jefferson County, with access to the system managed by the Jefferson County Clerk's office.
- A Single, integrated database that eliminates duplicate data entry across features and functions of the system.
- New releases of the product must be included in licensing fees. New releases must be regularly and seamlessly implemented within Jefferson County.
- New features that are designed to benefit other jurisdictions must be included in the product without additional fees or costs to Jefferson County.

4. REQUEST FOR PROPOSAL AND PROJECT TIMELINE

Request for Proposal Timeline:

Evaluation of proposals will be conducted from April 3, 2013, until April 10, 2013. If additional information or discussions are needed with any respondent during this window, the respondent(s) will be notified.

The selection decision for the winning bidder will be made no later than April 10, 2013.

Upon notification, the county will move forward with the contract and implementation planning immediately. Final contract signing will be completed upon approval of the County.

Implementation Timeline:

System implementation phase must be upon approval of the county, and system must be installed and functioning within two weeks. On-site training will also be provided as part of the implementation.

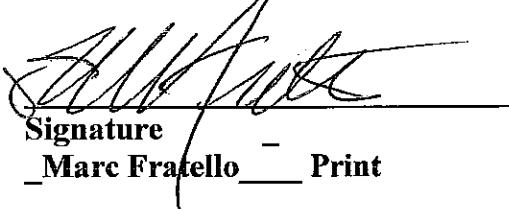
5. BIDDER QUALIFICATIONS

Bidders should provide the following items as part of their proposal for consideration:

- A minimum of at least 8 years of demonstrated expertise and experience in elections management software.
- Reference information for 2 U.S. counties currently using the system.
- Must be able to implement the system and bring it fully online for county use within 2 weeks of signing the contract.
- Must include a project plan for implementation, including resources you will assign to this project (total number, role, title, names of individuals).
- Must be able to provide on-site training and implementation services.

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this 29th day of March 2013:

SOE Software
Company Name


Signature
Marc Fratello Print

County of Jefferson, State of Missouri

Kenneth B. Waller County Executive

Company Address: _____

____ 5426 Bay Center Dr. Suite. 525 _____

____ Tampa, FL. 33609

Phone: 813-490-7133 _____

I hereby certify under section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

County Auditor

APPROVED AS TO FORM

County Counselor



SOE SOFTWARE

SOE SOFTWARE RESPONSE TO

REQUEST FOR PROPOSAL ELECTION MANAGEMENT SOFTWARE 2013

Prepared Exclusively for

JEFFERSON COUNTY, MO



Proposer Contact Information:

**Derek Hughes,
Director of Business Development
5426 Bay Center Drive Suite 525
Tampa, FL 33609
(813) 490-7133
dhughes@soesoftware.com**

INTRODUCTION

SOE Software has put together the following proposal that will help Jefferson County achieve the goals of elections logistics and operations management. The following proposal will illustrate SOE's capability to meet those goals and illustrate our experience and unique offering that has been utilized in 34 States and Territories across the country including North Carolina, South Carolina, Kentucky, Alabama, Georgia, Oklahoma, Colorado, Arkansas, Connecticut, Arizona and Virginia. SOE currently works with State, County and City-level clients across the country.

For over a decade, the SOE Clarity Software Suite - developed specifically for government elections offices – has helped numerous jurisdictions connect with voters, improve operations and streamline efforts and our nationwide community continues to grow. Now serving over 1,500 Cities, Counties and States - including 15 statewide installations, SOE Software will build your solution with the future in mind, through experienced and knowledgeable staff with service and support to automatic upgrades and enhancements that ensure your operation keep pace with ever-changing technology trends. Here's how:

EXPERIENCE

SOE Software helped create the standards behind today's election management software, and we continue to set new trends. The Jefferson County delivery will be produced by a team of the industry's best designers, programmers, content developers and project managers who use the most current standards to build accessible and interactive websites, design and architect software work flows and maintain the most robust technical infrastructures.

SERVICE

Our mission is to produce the most usable, useful and effective election management software tools. From design and development through training and launch, producing a solution to fit your needs is a collaborative effort. Our clients benefit from direct consultation with software specialists, and our commitment to your success continues long after your implementation is complete.

COMMITMENT

Each year, SOE Software releases many new features designed to enhance your products, all at no additional cost. Coupled with our community of user groups and a peer network of government professionals - and you'll have everything you need for success, now and in the future. We are your technology partner to help you stay ahead of the curve.

SATISFACTION

You are in control of your own system, and can maintain your content and data while benefiting from a continuously improving product through SOE's platform. Our software solutions have been tested and proven in the largest elections and government jurisdictions in the nation through the most rigorous scrutiny and we are still in business after 15 years. No one else matches our experience and our service to you.

The following proposal outlines your unique solution that will reduce your staff's workload, provide cutting-edge functionality and, most importantly, provide Jefferson County with a sophisticated online resource that promotes efficiency and effectiveness within your office. When it comes to expertise in elections software and web communications, there is no comparison – SOE Software will take your office to the next level. We are looking forward to working with Jefferson County to demonstrate our commitment to success.



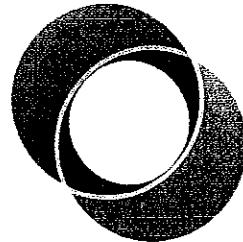
WHO IS SOE SOFTWARE?

Focused on the needs of Election Officials and their staff

SOE Software provides Elections Officials and their staff with the tools they need to optimize elections operations, to create confident voters and to manage the myriad tasks necessary to conduct a successful election. Our easily implemented software suite assists officials in all areas, by providing easy to implement election information web automation tools and accountability-based management software. SOE Software is a national software vendor dedicated to elections that has developed software products specifically for the election process.

SOE Software Highlights Include:

- Customers in 34 States & Territories
(AL, AR, AZ, CA, CO, CT, DC, FL, GA, IL, IN, KS, KY, LA, MI, MN, MS, NC, NE, NJ, NM, NY, OH, OK, PR, SC, SD, TN, TX, UT, VA, WA, WV)
- The national leader in software built for elections
- Products enhanced through collaboration with elections officials



INDUSTRY LEADING EXPERTISE

SOE Software is proud to admit our strongest advocates are our satisfied customers, election leaders across the United States. With customers in over 1,500 jurisdictions in 34 States & Territories, SOE Software is able to leverage "best practices" gained from each implementation to enhance the solutions we deliver to each new customer whether at the city, county or state level. Our extensive roster of customers spans size, demographics, geography and voting equipment type and vendor. While all modules of the Clarity Suite are system "ecumenical" when it comes to voting equipment type or vendor, SOE Software currently works with customers who utilize equipment from every major tabulation equipment vendor and all voter registration vendors.

COMPLETE SOLUTION

SOE Software's Clarity Suite incorporates web-based software solutions to assist in all areas of web-based communications. Our unified Web Communication Portal was developed from the need of Government Officials and their staff to optimize communications and provide interactive data and overall transparency to the public through a web-based, configurable platform. Built specifically for government and the public, SOE Software's Clarity Suite assists public institutions by providing social networking information, web automation, new media tools and accountability-based reporting.

PROVEN RELIABILITY

SOE Software has provided web-based, hosted software solutions to over 1,500 elections jurisdictions in 34 States & Territories across the country. Our software has been **successfully utilized in over 2,000 elections** nationwide and our infrastructure has stood the test of time and experience.

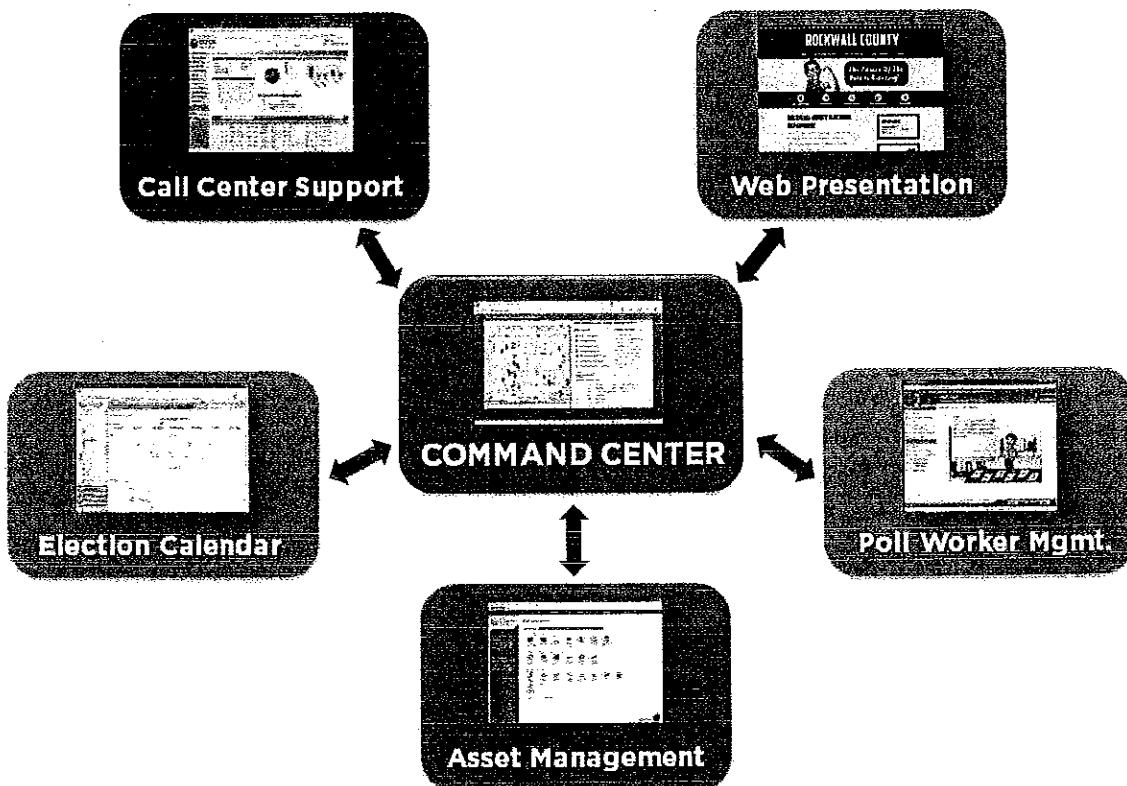
PROJECT SUMMARY

DESCRIPTION OF DELIVERABLE

Jefferson County, Missouri is seeking a provider with an existing, out-of-the-box solution that utilizes the latest web-based technology. It is important that the system will provide significant, demonstrated savings of staff time and effort conducting the work that is necessary to administer elections. The system must be secured with industry best-practice security technologies, and accessible from any location with an encrypted internet connection. The system design and layout should be simple for users to learn and implement. It also should allow significant ongoing user configuration. Comprehensive user documentation and an ongoing support plan are also considered important aspects of the deliverable.

PROPOSED SOLUTION OVERVIEW

To meet the stated goals of this RFP, SOE Software will deliver multiple solutions that communicate and aggregate data into a centralized database that can be managed with a graphical and user-friendly interface for permissioned users to oversee critical election data. The end goal will be to deliver an end-to-end solution that provides a unique value to Jefferson County Elections Office. The following sections will detail the deliverables for this solution and provide information about each component. We look forward to working with the County to meet the goals of this RFP and add Jefferson County to the growing list of jurisdictions in 34 States & Territories that currently benefit from SOE Software's solutions. The graphic below illustrates the functionality and data flow of the solution that SOE Software will customize specifically for Jefferson County.

