



CAPITOL OFFICE  
ROOM 208  
(573) 751-2379

**ROBIN CARNAHAN**  
SECRETARY OF STATE  
STATE OF MISSOURI

JAMES C. KIRKPATRICK  
STATE INFORMATION CENTER  
(573) 751-4956

**For immediate release:**  
**Contact**

November 16, 2005

Mike Saltz

Jessica Simmons

573-528-0949

573-751-2655

**CARNAHAN ANNOUNCES UP TO \$260,550 FOR CHRISTIAN COUNTY  
TO IMPROVE ELECTIONS**  
*Funds Will Help Increase Voter Confidence  
and Protect Integrity of Missouri Elections*

JEFFERSON CITY, MISSOURI – Secretary of State Robin Carnahan announced today that Christian County is eligible to receive up to \$260,550 in one-time, federal funds to update voting equipment in accordance with the Help America Vote Act of 2002 (HAVA).

“As your Secretary of State, my top priorities are to ensure voter confidence and protect the integrity of Missouri’s elections. I want to make it easy to vote and as hard as possible to cheat,” said Carnahan. “I’m pleased to announce that the citizens of Christian County will receive this money to help finance an upgrade of their voting equipment.”

HAVA is a set of reforms passed by the federal government following the 2000 presidential election. Among other things, HAVA requires every polling place to have at least one accessible voting machine for individuals with disabilities. HAVA also requires that Missouri voters have the opportunity to check their ballot for mistakes and make sure they did not “over-vote” before their ballot is cast; this requirement is often referred to as “second chance voting.”

Christian County will receive up to \$103,750 to use toward the purchase of accessible machines and up to \$156,800 in order to comply with second chance voting.

The Christian County Clerk will decide what type of voting equipment will be purchased and used in the county.

– 30 –

To find out more about Missouri’s Secretary of State’s office, visit [www.sos.mo.gov](http://www.sos.mo.gov)

PO BOX 1767 • JEFFERSON CITY, MISSOURI • 65102  
[www.sos.mo.gov](http://www.sos.mo.gov)

TOTAL P.01



**ROBIN CARNAHAN**  
SECRETARY OF STATE  
STATE OF MISSOURI

JAMES C. KIRKPATRICK  
STATE INFORMATION CENTER  
(573) 751-4936

ELECTIONS DIVISION  
(573) 751-2301

October 14, 2005

The Honorable Kay Brown  
Christian County Clerk  
100 W. Church, Room 206  
Ozark, MO 65721

Dear Kay:

As you know, the Missouri State Plan set aside significant one-time federal funds to help local election authorities comply with the Help America Vote Act (HAVA). We have been working diligently on developing a fair and equitable funding distribution method and verifying data for each jurisdiction. We are pleased to inform you of your funding allocation to meet HAVA's accessibility and second chance voting requirements.

Accessible Voting Systems

Based on November 2004 polling place figures, local election jurisdictions are eligible to receive up to \$4,150 per polling place to purchase or lease one accessible voting system for each polling place.

Our records indicate that Christian County has 25 polling places and therefore is eligible to receive up to \$103,750.00 to purchase or lease accessible voting systems. Please remember that HAVA requires that every polling place must have at least one voting system equipped for individuals with disabilities.

Second Chance Voting

Because you did not receive funds from the federal punch card buyout program, you will receive priority for funding to comply with the second chance voting requirements in HAVA. Our records indicate that Christian County has 28 precincts. You are eligible to receive up to \$5,600/precinct to purchase or lease equipment that will enable you to comply with the second chance voting requirements in HAVA, totaling \$156,800.00. If you have remaining second chance funds, yet still have a funding shortfall for purchasing accessible equipment, you may purchase or lease accessible equipment from your second chance funds to make up the difference. If after meeting all of your equipment requirements you still have second chance funds available, we will reallocate the funds to jurisdictions where the needs are greatest.

Please remember that vendors are prohibited by state law from selling any voting equipment that has not received full qualification from this office. A list of equipment qualified in 2005 is available on our website at [www.sos.mo.gov/elections/qualsystems.asp](http://www.sos.mo.gov/elections/qualsystems.asp). You should ask any

vendor for a copy of their state qualification certificate before entering into any purchase agreement.

