REQUEST FOR PROPOSAL

For the Purchase of An Electronic Pollbook Laramie County Clerk

Closing Date: August 11, 2025

Purpose

Laramie County is soliciting proposals from qualified vendors to provide the County Clerk's Office with an electronic pollbook for voter check-in and same day registration on Election Day that is accurate, secure, efficient, user friendly, and cost-effective.

Definitions

The County Clerk is the chief election officer for Laramie County. (W.S. 22-2-103) Electronic pollbook is defined in W.S. 22-1-102(a)(xxii). Qualified elector is defined in W.S. 22-1-102(a)(xxvii). Registration is defined in W.S. 22-1-102(a)(xxvii)

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1.0 PURPOSE & OVERVIEW

Laramie County is soliciting competitive sealed proposals from qualified vendors to provide an electronic pollbook for voter check-in and same day registration on Election Day. Qualified vendors must be EAC certified.

2.0 SCOPE OF SERVICES

Scope of Work:

A. At a minimum, a selected vendor will be required to furnish a system that provides the following:

- 1) A method to electronically search for eligible voters at vote centers on Election Day or at early voting sites;
- 2) A method to ensure that updated voter registration information can be communicated to the pollbook on any day or days on which voting is being conducted in real-time, including, but not limited to, whether an individual had already voted, where that individual voted, and by what method that individual voted;
- 3) A method to ensure that a voter is properly identified so that the voter is given the correct ballot;
- 4) A method to electronically record in real time the fact that a voter has cast a ballot in an election, whether on election day, by mail, during early voting or at another vote center;
- 5) A method to electronically identify, list and communicate in real time to the pollbook all voters who may have previously cast a ballot in the same election, whether on Election Day or by mail ballot, by early voting ballot or at a vote center so as to prevent such voter from casting another ballot in the same election;
- 6) A method to access real time voter turnout information and statistical updates;
- 7) A method to register a voter for the first time (same day registration) or change a voter's name, political party affiliation (except in primary elections) or residence address;
- 8) A method to scan a voter's Wyoming driver's license or identification card;
- 9) A method that allows poll workers to notate the documents produced by a voter as proof of identity, citizenship and residency;
- 10) A system that is secure and will prevent any unauthorized access to or dissemination of sensitive or confidential voter information:
- 11) A system that is highly configurable and customizable;

- 12) A system that will be compatible and work seamlessly with the State's voter registration system;
- 13) A system that will be compatible with Election Systems and Software (ES&S) equipment and software operating system variables;
- 14) A system that is well documented and will enable the County to assume in-house setup, operations and maintenance, subject to applicable license agreements;
- 15) A method of providing poll workers with the ability to reconcile the number of voters checked in and the number of same day registrants;
- 16) The ability to function if network connection fails, and the ability to resync data when the network connection resumes;
- 17) The system, including all hardware, software and other aspects, must fulfill any and all state and federal certification requirements prior to implementation by the County during an election cycle. The vendor shall be responsible for obtaining all necessary state and federal certifications and renewals thereof; and,
- 18) The system shall be responsive to any applicable federal and state legislative changes affecting registration and voting.

B. Hardware and Network Requirements

- 1) All hardware, with the exception of the ballot printers, is to be provided by the vendor.
- 2) The vendor shall be responsible for providing an option for network connectivity via a secure connection from each device. All devices should be able to run without network connectivity and reconcile when connectivity resumes.

C. Software and Database Requirements

- 1) The vendor shall provide a secure hosted database in the United States with access limited to specified IP addresses.
- 2) The vendor will maintain the most current software/firmware releases on all devices.
- 3) The database/software will be limited to specific named users, and all activity shall be logged.
- 4) The vendor will be responsible for assuring access is limited to the least privilege needed for functionality.
- 5) The vendor will ensure compatibility with the scanning functionality of Wyoming driver's licenses and update formatting should the State change its formatting.

D. System Security

- 1) The vendor will limit access on the devices via an MDM or other solution to ensure only allowed applications may be run on device.
- 2) The vendor will be responsible for providing all security updates.
- 3) The vendor shall be responsible for monitoring active threats and patching any known vulnerabilities immediately.