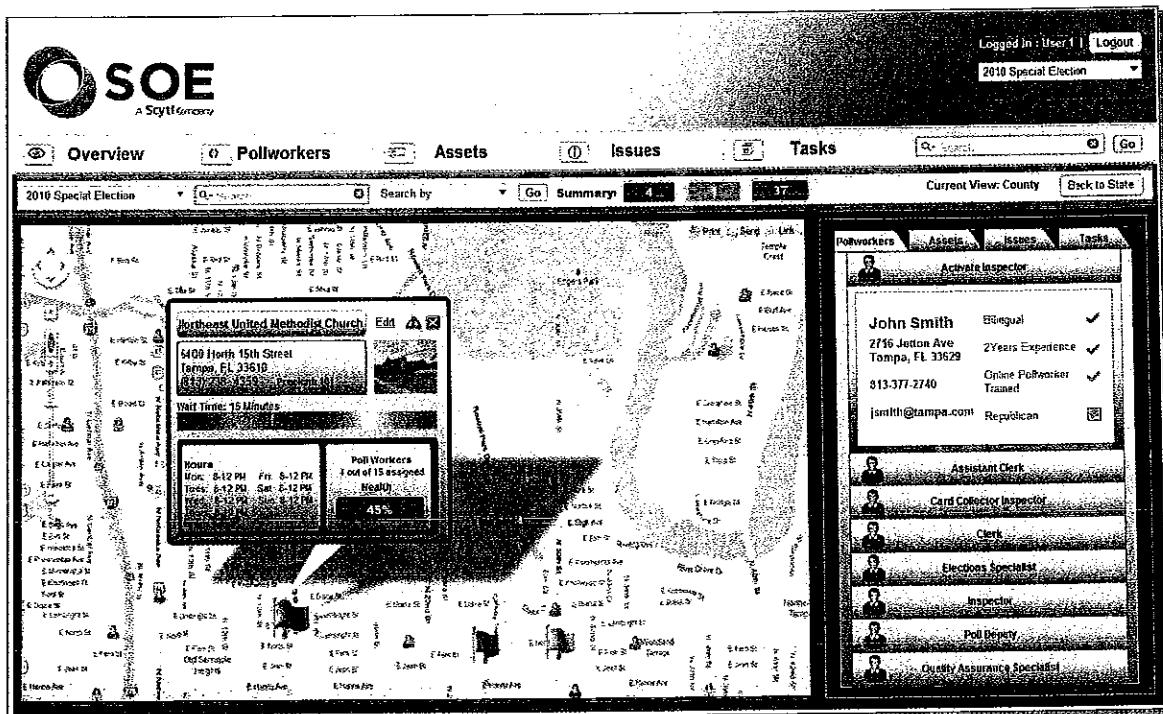




ELECTION DAY PLANNING AND COMMAND CENTER

City, County and State elections offices around the country are constantly looking for ways to improve processes for each election. Since 2002, SOE Software has assisted our 1,500 elections partners across 34 States and Territories by addressing efficiency issues. Whether its public-facing web presentations, back-end office solutions or training issues, SOE Software is a vetted and consistent provider of software solutions for elections offices across the country. For this RFP, SOE Software is proposing a unique solution that is comprised of numerous data collection tools aggregated into one, centralized software database with a graphical display.

To accomplish the goals of trouble shooting critical problems, avoiding duplication of trouble calls, speeding the resolution of problems, enhancing responses to the voting public, documenting voting machine problems, and creating reports for feedback and future improvement, SOE will employ its Call Center Support software, which is currently in use in four States. This solution displays inbound calls (issues) in a variety of ways that can be configured so that any user can monitor the number, status and resolution status of any inbound call or question. This solution enables temporary staff to answer questions and perform call logging responsibilities with minimal training. SOE's Call Center Support tool easily allows any user to document problems such as equipment failures or election judge no-shows into a database on Election Day, and as a year-round call center database.





ELECTION CALL CENTER & ISSUE TRACKING

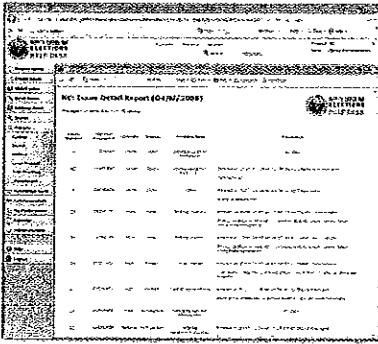
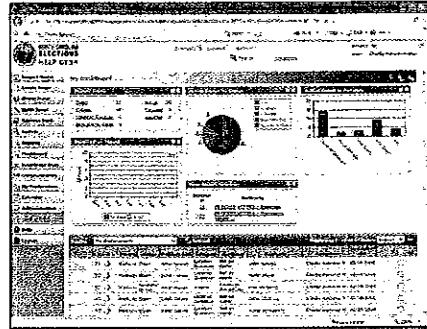
Expedite your call center tracking and reporting processes with SOE Software's web-based, centralized call center software solution. This tool provides timely and accurate resolutions to common issues, escalates critical issues to appropriate personnel, while delivering comprehensive tracking and reporting on issues as well as voting equipment issues.

ISSUE TRACKING & VOTING EQUIPMENT MANAGEMENT

- Customized for Your Office – Voting Equipment, Processes & Procedures
- Real-Time Issue Reporting – Live and On-Demand – Identify Equipment Issues
- Resolution Solution – Answers Delivered Instantly
- Knowledge Base Lookup – Integrated With Election judge Training Content
- Auto Escalation Engine – by Issue, Time, or Resource

CUSTOMIZED FOR YOUR OFFICE

Election offices vary widely across the United States. Voting equipment, Election Day processes and statutory laws are just a few of the moving parts that must be managed. This add-on module is customized for each customer to ensure the tool is an extension of their office. This customization leads directly to a higher percentage of 1st call resolutions while drastically reducing your average issue call time.



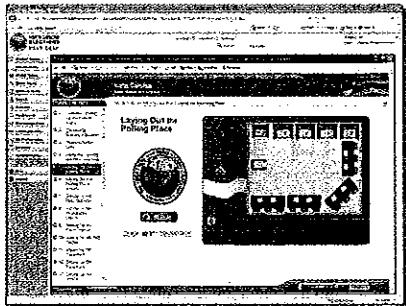
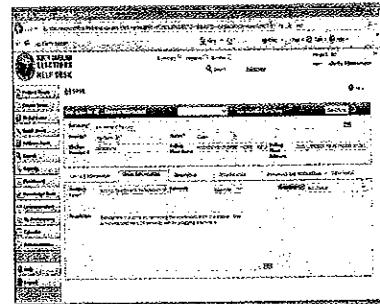
REAL-TIME REPORTING

This tool expedites issue resolution during elections by providing access to solutions and transparency to election administrators. Time is of the essence when conducting elections, so the web-based capability empowers every person in your organization with access to live **real-time** information. Administrators will know when and where supplies are low, which polling locations are experiencing difficulties, and if voting equipment was programmed correctly and is performing. Reports can be customized and run on-demand or scheduled to run periodically. Post-election audits are fast tracked with information collected throughout the election.



RESOLUTION SOLUTION

The **Clarity SUPPORT** module walks your call center staff step-by-step to a call's resolution through the customized decision tree based on your processes. Customer-defined drop down options and work flow minimizes operator error while expediting documentation. Best Practices embedded into a comprehensive knowledgebase gained through years of election experience assists in guiding operators with little or no elections experience to issue resolution.

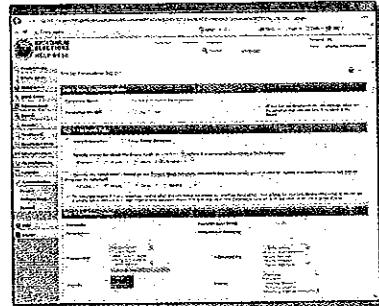


PRE-POPULATED KNOWLEDGE BASE

The **Clarity SUPPORT** module leverages a variety of pre-populated knowledge base options to aid in immediate resolution of voter, field tech, election judge and election equipment issues. Being web-based, the tool enables elections staff to search for answers on-the-fly without having to search elsewhere.

AUTO ESCALATION

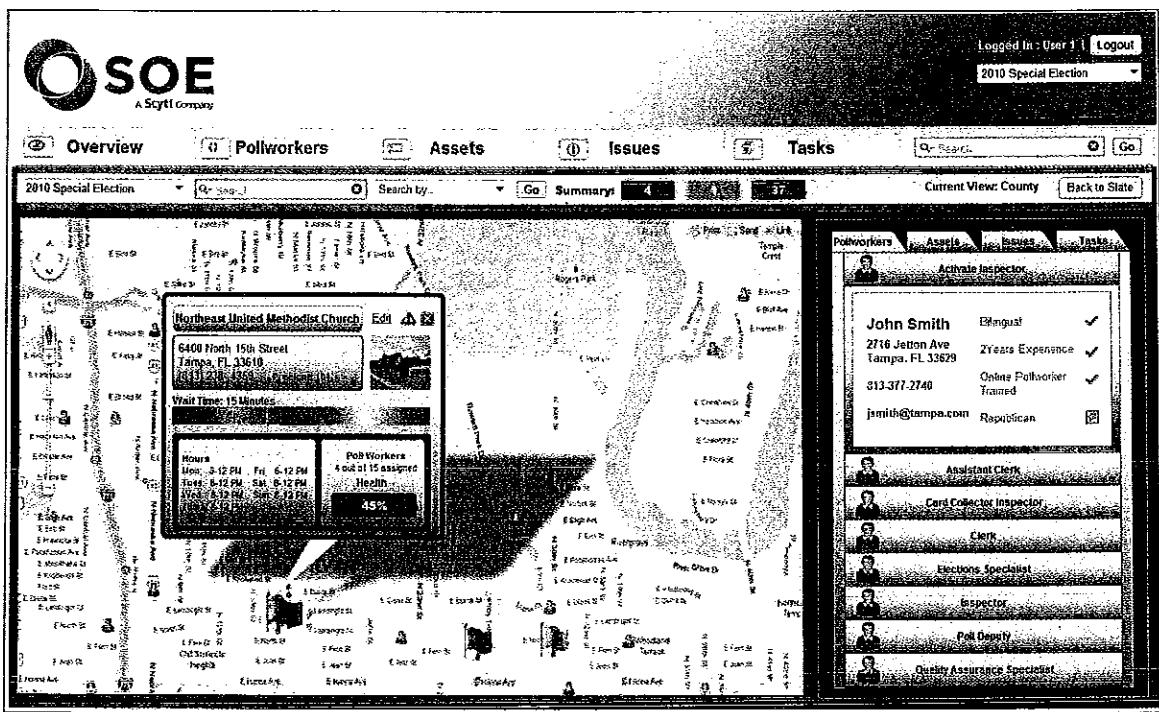
User defined rules provide for a variety of call escalation protocols within this tool. These rules ensure every issue is directed to the appropriate individual or department in the organization. Equipment issues can be escalated to field technicians via email, text message, or through direct access to the web-based tool. Administrators can automatically receive issues that require their attention. Issue escalations can also be on a time-based method, automatically notifying individuals or groups when any issue has not been edited, acted upon, or closed for a predetermined period of time. Auto escalations ensure every issue received is attended to in a timely and effective manner.