Once you have entered into an agreement with a vendor to purchase or lease voting equipment, you will need to submit the necessary paperwork to our office to receive your allocated HAVA funds. The packet of required paperwork is included with the mailed copy of this correspondence.

**To reiterate, Christian County has up to \$260,550.00 allocated to comply with the accessibility and second chance voting requirements in HAVA.**

Thank you for your patience during this process. If you have any questions regarding your funding allocation, feel free to contact either one of us or our HAVA Coordinator, Amy Jordan Wooden, at (573) 751-2301.

We are confident that by working together we can successfully complete the implementation of HAVA by the statutory deadline. Thank you for your hard work in continuing to ensure fairness and integrity in our elections.

Sincerely,

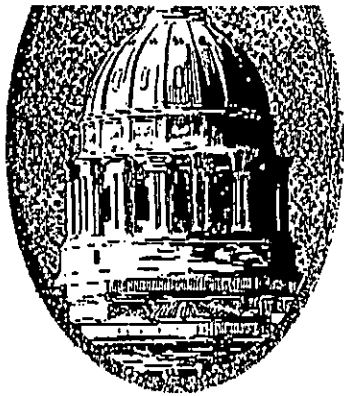


Betsy Byers  
Co-Director of Elections



Kay Dinolfo  
Co-Director of Elections

BB/RKD/ajw



# STATE OF MISSOURI

## Office of Secretary of State

APPROVAL NO. 2005-3.1  
Diebold AccuVote OS Optical Scan and GEMS 1.18.24

### QUALIFICATION OF AUTOMATED VOTING EQUIPMENT FOR SALE AND USE

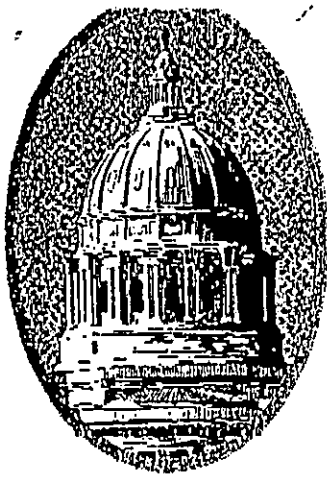
I, Robin Carnahan, Secretary of State of the State of Missouri, having reviewed the observations of the Missouri Automated Voting Equipment Qualification Committee, the Application for Qualification, and the manufacturer's compliance with 15 CSR 30-10.020, have determined that the AccuVote OS Optical Scan and GEMS 1.18.24 meets state criteria under § 115.225, RSMo 2004, and have this date granted approval of the sale and use in Missouri of the AccuVote OS Optical Scan and GEMS 1.18.24, manufactured by Diebold.

IN TESTIMONY WHEREOF, I  
hereunto set my hand and affix the  
Seal of my office in the City of  
Jefferson, State of Missouri, this 15<sup>th</sup>  
day of September, 2005.

A handwritten signature in black ink, appearing to read "Robin Carnahan".

Secretary of State





# STATE OF MISSOURI

Office of  
Secretary of State

APPROVAL NO. 2005-2.1

Diebold AccuVote TSX DRE with Printer Module and GEMS 1.18.24

## QUALIFICATION OF AUTOMATED VOTING EQUIPMENT FOR SALE AND USE

I, Robln Carnahan, Secretary of State of the State of Missouri, having reviewed the observations of the Missouri Automated Voting Equipment Qualification Committee, the Application for Qualification, and the manufacturer's compliance with 15 CSR 30-10.020, have determined that the AccuVote TSX DRE with Printer Module and GEMS 1.18.24 meets state criteria under § 115.225, RSMo 2004, and have this date granted approval of the sale and use in Missouri of the AccuVote TSX DRE with Printer Module and GEMS 1.18.24, manufactured by Diebold Corporation.

IN TESTIMONY WHEREOF, I  
hereunto set my hand and affix the  
Seal of my office in the City of  
Jefferson, State of Missouri, this  
15 day of September, 2005.

A handwritten signature in cursive script, appearing to read "Robln Carnahan".