E. Provides training upon initial installation and upon subsequent updates on:

- 1) Usage and functionality of the system, including categorizing transaction types for service
- 2) Support
- 3) Reporting capabilities, including analytics
- 4) Management capabilities

F. Communication Requirements

- 1) The vendor will provide regular check-ins to discuss upcoming elections and their timelines.
- 2) The vendor will designate a specific individual(s) who will serve as primary point of contact for the county.

Additional Notes:

- A. Lump sum base bid. The bidder agrees to accept as full payment, as herein specified, bid based upon the undersigned's own estimate of quantities and costs.
- B. The respondent shall provide the following information for each proposed system:
 - 1. A complete proposal including all related costs for providing the equipment, supplies and installation as outlined above.
 - 2. Delivery of all equipment, supplies, and installation.
 - 3. Enter into a written contract for work with Laramie County.
 - 4. Contractor shall comply with all applicable Federal and State statutes and regulations as well as local ordinances.

- C. The person or persons provided by the respondent to complete work shall be fully qualified to provide said services.
- D. All work provided by the respondent shall be in conformance with local, State and Federal rules and regulations.
- E. All equipment shall be responsive to the needs of the County, shall be performed in accordance with County programs, policies and procedures, and shall utilize appropriate methods and techniques.

3.0 GENERAL TERMS & CONDITIONS

3.1 RFP Closing Date

Proposals must be received by the Laramie County Clerk's Office at 309 West 20th Street, Cheyenne, Wyoming 82001 no later than 2:00 p.m., local time, on August 11, 2025. Proposals received after this time will not be considered.

3.2 Delivery of Proposals

All proposals shall be sealed and delivered or mailed to (faxes and emails will not be accepted):

Debra Lee, County Clerk 309 West 20th Street Cheyenne, WY 82001 Debra or Dale 307-633-4264

3.3 Pre-proposal Information

No specific pre-proposal meeting will be held. Each respondent shall contact the Laramie County Clerk to discuss the proposal with the County if needed and for tours.

3.4 Public RFP Opening

Only the names of the firms submitting proposals will be read aloud at the RFP opening. The proposals will be available for inspection during normal business hours in the Laramie County Clerks Office within three (3) working days of the closing date, by appointment.

A complete tabulation of proposals will be available after it is completed. Bid opening will occur on August 11, 2025 at 2:15pm at the address above.

Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public RFP openings or meetings should contact the Laramie County Maintenance Department in Cheyenne at, (307) 633-4341 at least five (5) days prior to the date.

3.6 Proposal Form

- A. See Submittal Requirements for complete details.
- B. Each respondent shall submit THREE (3) complete sets of the proposal form, one marked "ORIGINAL" and TWO (2) marked "COPY". The proposal shall be submitted on an exact copy of the attached proposal form
- C. The proposal form must be signed by an official authorized to legally bind the respondent to all RFP provisions contained herein.
- D. Terms and conditions differing from those in this RFP may be cause for disqualification of the proposal.

3.7 Questions Concerning RFP

Questions concerning any portion of this RFP should be directed in writing to the Laramie County Clerk named below, who shall be the official point of contact for this RFP. Mark cover page or envelope(s) "Questions on Laramie County Clerk project." Submit questions to:

Debra Lee Laramie County Clerk 309 W. 20th Street Cheyenne, WY 82001 307-633-4264

3.8 Clarification and Addenda

It is incumbent upon each respondent to carefully examine all specifications, terms, and conditions contained herein. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing, (facsimile transmissions acceptable) through the Manager named above. The County will not be responsible for any oral representation(s) given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given.

If it becomes necessary to revise or amend any part of this RFP, notice may be obtained by accessing the County website. Respondents in their proposal must acknowledge receipts of amendments. Each respondent should ensure that they have received all addenda and amendments to this RFP before submitting their proposal. Please check the Laramie County website at http://www.laramiecountywy.gov for any addenda.

3.9 Award

The County reserves the right to award the contract to the respondent(s) that the County deems to offer the best overall proposal(s). The County is therefore not bound to accept a proposal on the basis of lowest price. In addition, the County at its sole discretion, reserves the right to cancel this RFP, to modify the quantities of product we purchase, to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the County to do so. The County also reserves the right to make multiple awards, based on experience and qualifications if it is deemed to be in the County's best interest.