ELECTION JUDGE MANAGEMENT

Every Election Day requires an enormous amount of preparation and effort to process voters and ensure that every process and procedure is followed correctly by your temporary Election Day staff – the election judge. Simply assigning persons to locations and communicating with letters or phone calls does not ensure that your front-line workforce for elections are ready to handle the barrage of issues and questions that they will encounter at the polling place. SOE Software has been working on this issue for elections offices for more than 14 years and we have been widely credited as being the sole source for election judge preparation and management across the country – including jurisdictions as large as Los Angeles County and States like North and South Carolina, Indiana and Mississippi.

SOE Software's Election judge Management solution encompasses the entire process of preparing your election judges for Election Day. This solution provides the ability to assist in contacting election judges to verify availability through a variety of methods including email and SMS text messaging; assign election judges to precincts using a graphical interface with built-in logic to ensure the correct number of Republicans and Democrats, Men and Women, etc. are present at each location for Election Day; assign election judges to training classes that are appropriate to his/her position for Election Day **and provide Online Training content that is customized for Jefferson County**; automate communication with judges by producing letters and emails to notify workers of location assignment, position and training class dates; produce a report that can be used by the County to facilitate payroll (including time reporting, training, transportation, reimbursements, mileage, etc.); and provide historical reference of worker history, performance and worker preferences by Election Cycle.



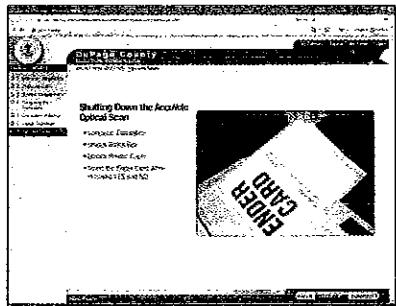
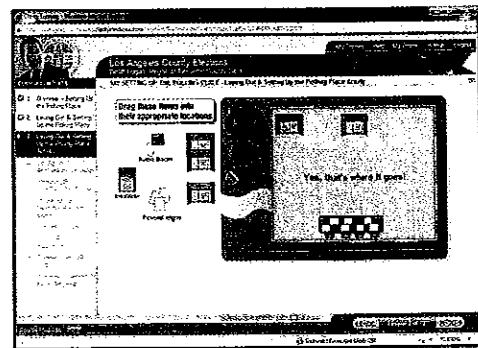
ONLINE TRAINING COMPONENT

SOE Software's Election Worker Training Platform is the nation's **leading** online training platform proven to provide customized curriculum outlining voting equipment setup, polling place procedures and Election Day processes and scenarios. Our team of instructional designers will leverage the experience of being selected to train more than 500,000 election workers in 600 jurisdictions at the City, County, and State level to provide a unique online learning experience. Years of experience working exclusively with election officials drives the development of the online training platform. Our history of successful implementations sets us apart from our competitors.

ELECTION WORKER TRAINING EXPERIENCE

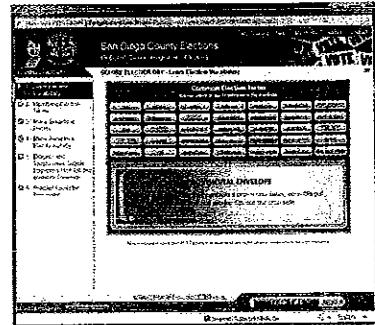
SOE's Online Training platform has been selected by more than 600 jurisdictions in 16 states including California, New York, Florida, Texas, North Carolina, Colorado, Connecticut, Kansas, Utah, South Carolina, New Mexico, Michigan, Mississippi, Indiana, Tennessee and Illinois. Direct feedback from our customers drives the development of this industry leading online training platform. The platform includes:

- Role-based scenario training
- Best practices in training
- Experience with all major voting equipment vendors



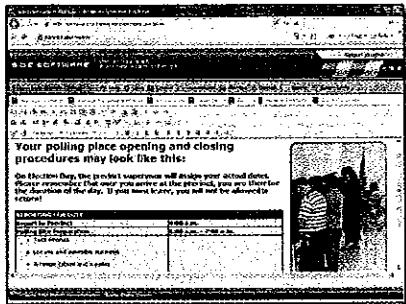
VOTING EQUIPMENT TRAINING EXPERIENCE

The SOE Software Team has produced and delivered online, interactive video training for both the Optical Scan and DRE solutions from Dominion, ES&S and Hart. The videos provided in these online training courses do not require a media player separately configured for your Internet browser. The student can stop, rewind, pause, and restart videos at any time during the lesson. These videos can greatly increase retention of Election workers' curriculum and are an integral part of student satisfaction with the training platform.



PROCESSES AND PROCEDURES

Each election jurisdiction operates in its own unique way. On Election Day it is critical your election judges are familiar with the correct processes and procedures and conduct their activities accordingly. To assist in educating election judges, our solution utilizes repeatable animated exercises empowering online learners to practice as often as they would like.

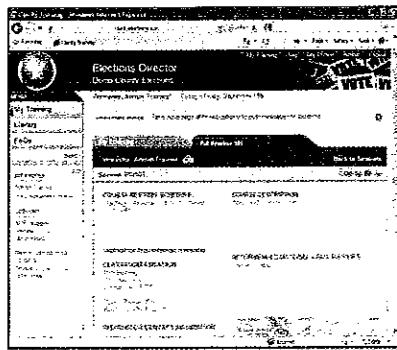
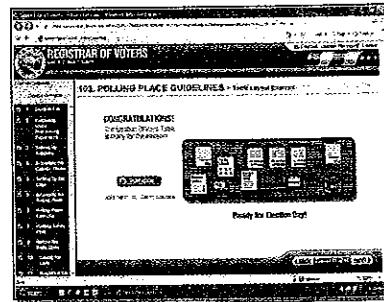


ONLINE CONTENT EDITOR WITH NO PLUGINS REQUIRED

Election training requirements are constantly evolving. It is due to this requirement that the SOE Software online training platform includes an integrated, easy to use editor for content editing. The benefit of the editor being built-in and not requiring a "plug-in" or additional software reduces the cost of editing and eliminates challenges that rise with firewalls and network requirements for third party browser add-ons.

ENGAGING INTERACTIVE ADULT LEARNING

Most adults are one of three types of learners; visual, auditory, or interactive. The online training platform is designed with these learning styles in mind ensuring all students receive consistent instruction regardless of learning style. This tool attracts and retains the attention of every Election trainee through the use of multimedia assets including video, voiceovers, and interactive "edutainment" exercises.

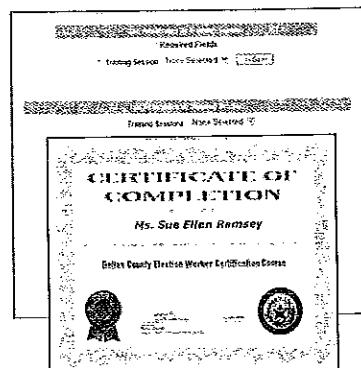


ONLINE CLASSROOM MANAGEMENT TOOL

In the ever changing elections environment flexibility is required. SOE provides a classroom management tool built to assist in streamlining efforts associated with traditional classroom training. This user-friendly portal empowers administrators, staff, and election judges to manage their classroom schedules. The unique classroom management tool reduces the risk of over booking training sessions, or under booking training facilities. Empowering your election judges with the ability to check registration status, view class availability, and reschedule a training class date, time, or location reduces inbound phone calls to your office.

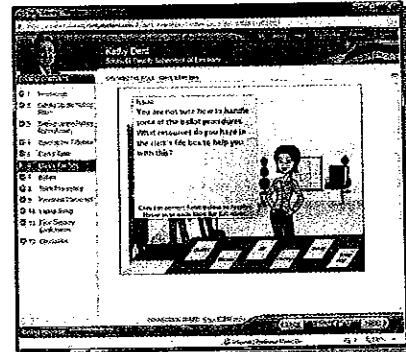
REPORTING AND CERTIFICATION

Election Administrators have the ability through the online training platform to monitor the progress of all trainees at each stage throughout the online training program. Built-in reporting tools provide a clear view of each trainee's utilization of the online training platform. Monitoring can include which questions are missed most frequently, who has passed/failed and how far along each trainee is within the training curriculum. Test bank driven assessments provide measurements of information comprehension providing an excellent opportunity for re-education of areas of weakness. Randomized questions allow for a truly certified training experience.



MULTIPLE TRAINING CURRICULUM PATHS

Many jurisdictions are unique requiring multiple training courses for various election judge duties. Online training is designed to administer multiple learning paths through each user's unique user name and password. This flexibility empowers your online learners providing content that is specific to their job on election day. Our team of instructional designers and content developers will work together with your team to define, develop, and deliver the learning paths you require.



ADMINISTRATIVE TOOLS

To effectively manage the online training platform, the tool includes permission levels that range from system administrator (total control) to content editor (may change learning content). Additionally, the program could be set by an administrator to require completion of each module before the student can advance to the next module. This would ensure that every student must pass through every assigned training course before reaching certification. System administrators have the ability to differentiate a student's workflow and testing requirements (by frequency, module, final exams, etc.). Optional modules are also available for system administrators to assign to select groups of students to train in specific areas by role.