Secretary of State



## BALLOT TABULATION SYSTEM SPECIFICATIONS

Vendor must provide own manufacturing and must be manufactured in the USA.

Vendor must be a Missouri corporation and be in good standing with the State of Missouri.

Equipment must provide over-vote and under-vote protection.

Must be of compact design including the tabulator with voting booth and weigh a maximum of 27 pounds for storage and transportation.

Each unit must be a stand-alone system requiring no network to operate.

Unit must be adjustable to different tabulate positions to accommodate voting in a sitting position.

Each unit must be equipped with internal battery backup.

Ballot layout must be flexible and capable of handling up to multiple columns of text.

Ballot layout and programming for both the DRE and optical scan system must be done using one piece of software.

System must be capable of generating one report for Election night accumulation of both Optical Scan and DRE results for reporting purposes.

DRE system must be compatible with the counties current election system.

# AFFIDAVIT OF PUBLICATION

State of Missouri, County of Christian, ss:  
 I, Chuck Branch being duly sworn according to law, state that I represent the publisher of the Christian County Headliner, a weekly newspaper of general circulation in the County of Christian, where located; which has been admitted to the Post Office as periodical matter in the City of Ozark, the city of publication; which newspaper has been published regularly and consecutively for a period of three years and has a list of bona fide subscribers voluntarily engaged as such who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that such newspaper has complied with the provisions of Section 493.050 Revised Statutes of Missouri, 2000. The affixed notice appeared in said newspaper on the following consecutive weeks:

From 11/16, 05 to 11/16, 05 both inclusive.

1<sup>st</sup> insertion, Vol. 44, No. 52, November 16, 2005  
 2<sup>nd</sup> insertion, Vol.     , No.     ,       
 3<sup>rd</sup> insertion, Vol.     , No.     ,       
 4<sup>th</sup> insertion, Vol.     , No.     ,     

Subscribed and sworn to before me this 10<sup>th</sup> day of November, 2005

Dixie Gale Crawshaw  
 Notary Public

My commission expires December 25, 2005  
 Filed and recorded this 10<sup>th</sup> day of November, 2005

(Publication Fee, \$ 24.84 )

DIXIE GALE CRAWSHAW  
 Notary Public - Notary Seal  
 STATE OF MISSOURI  
 Christian County  
 My Commission Expires Dec. 25, 2005

**PUBLIC NOTICE OF BID FOR OPTIC SCANS AND DRE MACHINES**  
 The Christian County Clerk's Office will be accepting bids for the following items: 12 upgraded, and 18 new Diebold Precinct Base Optical Scan AccuVote machines and 30 Direct Record Electronic (DRE) machines with WVPAT. All machines will require a license to operate and all other components to equip the machine for voting. Specifications are available upon request at the Clerk's office at 100 West Church Room 206 Ozark, MO. Please send your bid to the Christian County Clerk's Office at 100 West Church Room 206 Ozark, MO 65721 by November 18, 2005. The bid opening will be Monday, November 21, 2005 at 8:30 a.m. at the historic courthouse in the Christian County Commission office located at 100 West Church Room 100 in Ozark, Missouri.  
 Kay Brown  
 Christian County Clerk  
 CCComm M20050498 1x 11/16