3.10 Contract

The contents of this RFP and all provisions of the successful proposal deemed pertinent by the County may be incorporated into a contract and become legally binding. A separate contract document will be issued.

The Board of County Commissioners is the sole Contracting Officer for Laramie County, Wyoming, and only he/she or his/her designee is authorized to make changes to any contract.

The County shall be responsible for only those orders placed by the County on an authorized signed Purchase Order or Price Agreement. The County shall not be responsible for any order, change, substitution or any other discrepancy from the Purchase Order or Price Agreement. If there is any question about the authenticity of a Purchase Order, Price Agreement or change order, the respondent should promptly contact the Laramie County Clerk at (307) 633-4264.

3.11 Disclosure of RFP Content

All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of any proposal does not affect this right.

3.12 Respondent's Responsibility

A respondent, by submitting a proposal represents that:

- A. The respondent has read and understands the RFP in its entirety that and the proposal is made in accordance therewith, and
- B. The respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County, and;
- C. Before submitting a proposal, each respondent shall make all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made by Laramie County upon which the respondent will rely. If the respondent receives an award because of its proposal submission, failure to have made such investigations and examinations will in no way relieve the respondent from its obligations to comply in every detail with all provisions an requirements of the contract, nor will a plea of

ignorance of such conditions and requirements be accepted as a basis for any claim by the respondent for additional compensation or relief.

3.13 Payment Terms

The County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of contract) of the invoice(s) or receipt of all products or services ordered.

3.14 Conflict of Interest Disclosure Form

All respondents shall complete and have notarized the attached disclosure form of any potential conflict of interest that the respondent may have due to ownership, other clients, contracts, or interest associated with this project.

3.15 Minor Irregularities

The County reserves the right to waive minor irregularities in proposals, providing such action is in the best interest of the County. Minor irregularities are defined as those that have no adverse effect on the County's best interests, and will not affect the outcome of the selection process by giving the respondent an advantage or benefit not enjoyed by other respondents.

3.16 Deviations

All proposals must clearly and with specific detail, note all deviations to the exact requirements imposed upon the respondent by the General Terms & Conditions. Such deviations must be stated upon the Proposal Form; otherwise Laramie County will consider the subject proposals as being made in strict compliance with said General Terms & Conditions to respondents; the respondent being held therefore accountable and responsible. Respondents are hereby advised that Laramie County will only consider proposals that meet the exact requirements imposed by the General Terms & Conditions; except, however, said proposals may not be subject to such rejection where, at the sole discretion of Laramie County, the stated deviation is considered to be equal or better than the imposed requirement and where said deviation does not destroy the competitive character of the RFP process by affecting the amount of the proposal such that an advantage or benefit is gained to the detriment of the other respondents.

3.17 Selection Criteria

Each proposal shall be evaluated using the following criteria:

- 1. Proper submittal of ALL documentation as required by this proposal
- 2. Overall scope and quality of the proposed project
- 3. Meeting or exceeding the requirements of the RFP
- 4. Quality and compatibility of the work proposed
- 5. Ability to accomplish project in a timely manner
- 6. The benefits to Laramie County as it pertains to:
 - a. Related experience in the areas covered in the RFP

- b. Past record of performance on contracts with government agencies and private industry with respect to such factors as control of costs, quality of work and ability to meet schedules
- c. Experience, ability and overall quality of past and current projects

3.18 Termination / Cancellation of Contract

The County reserves the right to cancel the contract without cause with a minimum thirty (30) days written notice. Termination or cancellation of the contract will not relieve the respondent of any obligations for any deliverables entered into prior to the termination of the contract (i.e. reports, materials, statements of accounts, etc., required and not received). Termination or cancellation of the contract will not relieve the respondent of any obligations or liabilities resulting from any acts committed by the respondent prior to the termination of the contract.

3.19 Incurred Expenses

This RFP does not commit Laramie County to award a contract. Nor shall Laramie County be responsible for any cost or expense which may be incurred by the respondent in preparing and submitting the proposal called for in this RFP, or any cost or expense incurred by the respondent prior to the execution of a contract agreement.