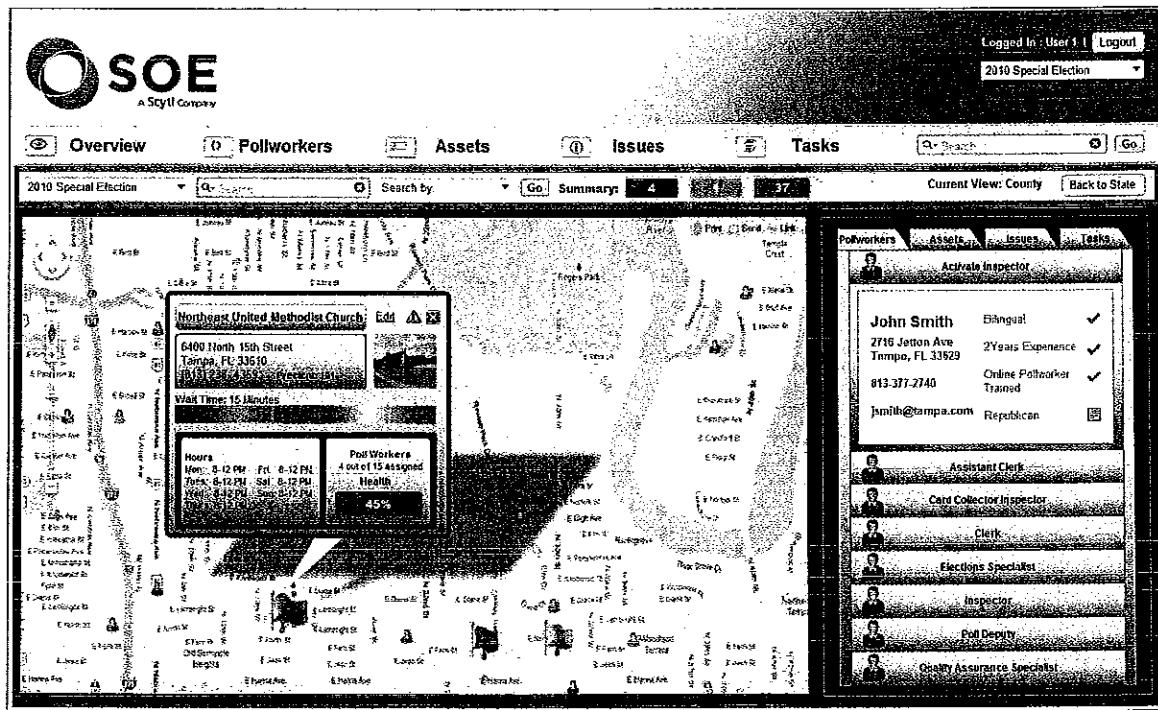
FLEXIBLE TO MEET YOUR NEEDS

This solution serves as the backbone for all of your online training. The platform is capable of sustaining an unlimited amount of training modules, so over time you can build your customized training content to your evolving needs. With the capability to work across all major web browsers (Internet Explorer, Firefox, Safari), this tool is the ultimate training solution backed by an in-house Quality Assurance staff dedicated to the success of your Online Training Platform. There are no limits to the type or volume of content you choose to add to the platform. Having successfully delivered online election judge training curriculum to numerous Premier customers across the country, SOE Software has the unique knowledge and understanding to produce personalized video and content for Jefferson County.

POLLING PLACE MANAGEMENT

In addition to the preparation for election judges that needs to be completed prior to each election, your staff also needs to plan for polling places and all the tasks that go along with that process. Aside from the physical locations to vote at, a typical elections office also needs to plan for voting equipment delivery, ADA accessibility, phone lines, power, etc., which can become a very laborious process. SOE Software is familiar with the many tasks involved with preparation and the need for an organized way to manage the completion of a structured list of tasks and management of assets coming from and going out to voting locations for Election Day.

In 2008, Los Angeles County, California (the largest voting district in the United States), selected SOE Software through a nationwide competitive RFP process to provide a solution that was assist them with managing the preparation for their thousands of voting locations, voting machines, contracts and staff. Since then, Los Angeles has incorporated SOE's Election Calendar Management solution into its day-to-day operations and other projects and experiencing even more value out of the tool. For Jefferson County, SOE will build off that success and add an additional layer of oversight that will enable the City to have a graphical component to the solution. Coupled with SOE's Asset Management software, this solution will truly be a unique value to the City. With the final product, Jefferson County will be able to easily store polling place contact information, billing information that calculates cost information for each election, stores polling place agreements, send alerts and reminders via email to the desired staff member and integrated with Microsoft Outlook for easy calendar access. Election equipment tracking will be handled by storing unique bar code information on each asset and making that information searchable by number or keyword for maximum flexibility. With the visual data mapping manager and graphical interface (see below), Jefferson County can easily manage the assignment of equipment using intuitive software that integrates with the rest of the Clarity Election Suite.



ELECTION CALENDAR & TASK MANAGEMENT COMPONENT

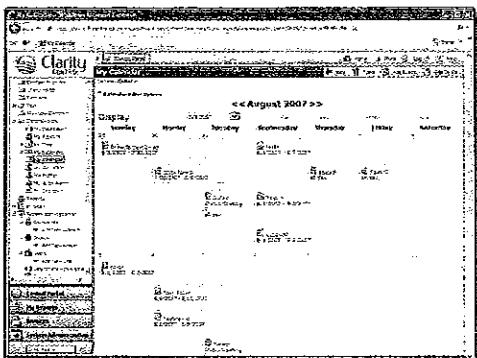
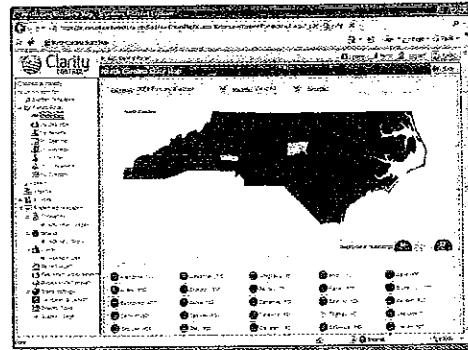
Developed and shaped from our clients, this solution enables elections offices across the country to manage multiple elections and a myriad of critical tasks while planning for contingencies. It provides each staff member with a unique and targeted view of their responsibilities by election. Managers are able to review email (from their computer, PDA, or phone) and instant messaged notifications of task status based on rules they determine (i.e. task is late by 1 day). This powerful data aggregation provides instant updates for maximum oversight without the burden of learning new software through integration with Microsoft Outlook.

HIGHLIGHTS INCLUDE

- Executive Dashboard Reporting including an Interactive Calendar
- Manage Multiple Elections or Project Simultaneously
- 100% Pre-Loaded by SOE Software - No Burden on Staff
- Interfaces with Microsoft Outlook and Microsoft Project
- Hosted Delivery - NO Hardware, Software, or Bandwidth Burden

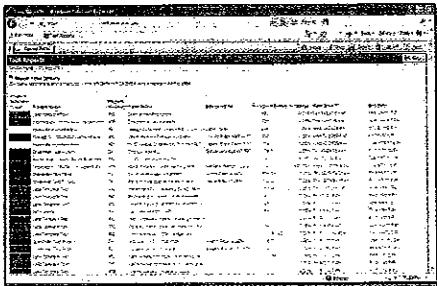
EXECUTIVE DASHBOARD REPORTING

Graphically display Election progress in a variety of manners. One display is the "Executive Dashboard". This view allows senior Elections Officials to check the status of various departments at any time. Preloaded tasks can include vendor preparation, statutory requirements, and customer preferences. Intuitive gauges provide immediate feedback into the health of each task. **RED** = Needs Immediate Attention, **ORANGE** = Monitor Closely, **GREEN** = On Time/On Schedule.



REALTIME VISIBILITY IN CALENDAR FORMAT

Interactive, personalized calendars are another project view that allows users to "drill down" on specific tasks for more information. This view may be filtered by selecting any or all elections and any or all resources. Calendars allow users to look at an individual day, week, month, or an entire year of tasks.

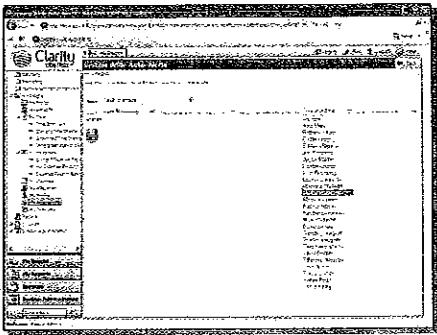
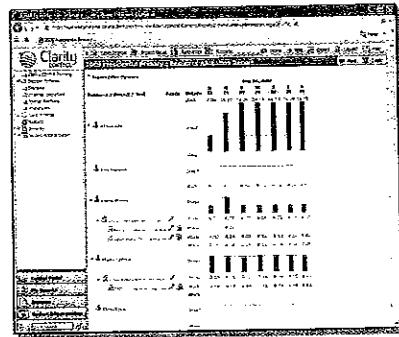


FLEXIBLE, IN-DEPTH REPORTING

During elections or after elections, seeing which tasks are in danger of falling behind or areas that need additional help are crucial tools for any elections office. This election calendar solution provides complete reporting capability on any data field in the entire platform. Ad hoc reporting allows administrators to create and save custom reports for themselves or other managers throughout the organization.

MONITOR STAFF WORKLOAD

Managers will be able to determine if they have sufficient resources to accomplish required tasks by utilizing the personnel management functionality. By adding resources such as personnel or time, Elections Officials can see the effects of their resource decision on the outcome of specific events. Burden rates for each resource may be set to assist in determining actual cost in conducting countywide or even municipal elections.



EMAIL ALERTS

Never miss an important date through the use of user-defined email alerts. This feature is designed to alert staff or managers through email when a task is scheduled to start or the status of a task has changed. With email alerts, staff members remain productive and on track when they are away from their desks.

Events that can prompt an auto-alert include:

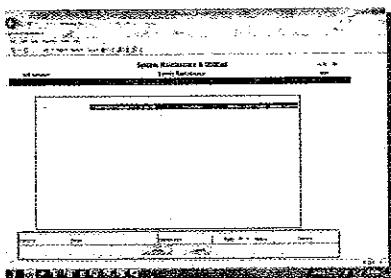
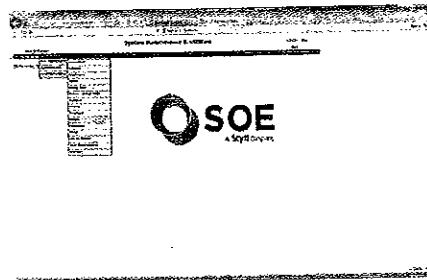
- Task Overdue
- Task scheduled to Start
- New Task Added
- Predecessor Task Complete

ELECTION ASSET TRACKING & MANAGEMENT

Have complete control over your voting equipment and election assets with SOE Software's web-based Election Asset Tracking & Management solution. With so many physical assets coming and leaving your warehouse, this solution allows you to instantly locate every piece of equipment and report on the last person had possession of that item. Accessible from anywhere with an Internet connection, the asset management solution gives you instant oversight into your organization.

WEB-BASED, ACCESSIBLE ANYTIME

Never worry about outdated spreadsheets or inconsistent, disparate data sources with Asset Tracking from SOE Software. Utilizing best practices from across the country, this tool will streamline your equipment assignment and chain of custody verification through the entire election. With permission requirements, user access can be managed easily and effectively.

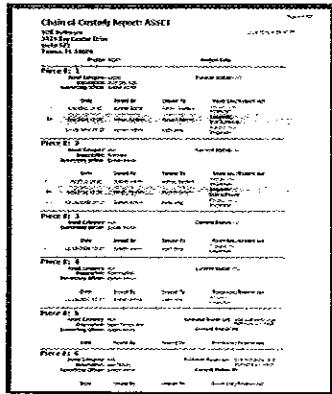


CONFIGURED FOR ELECTIONS

Conducting elections is unique to any other industry and every elections office is unique. With SOE Software's tool, you have the power to configure this solution for the custom needs and processes of your office. From custom fields to custom work flows, SOE Software works with you to meet your asset tracking needs.

AD HOC REPORTING ABILITY

With this solution, post-election audit reports can be done in minutes rather than days. Report on the history for equipment and all election assets at any time with real-time information. Any field that is used in the platform can be reported on and segmented by election, location or even user. Additionally, the Asset Tracking tool can be utilized to instantly locate records or other bulk storage items for **FOIA requests or records retention management**.