**Exhibit "A"**  
**Christian County, Missouri**

<b>Equipment Description</b>	<b># of units</b>	<b>Unit Price</b>	<b>Total Price</b>
<b>Direct Record Electronic (DRE): with VVPAT</b>			
AccuVote TSX (Touch Screen)	30	\$3,250.00	\$97,500.00
TSX Software License required	30	\$100.00	\$3,000.00
VVPAT AVPM (Paper Audit Trail)	30	\$350.00	\$10,500.00
VIBS Kit (Headset & Keypad)	30	\$320.00	\$9,600.00
Precinct Card Encoders	30	\$395.00	\$11,850.00
Voter Access Card 5 per TSX unit	150	\$4.00	\$600.00
Supervisor Card 2 per precinct	60	\$8.00	\$480.00
Administrator Card 5 per County	5	\$8.00	\$40.00
Security Key Card 5 per County	5	\$8.00	\$40.00
PCMCIA Modem Card	1	\$175.00	\$175.00
Carrying Cases	30	\$91.00	\$2,730.00
Thermal Paper 10 roll pack	3	\$15.00	\$45.00
AccuView printer module paper roll	30	\$2.90	\$87.00
		<b>Subtotal DRE</b>	<b>\$136,647.00</b>
Preventative Maintenance (after year one)		\$125.00	
Annual Firmware License		\$5.00	
<b>Precinct Base Optical Scan</b>			
<b>AccuVote Optical Scan (OS)</b>			
AccuVote OS 2002 compliant	20	\$5,250.00	\$105,000.00
AccuVote OS License required	20	\$100.00	\$2,000.00
Includes ballot box/memory card/modem/carry case			
Upgrade existing Optical Scan Units	12	\$750.00	\$9,000.00
AccuVote ribbons	32	\$4.50	\$144.00
AccuVote paper per roll	32	\$2.95	\$94.40
		<b>Subtotal OS</b>	<b>\$116,238.40</b>
Preventative Maintenance (after year one)		\$175.00	
Annual Firmware License		\$5.00	
<b>Training:</b>			
Pre-election staff training - per day	1	\$1,500.00	\$1,500.00
Poll Worker Training 3 hour course / 2 per day	2	\$1,250.00	\$2,500.00
Election Day support - per person / per day	1	\$1,250.00	\$1,250.00
		<b>Total Training</b>	<b>\$5,250.00</b>
		<b>TOTAL</b>	<b>\$258,135.40</b>
<b>Optional Equipment</b>			
GEMS Software for Election Night Tabulation			
Annual Maintenance GEMS Software		\$1,500.00	
Ender Cards	25 per pack	\$15.00	
Secrecy Sleeves 11'	10 per pack	\$35.00	
Secrecy Sleeves 14'	10 per pack	\$45.00	



## VOTE TABULATION SYSTEM CONTRACT

This contract, entered into by and between  
CHRISTIAN COUNTY, MISSOURI

A body corporate and politic,  
Hereafter called "the County"

And

HENRY M. ADKINS & SON, INC.  
Hereafter called "Adkins"

Witnesseth:

WHEREAS, the County has need for vote tabulation systems equipment, hardware and software, and training and technical support services, to the county election office as the election authority for Christian County; and

WHEREAS, in reliance upon the federal "Help America Vote Act", the United States Government has appropriated and funded portions of the proposed value of the equipment and services to be provided; and

WHEREAS, The County has met all of the prescribed rules for requesting or soliciting bids or proposals, accepting bids or proposals and entering into contracts provided for by the State of Missouri; and

WHEREAS, Adkins is willing to deliver the equipment to the County, and provide the necessary services to the County, on the expectation that said funding will occur at a later date; and

**Now, Therefore, it is agreed between the parties as follows:**

1. Adkins shall provide all equipment, hardware, software, training, and services to the Christian County Clerk's Office that is set out in the proposal "Exhibit A" attached to this Contract and incorporated by reference herein.
2. The maximum amount due Adkins under this contract shall be \$258,135.40. The County shall pass through to Adkins such sums as are received by the County from the United States government's funding under the federal "Help America Vote Act" (HAVA).
3. Adkins understands and expressly agrees that the County shall not be liable for any payment not covered by HAVA for the equipment and services to be provided by Adkins as set out in "Exhibit A" and other portions of this contract.
4. Adkins covenants that it is possessed of the necessary qualifications and experience to train and support the personnel necessary to operate the equipment, hardware, and software specified in the proposal marked exhibit "A" attached hereto and incorporated by reference herein. Adkins will furnish appropriate training personnel and will schedule according to specifications as furnished by the Christian County Election Authority.
5. Adkins will warrant, repair, and if necessary replace the equipment, hardware, and software specified in the proposal marked exhibit "A" for one year after installation date.
6. Neither party may assign any of its rights or duties under this Contract without first obtaining the written permission of the other party.