3.20 Presentations by Respondents

Laramie County, at its sole discretion, may ask individual respondents to make oral presentations and/or demonstrations without charge to the County.

The County reserves the right to require any respondent to demonstrate to the satisfaction of the County that the respondent has the fiscal and managerial abilities to properly furnish the services proposed and required to fulfill the contract. The demonstration must satisfy the County and the County shall be the sole judge of compliance.

Respondents are cautioned not to assume that presentations will be required and should include all pertinent and required information in their original proposal package.

3.21 Minimum Specifications

The specifications listed in the Scope of Service are the minimum required performance specifications for this RFP. They are not intended to limit competition nor specify any particular respondent, but to ensure that the County receives quality services.

3.22 Respondent's Personnel

The respondent shall be responsible for ensuring that its employees, agents and subcontractors comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position.

3.23 Claim Notice

The respondent shall immediately report in writing to the County's designated representative or agent any incident which might reasonably be expected to result in any claim under any of the coverage mentioned herein. The respondent agrees to cooperate with the County in promptly releasing reasonable information periodically as to the disposition of any claims, including a resume' of claims experience relating to all respondent operations at the County project site.

3.24 Proposal Acceptance/Rejection

The County reserves the right to accept or reject any or all proposals received as a result of this RFP, or to negotiate separately with competing respondents, and to waive any informalities, defects, or irregularities in any proposal, or to accept that proposal or proposals, which in the judgment of the proper officials, is in the best interest of the County.

4.0 SUBMITTAL REQUIREMENTS

Proposals shall include all of the information solicited in this RFP, and any additional data that the respondent deems pertinent to the understanding and evaluating of the proposal. Proposals shall be organized and sections tabbed in the following order. The respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. All proposals shall include at minimum:

Tab 1 – Respondent's Profile

A brief profile of the firm, including a brief history of the company and related work experience.

Tab 2 - Completed Proposal Form (use attached form)

Tab 3 – References

List at least three (3) recent references where the equivalent projects have been conducted within the past five years.

Tab 4 – Conflict of Interest Disclosure Form

All respondents shall properly complete, have notarized and attach with their proposal the attached notarized disclosure statement. The Officers and Significant Stakeholders form shall also be completed and be submitted behind this tab.

Tab 5 - Other Information

Include any additional information you believe will assist the County in the selection process of qualified respondents. Please be succinct.

5.0 Disclosures

The laws of Wyoming require that the contents of all proposals shall be placed in the public domain and be open to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld if clearly identified as such in the proposal. The entire proposal cannot be designated as proprietary or a trade secret. If a request is received to examine portions designated as proprietary or a trade secret, Laramie County will notify the vendor to permit the vendor to defend the proprietary nature of the information.

If a respondent discovers any ambiguity, conflict, discrepancy, exclusionary specifications, omission, or other error in this document, the respondent shall immediately notify the issuing office. If a respondent fails to notify the issuing office of any error, ambiguity, conflict, discrepancy, exclusionary specifications, or omission, the respondent shall submit a response at its own risk and under such conditions. If the respondent is awarded a contract, then such respondent will not be entitled to additional compensation, relief, or time by reason of the error or its later correction.

Following the award of the contract, responses to this proposal are subject to release as public information unless specific parts of the response can be shown to be exempt from the laws of the State of Wyoming. Respondents are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. Laramie County assumes no obligation or responsibility for asserting legal arguments on behalf of potential respondents.

If a respondent believes that parts of a proposal are confidential then the respondent must so specify. The respondent must mark in bold red letters the term "CONFIDENTIAL" on that part of the response, which the respondent believes to be confidential. The respondent must submit in writing specific detailed reasons, including any relevant legal authority, stating why the respondent believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. Laramie County will be the sole judge as to whether a claim is general and/or vague in nature. All parts of proposals, which are not marked as confidential, will be automatically considered public information after the contract is awarded. The successful proposal may be considered public information even though parts are marked confidential.