CHAIN OF CUSTODY REPORTS

Provide in-depth reporting for HAVA or state-required audit reports. With build-in, predefined reports, administrators can get a full list of all election assets along with the chain of custody instantly. The result file is a pre-formatted, official document that can be submitted as a part of a post-election audit for internal or official purposes.

Benefits Include:

- Audit Reporting
- Maintenance Records
- Digital signatures

PROVEN & TRUSTED ACROSS INDUSTRIES

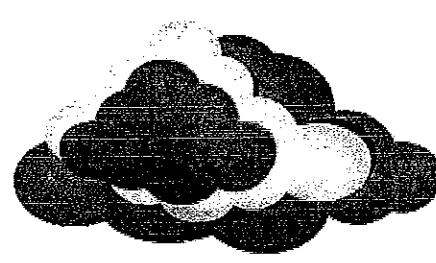
With the configurability of the Asset Tracking solution it has been proven and trusted across all industries specifically the elections world. SOE's diverse market experience of successfully implementations, combined with understanding our client's process and procedures enables us to provide the best solution for election officials across the world.

Multiple Industries Use:

- Elections
- Cruise Line Distribution Management
- Distribution
- Field Service
- Government
- Healthcare
- Manufacturing
- Public Warehousing
- Third Party Logistics
- Transportation Security

HOSTED PLATFORM

SOE Software hosts the Asset Tracking platform on a robust backbone, tested through major elections and in multiple states and counties across the country. Clients can store documents, images and any other pertinent information about any asset without burdening the existing infrastructure.



MOBILE SURVEY APPLICATION OVERVIEW

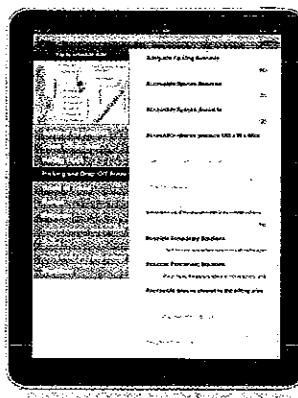
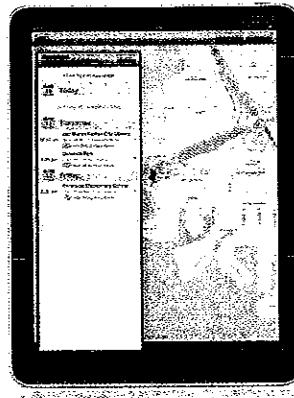
SOE Software's Mobile Survey Application, **Clarity SURVEY**, is a productivity tool aimed at reducing the effort involved with collecting data and communicating that data across your organization. **Clarity SURVEY** empowers elections offices to streamline processes and eliminate redundancies which result in higher costs and lost productivity. With built-in logic to avoid common data entry errors and the power to run on devices such as the Apple iPad and iPhone, **Clarity SURVEY** will take your data collection processes to the next level.

SCHEDULING

Scheduling and performing the numerous polling place surveys ahead of each election is an enormous task that takes time and planning. **Clarity SURVEY** advances this critical process by enabling staff to schedule resources for specific locations and allowing flexibility if an unscheduled survey needs to occur. With built-in mapping capabilities on tablets, this application leverages the power of modern technology to deliver simplified management.

SCHEDULING FUNCTIONS INCLUDE:

- Administrative Interface for Scheduling Data Collection
- Location-Based Mapping
- User-Specific Routes and Maps
- Geo-Location for Non-Scheduled Surveys



DATA ENTRY

Currently, the process for collecting and reporting data from ADA surveys, equipment manifests and other efforts is to manually write down information and then re-key that same data on a computer which leaves room for error. This solution eliminates that duplicate effort and provides a layer of validation using intuitive technology that's easy to use and instantly updates to the database. With pre-loaded forms, an effort that used to take days will now take hours.

FUNCTIONS INCLUDE:

- Signature Capture
- Picture Capture Capability (Depending on device)

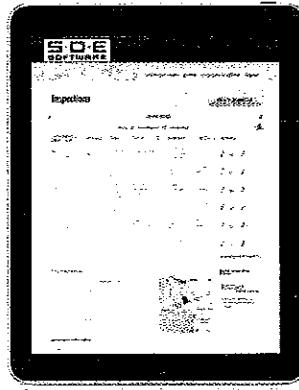
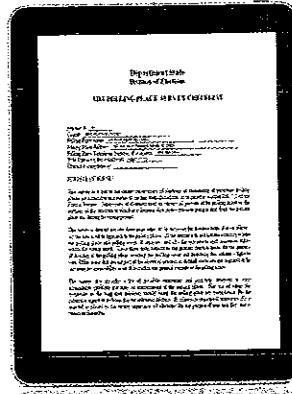


OFFICIAL DOCUMENTATION

Once data is collected in the field and sent back to the office, the next major task is placing that data onto official forms. The **Clarity SURVEY** application handles that task instantly with pre-loaded forms that automatically populate on demand. As a part of the implementation, we work with you to identify key forms and documents to use for reporting purposes and deliver everything upon implementation. The time spent filling out forms or ensuring their accuracy is virtually eliminated using this technology.

DOCUMENT FUNCTIONS INCLUDE:

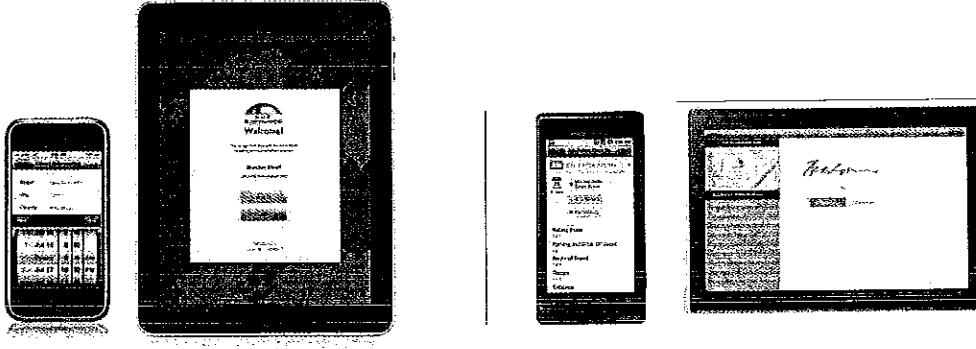
- All Data is Correctly Placed Onto Official Form
- Exportable PDF for filing purposes
- Form data is available in .csv as well



DATABASE STORAGE

In conjunction with all the other processes going on with this application, the final stop for all the information being collected is in a secure, redundant, cloud-hosted environment that you have instant access to at any time without any concern with regard to storage limit. This eliminates the need for any IT resources or additional hardware to manage the application and is available 24/7 from any computer with internet access. With intuitive search capabilities, you have the power to run detailed reports as soon as data is collected and export that data in .csv format for instant analysis or use in another application.

AVAILABLE FOR USE ON THESE MAJOR PLATFORMS:





SYSTEM REQUIREMENTS

SYSTEM REQUIREMENTS

Intuitive and user friendly interface that requires minimal formal training.

SOE Software's Election Management Software, Clarity InSite, is built specifically for ease of user interface that requires little or no formal training and very little time to manage. The value of this solution is to provide election administrators in Jefferson County with an aggregated dashboard view of all critical election information in one portal. SOE Software has delivered its Clarity Election Suite in 34 States and Territories to include 1,500 jurisdictions over the course of the past 10 years.

SYSTEM REQUIREMENTS

Consistency of design elements across all interfaces within the system.

Clarity InSite will provide Jefferson County with a consistent user interface by encompassing all data elements within the same interface. SOE's design team specializes in developing customized engaging user interfaces that simplify information and workflows for each of our clients.

SYSTEM REQUIREMENTS

Assignment of election judges and ability to track assignments throughout the election cycle.

SOE Software's Clarity InSite solution encompasses the entire process of preparing your election judges for Election Day. Our solution provides the ability to verify availability of election judges while assigning election judges to various precincts using a graphical interface with built-in logic to ensure the correct number of Republicans and Democrats, Men and Women are present at each location for Early Voting or Election Day. Additionally, throughout the election cycle, Jefferson County will have the capability to assign election judges to training classes that are appropriate to his/her position for Election Day and provide Online Training content that is customized for Jefferson County. Leveraging InSite will allow Jefferson County to track all assignments for all election judges throughout the entire election cycle allowing for a more modernized and streamlined approach with day to day operations.

SYSTEM REQUIREMENTS

A detailed report of judge assignments by precinct, including party and contact information for each judge.

SOE Software's Clarity InSite solution encompasses the entire process of preparing your election judges for Election Day. Our solution provides the ability to draft full reports of all Jefferson County's election judges to verify election judge assignments by demographics which will include, but is not limited to, contact information, party affiliation, gender, and age can be categorized into jurisdiction and/or precinct level information. InSite leverages a graphical interface with built-in logic to ensure the correct number of Republicans and Democrats, Men and Women are present at each location for Election Day. The mapping capability will be assisted by multiple report generating capabilities allow for managers to easily filter and draft reports as needed.



SYSTEM REQUIREMENTS

Ability to send communications to election judges

SOE Software's Clarity InSite solution provides the ability to assist in contacting/communicating with election judges through a variety of methods including email and text messaging. Additionally, Clarity InSite will also automate communication with judges by producing letters and emails to notify workers of location assignment, position and training class dates and produce a report that can be used by Jefferson County to assist with the day to day tasks.

SYSTEM REQUIREMENTS

A letter that can be sent to each election judge that details their specific assignments for the election cycle, any assigned training, absentee ballot applications, and any other specific instructions.

SOE Software's Clarity InSite solution encompasses the entire process of preparing your election judges for Election Day. Our solution will assist Jefferson County outreach communication efforts by sending letters out to each election judge which will detail their specific assignment for the election cycle, assigned training location / time, absentee ballot application and much more depending on the requirements of Jefferson County.

SYSTEM REQUIREMENTS

A report to ensure adequate election judge coverage and party balance at each polling place.

SOE Software's Clarity InSite solution encompasses the entire process of preparing your election judges for Election Day. Our solution provides the ability to assign election judges to precincts using a graphical interface with built-in logic to ensure the correct number of Republicans and Democrats, Men and Women, etc. are present at each location for Election Day. Additionally, the Clarity InSite solution will allow Jefferson County election officials to produce reports which will ensure adequate election judge coverage throughout the entire election cycle and polling locations.

SYSTEM REQUIREMENTS

Create and manage training classes.

SOE Software's Clarity InSite solution encompasses the entire process of preparing your election judges for Election Day. Our solution provides the ability to create, assign and manage election judges to training classes that are appropriate to his/her position for Election Day. Jefferson County will also have the capability to create and manage both in person and customized Online Training content that is customized for Jefferson County. Many jurisdictions have leveraged this form of robust management and training to enhance the county to a new level.

SYSTEM REQUIREMENTS

Easily assign election judges to class rosters.

With Clarity InSite, Jefferson County will have the easy usability to assign any and all election judges to a specific class roster that works best for the election judge and county. The integration with Clarity Training enables administrators to provide online and in-person training management with a robust reporting system.



SYSTEM REQUIREMENTS

A Report that lists all judges who have missed training classes, including each training class that was not attended.

SOE Software's Clarity InSite gives Jefferson County the ability to run reports to see who has attended each training class and who has missed each training class. Additional reports can also be generated from the online training platform allowing Jefferson County to see how well each election judge is doing on the assessments. This has been a proven solution in allowing the county to have more trust and confidence in the election judges by knowing how to assign judges according to skill level and location.

SYSTEM REQUIREMENTS

Payroll processing for election judges, including the ability to track any and all hours worked during the election cycle, as well as training, mileage, and expense reimbursements.

SOE Software's Clarity InSite solution will allow Jefferson County to manage and process all payroll functions for the election judges. Additionally, Clarity InSite will give Jefferson County the opportunity to produce a report that can be used by the County to facilitate payroll (including time reporting, training, transportation, reimbursements, mileage, etc.); and provide historical reference of worker history, performance and worker preferences every Election Cycle.

SYSTEM REQUIREMENTS

A single, simple data entry interface for all payroll items.

Jefferson County will have a simple, single data entry interface allowing for a more streamlined approach when maintaining payroll items. SOE Software has seen this as a full proof system as it allows the county officials the ability to easily handle all personnel reducing the risk of duplicate efforts and mis-management.

SYSTEM REQUIREMENTS

Must generate time reporting and expense reimbursement forms—including assigned judges—for each polling place.

SOE Software's Clarity InSite produces a report that can be used by the County to facilitate payroll (including time reporting, training, transportation, reimbursements, mileage, etc.) that can be separated by election judge for each polling location.



SYSTEM REQUIREMENTS

Group payroll items into multiple payment batches.

SOE Software's Clarity InSite produces a report that can be used by the County to facilitate payroll (including time reporting, training, transportation, reimbursements, mileage, etc.) that can be separated by election judge for each polling location. This report can be grouped into multiple payment batches.

SYSTEM REQUIREMENTS

Management reporting of aggregate payroll numbers with filtering by activity, election, training type, and/or assignment types.

SOE Software's Clarity InSite solution provides the capability to aggregate payroll and filter data by every data point available and produce a report that can be printed or exported in a variety of formats.

SYSTEM REQUIREMENTS

A letter that can be sent to each judge that details all work completed within an election cycle and the payroll amount for each item.

SOE Software's solution will assist Jefferson County outreach communication efforts by sending letters out to each election judge which will detail their specific assignment for the election cycle, assigned training location / time worked and much more depending on the requirements of Jefferson County.

SYSTEM REQUIREMENTS

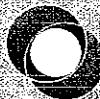
Reminder letters that can be sent to election judges regarding upcoming assignments or training classes.

SOE Software's Clarity InSite solution encompasses the entire process of preparing your election judges for Election Day. Our solution will assist Jefferson County outreach communication efforts by sending letters out to each election judge which will detail their specific assignment for the election cycle, assigned training location / time, absentee ballot application and much more depending on the requirements of Jefferson County.

SYSTEM REQUIREMENTS

Ability to send all letters via email or post, including label generation. The preferred communication channel (email or post) must be configurable for each recipient.

SOE Software's Clarity InSite has the ability to create communications including email, post and labels that can be configured by election judge for their preference.



SYSTEM REQUIREMENTS

Ensure that communications are not inadvertently sent multiple times to the same recipient.

Clarity InSite has a built in fool-proof system that will not allow for human error by inadvertently sending duplicate emails multiple times to the same recipient. The system will notify the administrator when an email is being duplicated to a recipient and will not send the additional notifications.

SYSTEM REQUIREMENTS

A report and export of all election payroll data that can be uploaded to a third-party payroll system via Excel or CSV file formats.

SOE Software's Clarity InSite solution will produce a report that can be used by the County to facilitate payroll including time reporting, training, transportation, reimbursements, mileage, etc. These reports can be export in whatever format works best for Jefferson County and any third-party payroll system that assist with these staffing tasks.

SYSTEM REQUIREMENTS

Formal agreements with polling places including language that may be modified by the Jefferson County legal department. Agreements must include a section for polling place staff to review and provide up-to-date facility and contact information.

With Clarity InSite, Jefferson County will be able to easily store polling place contact information, formal agreement documents that can be edited and billing information that calculates cost information for each election, send alerts and reminders via email to the desired staff member and integrates with Microsoft Outlook for easy calendar access.

SYSTEM REQUIREMENTS

Letter to remind each polling place of the use of their facility in an imminent upcoming election, including pertinent information for polling place staff.

Clarity InSite provides a number of communication options for outbound reminders to polling places. Whether paper letters, email letters or SMS messages, SOE's tool will assist Jefferson County with automating the process of reminding polling places of upcoming elections.

SYSTEM REQUIREMENTS

Printable lists of polling places, including detailed contact and election-day coordination information.

Jefferson County will be able to easily store polling place contact information and other specific information for each election and also send alerts and reminders via email to the desired staff member. Clarity InSite also integrates with Microsoft Outlook for easy calendar access.



SYSTEM REQUIREMENTS

Manage the optional payment of invoices for the election use of polling place facilities.

Clarity InSite has a robust framework that allows elections offices to store payment information for both election judges and polling places. This data can be viewed within the tool or exported to either Microsoft Excel or accounting software packages. With its built-in communication capacity, this information can be transmitted to other entities outside of Jefferson County's elections office.

SYSTEM REQUIREMENTS

Ability to manage voting equipment, including a detailed log and audit trail of all equipment maintenance, testing, usage, and any other event.

Clarity InSite's Equipment Management and Asset Tracking component allows your staff to not only have a master list of all assets (including paper documents) accessible in one, centralized database that can be easily indexed and searched in the case of audits and quick access. In addition, any actions taken from moving an asset within your warehouse or sending it out to a polling location to logging all steps from testing to grouping before each election. The workflow is customized specific to your unique needs and all fields are configurable, so as your organization changes, this software remains current through its flexible platform.

SYSTEM REQUIREMENTS

Ability to assign voting equipment to a specific polling place for election-day usage.

Clarity InSite's Equipment Management and Asset Tracking component enables your office to assign voting equipment to a polling location to logging all steps from testing to grouping before each election. The workflow is customized specific to your unique needs and all fields are configurable, so as your organization changes, this software remains current through its flexible platform.

SYSTEM REQUIREMENTS

Ability to create and manage delivery routes to polling places; including detailed packing and equipment lists.

Clarity InSite's Equipment Management and Asset Tracking component allows your warehouse staff to create and manage any actions taken from moving an asset within your warehouse or sending it out to a polling location to logging all steps from testing to grouping before each election including delivery routes to polling places. During implementation, SOE Software will work with Jefferson County to create a workflow customized to your workflow for packing lists and equipment lists but also include best practices learned from other large jurisdiction implementations. The software is also configurable, so as your organization changes, this software remains current through its flexible platform.



SYSTEM REQUIREMENTS

Ability to generate official election notices and send these notices directly to the publishing periodical(s).

Among the many communication capabilities of the Clarity InSite platform, sending notices either by email or by letter generated by the system is one of the many capabilities that will be available to Jefferson County.

SYSTEM REQUIREMENTS

Ability to generate official certificates of completion for the internal and public testing of election equipment.

Upon completion of the testing process of voting equipment, the Clarity InSite solution can produce a document that represents the official certification to the specifications of Jefferson County.

SYSTEM REQUIREMENTS

All election parameters must be configurable and maintainable by Jefferson County. This includes jurisdictions, districts, precincts, and offices.

The Clarity InSite solution relies heavily on data that is inputted into the database that will mostly come from the Voter Registration System or Candidate Management System. Once that data resides in the Clarity InSite database, it can be configured to illustrate scenarios for election judge assignments, precinct assignments, asset assignments and many other situations that will help Jefferson County better manage its elections. The County can choose to either keep that data separate from the Voter Registration database or merge the data back in. This is a key consideration in data management and should be carefully determined.

SYSTEM REQUIREMENTS

Creation of new election cycles must auto-generate election parameters, automatically adding any applicable offices to the election.

The Clarity InSite solution will allow a new election cycle to auto-generate the parameters for each new election while adding any and all applicable offices/locations. This will empower Jefferson County Clerk's office to simplify the election process and operations from start to finish.

SYSTEM REQUIREMENTS

Must be able to configure and track ballot questions.

The Clarity InSite solution relies heavily on data that is inputted into the database that will mostly come from the Voter Registration System or Candidate Management System. Once that data resides in the Clarity InSite database, it can be configured to illustrate scenarios for election judge assignments, precinct assignments, asset assignments and many other situations that will help Jefferson County better manage its elections. The County can choose to either keep that data separate from the Voter Registration database or merge the data back in. This is a key consideration in data management and should be carefully determined.

SYSTEM REQUIREMENTS

System-generated communications must be configurable by Jefferson County on demand within the user interfaces.

The Clarity InSite platform offers a variety of ways to configure and manage any system variables including communications. SOE's tool is very user-friendly and intuitive for an easy and simple-to-use software application that is web-based and accessible from anywhere.

SYSTEM REQUIREMENTS

Use industry best-practice security measures and technologies.

SOE Software solutions are given a top-to-bottom review before ever being delivered to a customer. This includes security testing, functional testing, user testing and verification of hosting and infrastructure. SOE builds, maintains and hosts software applications built in a variety of coding languages and employs a large team of developers to ensure we can maintain the successful use of our software.

SYSTEM REQUIREMENTS

Allow each of the user's access to be individually restricted and granted by system function. All rights must be configurable by the Jefferson County Clerk's office.

SOE Software Clarity InSite will allow the Jefferson County Clerk's Office to configure the different user's access and credentials 24/7/365. This configurability will allow for individuals to be restricted, granted and / or customized fitting the needs of Jefferson Counties operations.

SYSTEM REQUIREMENTS

Pricing must include any and all users (including temporary employees) within Jefferson County, with access to the system managed by the Jefferson County Clerk's office.

The pricing table demonstrates that any and all users including temporary employees can be granted access to the solution. The Jefferson County Clerk will have the capability to add or remove users at anytime allowing for fluid operations and efficient practices.

SYSTEM REQUIREMENTS

A Single, integrated database that eliminates duplicate data entry across features and functions of the system.

SOE Software Clarity InSite will be maintained through a single turnkey database which will eliminate duplicate efforts, data entry and transitions. This single point database will allow InSite to run smoothly through the features and functions of the system giving Jefferson County a streamlined approach.



SYSTEM REQUIREMENTS

New releases of the product must be included in licensing fees. New releases must be regularly and seamlessly implemented within Jefferson County.

Through SOE Software licensing fee Clarity InSite has been structured to allow for new and upcoming technology which will give Jefferson County regular updates. These updates will allow Jefferson County to have seamless upgrades implemented for continued usability.

SYSTEM REQUIREMENTS

New features that are designed to benefit other jurisdictions must be included in the product without additional fees or costs to Jefferson County.

Through our customer satisfaction program when a new feature is released either through development or built specifically to benefit other jurisdictions, Jefferson County will be included in the product without additional fees and/or cost.



BIDDER QUALIFICATIONS

A minimum of at least 8 years of demonstrated expertise and experience in elections management software.