All records, including digital information, video tapes and audio tapes, related to the contract services performed for the County shall be subject to the Wyoming Public Records Laws and shall be maintained and made available in accordance with those laws and public records policies and procedures of the County. Records shall be made available to the County without question upon request of the County, in accordance with the requirements of law. Citizen requests for such records shall be processed through the County. All records, including all types of electronic records, related to the contract and services performed there under shall be the property of the County at the end of the contract, or at the end of the County's fiscal year, or upon demand of the County, whichever occurs first. The County shall specify the minimum records to be maintained by the respondent. The respondent may maintain additional records at its discretion. Proposals must be signed by a person authorized to commit the respondent to provide the services requested in this RFP. Submission of a signed proposal will be interpreted to mean the

respondent has agreed to all terms and conditions set forth in all of the sheets which make up this RFP.

Laramie County accepts no obligations for the costs incurred in responding to this RFP in anticipation of being awarded a contract. Laramie County reserves the right to reject any and all submitted proposals. It is understood that all proposals become the property of Laramie County and will be available for public inspection. No obligation is made by retention of these proposals, nor is Laramie County committed to awarding a contract as a result of this RFP.

Each respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this proposal. Examples of potential conflicts may include an existing business or personal relationship between the respondent, its principal or any affiliate or subcontractor, with Laramie County or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the respondent, the principals, or an affiliate or subcontractor, with any employee of Laramie County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict should be disclosed. Failure to disclose any such relationship or reveal personal relationships with Laramie County employees may be cause for contract termination. Laramie County will decide if an actual or perceived conflict should result in proposal disqualification. By submitting a response to this RFP, all respondents affirm that they have not given, nor intend to give, any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, tip, favor, or service to a Laramie County employee or representative in connection with the procurement.

Governmental Immunity

Laramie County does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. 1-39-101 *et seq.*, by issuing this RFP or by entering into any subsequent agreement. Further, Laramie County fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this RFP or any subsequent agreement.

Indemnification

To the fullest extent permitted by law, the successful respondent agrees to indemnify and hold harmless Laramie County, its appointed officials, elected officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with any work performed by or on behalf of respondent for Laramie County pursuant to any agreement with Laramie County.

Termination

The selection may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of the RFP or any subsequent agreement; (b) by either party, with thirty days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

Force Majeure

Neither the respondent nor Laramie County shall be liable to perform under this RFP or subsequent agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

The submission of a proposal shall be considered acceptance to all the terms and conditions provided herein and in the various proposal documents, unless specifically noted otherwise in the proposal.

PROPOSAL FORM

TO: Debra Lee Laramie County Clerk 309 W. 20th Street Cheyenne, WY 82001 (307) 633-4264

(307) 033 1201
The undersigned hereby declares that [firm name]
have carefully examined the specifications furnished within: RFP Laramie County Clerk
Electronic Pollbook for which proposals were advertised to be received on or before August 11, 2025 at 2:00 pm, and further declare that [firm name]
will furnish the said work according to specifications.
Proposed Cost
Total Estimated Cost for Project: \$
The above prices are all inclusive; County shall pay no other forms of compensation. The County reserves the right to add additional related services that were not known at the time of the publishing of this RFP to any resulting contract, upon negotiations with awarded contractors that is mutually agreeable.
Have you supplied the Submittal Requirements outlined above? YES NO
Laramie County reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as they may deem to be in the best interest of the County.
I hereby certify that I have read and understand the requirements of this Request for Proposals and, that I as the respondent, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this RFP.
Company
By(Print name)
Signature
Address
CityStateZIP
Telephone Fax Fax
E-Mail Address:
DUNS# Fed. I.D. #

CONFLICT OF INTEREST & DISCLOSURE FORM

I HEREBY CERTIFY that

I (printed name)
am the (title)
and the duly authorized representative of the firm of (Firm Name)
whose address is
And I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,
Neither the business nor any authorized representative or significant stakeholder of the business has been determined by judicial or administrative board action to be in noncompliance with or in violation of any provision of the Building Code Regulations of Laramie County, nor has any outstanding past due debt to Laramie County; and,
This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.
EXCEPTIONS (List)
Signature:
Printed Name:
Firm Name:
Date:
Sworn to and subscribed before me this
(Printed, typed or stamped commissioned name of Notary Public)