SOE Software solutions have been used in the United States since 2002, with our first implementation delivered in Hillsborough County, FL, the fourth largest elections jurisdiction in the State. Our current list of clients includes 17 Statewide implementations of our Clarity Election Suite and 1,600 total jurisdictions using one or more modules.

BIDDER QUALIFICATIONS

Reference information for 2 U.S. counties currently using the system.

BUSINESS REFERENCES

CONTRACTING AGENCY NAME	CONTACT NAME & EMAIL	MAILING ADDRESS & PHONE NUMBER	APPLICABLE DATES OF CONTRACT
Los Angeles County Registrar of Voters	Dean Logan dlogan@rrcc.lacounty.gov	12400 Imperial Hwy Norwalk, CA 90650 (562) 462-2716	February 2008 to Current

DESCRIPTION OF PRIOR/CURRENT SERVICES

Los Angeles County is the largest elections jurisdiction in the United States and when they conducted a nationwide competitive RFP process for a web-based election judge management/training solution along with an election task management solution, SOE Software was selected as being the industry's best solutions for election management. With nearly 30,000 election judges and nearly five thousand precincts, reliability and scale was critical to the selection of SOE's solutions. SOE Software was the prime contractor.

CONTRACTING AGENCY NAME	CONTACT NAME & EMAIL	MAILING ADDRESS & PHONE NUMBER	APPLICABLE DATES OF CONTRACT
DuPage County Elections Commission	Bob Saar rsaar@dupageco.org	421 N. County Farm Rd. Wheaton, IL 60187 (630) 407-5627	October 2006 to Current

DESCRIPTION OF PRIOR/CURRENT SERVICES

DuPage County Election Commission is a leader in leveraging election technology to improve the service they can provide on election day and reduce the costs of running an election. DuPage County's Executive Director, Bob Saar, has been VP and President of the International Association of Clerks, Recorders, Election Officials, and Treasurers, an organization that has provided leadership to Election organizations across the country. Bob uses SOE Software's tools to provide consistent election judge training and gain insight into his organization through an election management calendar. SOE Software was the prime contractor.

CONTRACTING AGENCY NAME	CONTACT NAME & EMAIL	MAILING ADDRESS & PHONE NUMBER	APPLICABLE DATES OF CONTRACT
Santa Clara County Registrar of Voters	Elaine Larson, Interim Registrar of Voters elaine.larson@rov.sccgov.org	2310 N. First Street 100 San Jose, CA 95108 (408) 282-3003	October 2006 to Current
DESCRIPTION OF PRIOR/CURRENT SERVICES			
<p>Santa Clara County, California conducted a nationwide search for an elections-specific software provider to assist them with election judge management and election operation management in 2006. SOE Software was selected and implemented both solutions and improved the efficiency and effectiveness of their operations. In 2009, Santa Clara added on SOE's Call Center Support tool to meet a State requirement of measuring effectiveness of training and voter education efforts. Located in the heart of Silicon Valley, Santa Clara selected SOE Software because of its unique solution and elections industry experience.</p>			

BIDDER QUALIFICATIONS

Must be able to implement the system and bring it fully online for county use within 2 weeks of signing the contract.

SOE Software will implement the system and bring it fully online for Jefferson County within the designated time table listed below

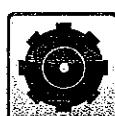
BIDDER QUALIFICATIONS

Must include a project plan for implementation, including resources you will assign to this project (total number, role, title, names of individuals).

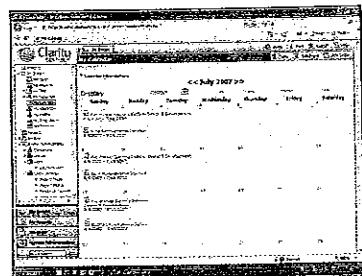
APPROACH AND WORKPLAN

The SOE Software Team will conduct this project using its experience in implementations of similar size and scope. Through the use of other SOE Software Clarity Suite modules, the SOE Team will simplify and organize this project with maximum insight.

Clarity CONTROL will be used to manage the implementation



SOE Software will provide Jefferson County with Live On-Demand visibility into the status of the project via our Online Project Management Tool. The County will be provided with secure web based access to the tool. Upon authorized access, The County will be able to view task lists, review Gantt charts and monitor customized dashboards that track the progress of the implementation process. The program is pre-loaded with the project plan which is housed on a secure server, for anytime access on any computer with internet connection.



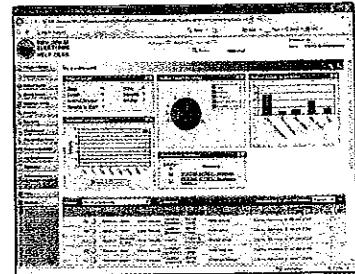


Clarity SUPPORT will be used to communicate and track issues



Support

To document and track any questions or problems in the rollout of the content management web communication software, SOE Software will provide Jefferson County with our Online Call Center Support Tool. The County will be able to view call log reports, review customized dashboards that track the progress of the implementation process and common issues. This information can then be used to communicate implementation issues to SOE Software.

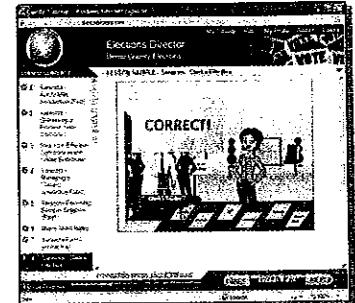


Clarity TRAINING can be used to train staff on administration



Training

SOE Software will leverage its Online Training Platform, to provide content and videos that explain the process of using the new software. **This capability is a key differentiator between the SOE team and any other respondent to this RFP.** The platform is currently being vetted by the Virginia State Board of Elections and training content can be added for instant access to uniform training for all users.



1. Project Plan

SOE Software will provide a project plan for implementation

2. Design and Planning

The SOE Software team will utilize its experience to begin the project rollout immediately following the execution of the contract. With the existing statewide contract of the Online Training platform, SOE Software will use best practices learned to approach the implementation.

3. Installation and Configuration of Hardware and Software

Jefferson County will benefit from the knowledge of the SOE Software team through previous software installations across the country. This scope and terrain of this project will not be new to the SOE Software team. Because the software is hosted, the installation is completed without the need of County resources or time. Software configuration will be managed through SOE Software initially, and then users will be trained on how to make any changes allowed by Jefferson County.

4. Data Migration

SOE Software will gather all existing materials and populate the database prior to delivery.

5. Testing

Prior to full delivery of the platform, Jefferson County will have the option to test the platform



after system training takes place. Through the course of implementation, the SOE Software team will work closely with the County to configure and populate the platform with the initial information.

6. Implementation

Through the experience of multiple statewide implementations of the Clarity Software Suite across the country, SOE Software is prepared to manage the process of meeting the intended goals of Jefferson County. With best practices learned in more than 1,500 jurisdictions across the country, the tools will integrate seamlessly with Jefferson County's operations.

7. Documentation

SOE Software's Web Communication Portal is embedded with help documentation to assist with using the tool.

8. Software Maintenance

SOE Software will provide quarterly software updates and any other software maintenance updates as needed to comply with the Software License Agreement upon agreement with the County.

9. Technical Support

SOE Software will provide Level 1 support to the County through the course of the implementation and afterward. To manage the issues that arise during this process, The SOE Software Team will rely on Clarity Support, a web-based problem-tracking tool, as the primary means of logging problems when they are discovered either by phone or email. The internal process is to log the problem into Support Force, assign a team member to solve the problem, notify you, the customer, as to the status of the problem and provide an estimated time for resolution.

10. Hosting

The Clarity Suite of Products is hosted by SOE Software through a cloud-based infrastructure. This means there will be no impact to your IT Infrastructure. The County will not have to support or maintain any application software and/or source code. This responsibility lies solely with SOE Software.

Dedicated Team

Dedicated resources will be complemented by a deep team of seasoned technology and government veterans. A dedicated Project Manager (PMP certified) will oversee the implementation of the purchased product. Separate Account Managers will be assigned to manage the implementation of that product. The entire SOE Implementation Team will personally work hand in hand with your implementation team to ensure that mutually agreed upon project goals and timelines are met.

Project Communication

All communications will be conducted through SOE's dedicated Project Manager and the assigned point of contact. SOE will be preparing and delivering a weekly Executive Summary in addition to weekly conference calls so project participants are aware of the status of the project. Additional items to be discussed will include: next steps of the project, requested materials required to move forward and any foreseeable issues.



MANAGEMENT PLAN AND TIMETABLE

The delivery of Jefferson County's services will be successfully implemented in a collective multi-phase process. The process will be interactive, collaborative and involve working closely with the state to develop customized services. These services will be co-produced with the County by capturing existing materials and then applying "best practices" from the SOE Software customer base. The outcome will be a final product that not only meets all statutory requirements (Federal, State and Local) but that is tailored for the unique needs of Jefferson County.

Project Phases

Information Gathering, Planning and Security Requirements Phase Overview

SOE Software will immediately begin executing this phase upon notification of award. This will involve making necessary contacts, setting meetings, and aligning resources for action. The planning portion of this phase is a crucial step to ensure the project begins successfully.

Implementation Phase Overview

During the implementation phase, SOE will communicate on a weekly basis. Each deliverable of each component will be reviewed and accepted by the customer. The County's point of contact will receive an approval form with detailed instructions on each of the deliverables.

Review and Delivery Phase Overview

Upon delivery of the selected modules, SOE will create a variety of training tools to teach the County how to use the system: including step-by-step demo video, online help documentation and printable PDF documentation. SOE will also deliver a variety of in-depth training tools for platform administrators. SOE will continue to provide training tips, FAQ and support once the final phase of the project is complete.

County Project Roles

Jefferson County Project Roles	Role Description	Hours Per Month	Duration
Project Manager	Jefferson County Project Lead	30	TBD
Technical Manager	IT Staff Member responsible for technical oversight and project communication for Jefferson County	10	2 months
Election Officer Coordinator	Jefferson County election officer liaison for project	30	1 month
Equipment Manager	Voting Machine/Equipment Lead coordinator. Responsible for coordination of delivery of voting equipment for Asset Management	20	1 month



Project Plan

SOE Software will provide a high-level project plan for implementation for this project (see next page)

List of High-Level Milestones

Below is a high-level summary overview of the timeline for implementing all the modules in this RFP. These dates are estimates and are entirely dependent on SOE Software receiving required data and access from Jefferson County. A detailed, task-by-task project plan built in SOE's online task management tool, Clarity Control, will be provided to the County upon execution of the contract and discussion of deliverables and deadlines.

County Time Est. (hrs)	Week	Milestone/Meeting
		Anticipated Award/Selection
		Signed Agreement
		Project Kickoff Meetings
4	Week 1	Information Gathering and Research Phase – All Modules
8	Week 2	Kickoff meeting for "Best Practices" Task review – All Modules
5	Week 2	Module-specific kickoff calls – All Modules
6	Week 3	Curriculum Outline Creation, Review, and Approval – Training Module
2	Week 3	Concept and Design Creation, Review, and Approval – Training Module
2	Week 3	Begin Configuration, Platform Setup – Asset, Call Center, Poll Worker Modules
3	Week 3	Begin Design, Data Import Setup – Precinct Management Modules
4	Week 5	Content, Text, Voice Over Creation, Review, and Approval – Training Module
8	Week 5	Scripts Created and Video Shoot – Training Module
10	Week 5	Asset Management Import – Asset Module
2	Week 6	Test Bank Setup, Test Question Creation, Review, Approval – Training Module
1	Week 6	Keyword Creation, Review and Approval – Training Module
4	Week 6	Survey Creation, Review and Approval – Training Module
3	Week 6	Asset Review – Training Module
0	Week 7	Upload Material to Platforms – All Modules
1	Week 8	Quality Assurance – All Platforms
2	Week 9	Client Delivery / Launch – Asset, Training, Call Center Modules
4	Week 9	Client Revisions Due – Asset, Training, Call Center Modules
8	Week 10	County review – Asset, Training, Call Center Modules
8	Week 13	Client Hand Off and Training – Asset, Training, Call Center Modules
8	Week 13	Client Delivery / Launch – Precinct & Poll Worker Management Modules
4	Week 14	Client Revisions Due – Precinct & Poll Worker Management Modules
8	Week 15	County review – Precinct & Poll Worker Management Modules
10	Week 18	Client Hand Off and Training – Precinct & Poll Worker Management Modules



PROJECT TEAM QUALIFICATIONS AND EXPERIENCE

The SOE Software Team has a close working relationship and will utilize regularly scheduled meetings and our web based project management tool to maintain continuity. The team has collaborated before and is continuing to work together on numerous projects nationwide.

All members of the team will have their own secure web access to the project management tool to maintain resource allocation, task status, and cost containment of the project. The project management resources of SOE Software will be in charge of supervising and managing the comprehensive delivery of the Jefferson County project.

SOE Team Member	Title & Project Role	Hours on Project
Allison McKay	VP of Client Svcs., Team Leader	10 hours / week
Wendy Williams	Dir. Client Svcs., Project Director	15 hours / week
Rocky Shirey	CIO, Software Team Lead	20 hours / week
Todd Olsen	Lead Acct. Mgr., Technical Team Lead	20 hours / week

TEAM RESUMES

ALLISON MCKAY, SOE Software Team Leader

Allison has more than 10 years of experience in the information technology and client services industry. She provides strategic planning, account management and quality assurance to clients and business partners of the company. She is responsible for oversight of client implementations, quality assurance, customer service as well as learning development and product support. She is a graduate of the University of South Florida. In addition to her years at SOE Software, Allison has held positions with Geographic Solutions, Inc. and John Hancock Financial.

Allison's career highlights include:

- Successfully implementing quality processes to support product delivery
- Managing large scale technology implementations for high profile customers



WENDY WILLIAMS, Project Director

With ten years of experience in computer hardware and software programs, Wendy has worked with state, local and federal governments to implement solid business solutions. Heading up an experienced team of account managers, Wendy ensures that every new client implementation is properly staffed and resources are allocated with the appropriate amount of time to effectively manage the work load. Her experience includes assisting medium and large agencies through all phases of implementing a complete asset tracking solution. Wendy was the lead project manager for the State of North Carolina and all 100 counties within giving her vast experience in delivering software solutions across a large spectrum of users.

Wendy's career highlights include:

- Leading project team in statewide system implementation
- Managing support staff levels of multi-county integration systems

ROCKY SHIREY, Software Team Lead

Rocky has been involved in information technology for over 30 years. With a career that started as a programmer and grew through successive positions of leadership, Rocky's background and experience make him well suited to lead a diverse technical team supporting high availability applications. Formal training in the Capability Maturity Model (CMM) and experience leading an organization to CMM Level 3, helped shape the SOE Software development process. Previously, Rocky held positions with Verizon and John Hancock Financial Services.

Rocky's career highlights include:

- Leading development of a large scale customer contact system
- Managing support of multiple high-availability financial applications

TODD OLSEN, Technical Team Lead

Todd started his professional career as a programmer and has grown into a lead role in software implementations for government. Todd's background and experience make him well suited to lead a diverse implementation team supporting clients across 25 States. Todd helped build the SOE Software implementation process by analyzing efficiencies and proposing new ways to deliver solutions on-time and on-budget.

Todd's career highlights include:

- Leading implementation team in multi-county implementation for 3 States
- Managing resource allocation and project deliverables for over 20 implementations



BIDDER QUALIFICATIONS

Must be able to provide on-site training and implementation services.

SOE Software will provide on-site training and implementation for all services purchased.

SOFTWARE DETAILS

10. Is the software provided with:

- a. On-line help facility
- b. Context-sensitive help facility

Yes

During implementation, the SOE Software Account Management Team will work with Jefferson County staff to provide help over the phone, online or in-person to ensure 100% usability and satisfaction. All of the components of the solution proposed in this RFP come with online help documentation that is context-sensitive and can be searched by keyword.

SUMMARY

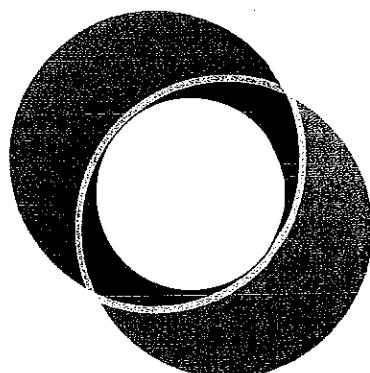
I hope this product summary shows you the value SOE Software can provide. We are an eGovernment company that specializes in elections technology and transparency and we seek to provide you with a long-term partner that looks ahead to the future of technology so you can focus on the other numerous tasks at hand. Below you will find my contact information if you should want to contact me for any questions.

SOE Software aims to build a long-lasting partnership with Jefferson County to provide elections technology to voters, the media and the public. I look forward to earning your business and personally assisting in any way I can to bring solutions that provide the most value to your operation.

Thank you, again, for your time and consideration!

Sincerely,

Derek Hughes
Director of Business Development
SOE Software Corporation
dhughes@soesoftware.com
(813) 490-7133 (Office)
(813) 503-6654 (Mobile)
www.soesoftware.com



SOE
A **Scytl** Company



SOE SOFTWARE

SOE SOFTWARE PRICING

REQUEST FOR PROPOSAL ELECTION MANAGEMENT SOFTWARE 2013

Prepared Exclusively for

JEFFERSON COUNTY, MO



Proposer Contact Information:

Derek Hughes,
Director of Business Development
5426 Bay Center Drive Suite 525
Tampa, FL 33609
(813) 490-7133
dhughes@soesoftware.com



PROPOSED PRICING RESPONSE

The following outlines our pricing model for SOE Software's Web-Based Election Solutions. This model includes all required content and also includes customization for Jefferson County.

SERVICE COST PROPOSAL TABLES

The scenario below illustrates an implementation cost. These fees include the comprehensive project management process of implementation, installation and training. These tools are all "turn-key" and all content and configuration is included for all modules. Payment for the first year's is due within 90 days of contract execution. Payment for additional years is due on the anniversary date of contract execution.

PRECINCT MANAGEMENT MODULE		
Deliverable	Total Cost	Annual Assurance
1st Year – License Purchase, Hosting and Support <i>Includes:</i> ▲ Software License ▲ Implementation ▲ Training ▲ Technical and User Documentation	\$ 45,268	INCLUDED
2nd Year - Hosting and Support		\$ 7,696
3rd Year - Hosting and Support		\$ 7,696

ASSET MANAGEMENT MODULE		
Deliverable	Total Cost	Annual Assurance
1st Year – License Purchase, Hosting and Support <i>Includes:</i> ▲ Software License ▲ Implementation ▲ Training ▲ Technical and User Documentation	\$ 45,648	INCLUDED
2nd Year - Hosting and Support		\$ 7,872
3rd Year - Hosting and Support		\$ 7,872



ELECTION OFFICER MODULE		
Deliverable	Total Cost	Annual Assurance
1st Year – License Purchase, Hosting and Support <i>Includes:</i> ▲ Software License ▲ Implementation ▲ Training ▲ Technical and User Documentation	\$ 46,229	INCLUDED
2nd Year - Hosting and Support		\$ 8,023
3rd Year - Hosting and Support		\$ 8,023

ELECTION OFFICERS TRAINING MODULE		
Deliverable	Total Cost	Annual Assurance
1st Year – License Purchase, Hosting and Support <i>Includes:</i> ▲ Software License ▲ Implementation ▲ Training ▲ Technical and User Documentation	\$ 28,837	INCLUDED
2nd Year - Hosting and Support		\$ 4,902
3rd Year - Hosting and Support		\$ 4,902

CALL CENTER MODULE		
Deliverable	Total Cost	Annual Assurance
1st Year – License Purchase, Hosting and Support <i>Includes:</i> ▲ Software License ▲ Implementation ▲ Training ▲ Technical and User Documentation	\$ 36,458	INCLUDED
2nd Year - Hosting and Support		\$ 6,197
3rd Year - Hosting and Support		\$ 6,197



ALL MODULES TOGETHER – DISCOUNTED PRICE

Deliverable	Total Cost	Annual Assurance
PRECINCT MANAGEMENT MODULE	\$ 45,268	
ASSET MANAGEMENT MODULE	\$ 45,648	
ELECTION OFFICER MODULE	\$ 46,229	
ELECTION OFFICERS TRAINING MODULE	\$ 28,837	
CALL CENTER MODULE	\$ 36,458	
1st Year – License Purchase, Hosting and Support		
Includes:		INCLUDED
▲ Software License		
▲ Implementation		
▲ Training		
▲ Technical and User Documentation		
	TOTAL \$ 202,440	
	* Bundle Savings: \$ 50,610	
	TOTAL AFTER SAVINGS	
	\$ 151,830	
2nd Year - Hosting and Support		\$ 26,199
3rd Year - Hosting and Support		\$ 26,199

* THREE year discount for Complete Package Discount – 25%

ASSUMPTIONS

This proposal assumes the following statements are true:

- Jefferson County can offer the appropriate amount of time and resources to the SOE Software team to complete the project within the specified time frame
- Requirements for the project have been fully disclosed by Jefferson County
- County resources (personnel, electronic documents, current video) will be available to assist in the completion of this project
- Jefferson County can grant access to information systems in order to populate pre-enrollment of election worker data.
- The County will designate a Project Manager who will be SOE Software's primary contact for all project-related interactions. The County Project Manager will be responsible for coordinating acceptance of deliverables and approval of change requests on behalf of the County
- Our price includes all labor, and materials
- Neither party shall be responsible for any incidental, special or consequential damages, and the total liability for all parties will be limited to the total cost of the project



SUMMARY

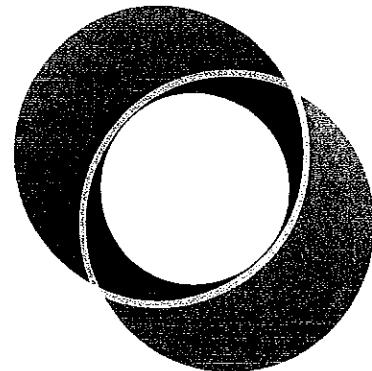
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