7. This Contract shall constitute the entire Contract between the parties. This Contract may not be altered, amended, modified, or supplemented, except in writing signed by both parties. All notices given pursuant to this Contract shall be in writing, and shall be delivered to the other party by hand, or by delivery to such party's regular business address by certified mail (return receipt requested).
8. The terms of this Contract shall not be affected by or interpreted according to any custom, industry or business practice, or course of dealing, whether between the parties, between or among party, other persons or entities, or between or among other persons or entities.
9. The terms of this Contract shall be governed by the laws in the State of Missouri; United States of America on the day the last party executes this Contract.
10. All litigation regarding this Contract shall be taken in the court having appropriate jurisdiction in the County of Christian, State of Missouri, United States of America.
11. In case this Contract, or any one or more of the provisions hereof, shall be held to be invalid, illegal, or unenforceable within any governmental jurisdiction or subdivision thereof, the Contract or any such provision or provisions shall not as a consequence thereof be deemed to be invalid, illegal or unenforceable in any other governmental jurisdiction of subdivision thereof. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any other respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract, but this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein, and there shall be deemed substituted such other provision as shall most nearly accomplish the intent of the parties to the extent permitted by applicable law.

This contract was approved by Christian County, a body corporate and politic, by its governing body at a meeting held on the 28<sup>th</sup> day of November, 2005, authorizing its County Election Authority to execute this Contract.

Attest:

County:

\_\_\_\_\_

Christian County

Bill Vanderburg, Vice President  
Henry M. Adkins & Son, Inc.

John Hubbard  
Authorized Signature

Bill Barnett  
Tom Huff

7. This Contract shall constitute the entire Contract between the parties. This Contract may not be altered, amended, modified, or supplemented, except in writing signed by both parties. All notices given pursuant to this Contract shall be in writing, and shall be delivered to the other party by hand, or by delivery to such party's regular business address by certified mail (return receipt requested).
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9. The terms of this Contract shall be governed by the laws in the State of Missouri; United States of America on the day the last party executes this Contract.
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This contract was approved by Christian County, a body corporate and politic, by its governing body at a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2005, authorizing its County Election Authority to execute this Contract.

Attest:

County:

\_\_\_\_\_

\_\_\_\_\_

  
Bill Vanderburg, Vice President  
Henry M. Adkins & Son, Inc.

\_\_\_\_\_  
Authorized Signature

### Limited Warranty

Henry M. Adkins & Son (HMA) warrants the AccuVote OS and TSX to the original purchaser to be free of defects in materials and workmanship for a period of one (1) year from the purchase date (the "Warranty Period"). HMA agrees to correct any defect that may develop in the hardware during proper and normal usage during the Warranty Period. HMA reserves the right to repair or replace defective parts, as HMA deems appropriate. Repaired or replaced parts shall be warranted only for the un-expired term of the original Warranty Period. All replaced parts will become the property of HMA on an exchange basis. HMA's obligation hereunder shall be limited solely to HMA making, at HMA's cost and expense, such repairs and replacements as are necessary to put the hardware in good working condition.

The warranties provided by HMA under this agreement do not apply to and shall not require HMA to repair or replace (a) operating supplies or accessories or other supplies which are subject to normal wear and tear, (b) Hardware which has been repaired, altered or transported by persons other than those expressly approved, (c) Hardware from which the serial numbers have been removed, defaced or changed, (d) damage to Hardware caused by accident, disaster, theft, vandalism, neglect, abuse, use of any of the Hardware for a purpose other than the purpose for which it is designed or used not in accordance with instructions furnished by HMA or the manufacturer of the Hardware, (e) Hardware which has been subjected to physical, mechanical or electrical design alteration or any conversion by persons other than those expressly approved in writing by HMA, (f) Hardware used by any persons other than Customer's employees or persons under Customer's direct supervision.

The warranty set forth herein is the only warranty provided by HMA for the Hardware, and there are no other warranties of the Hardware, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose.

### AccuVote OS and TSX Hardware Maintenance Options

#### Full Service Maintenance Agreement

**Term:** Continued Full Service Maintenance Agreement due and payable beginning on the first anniversary of the date of purchase and each anniversary date thereafter.

**Benefits:** Preventive maintenance (testing, cleaning, and other service deemed necessary to ensure smooth elections), labor and parts to repair equipment, on-site or depot repair, "loaner" AccuVote OS or TSX units for non-working equipment during any election cycle. Response time for repair and replacement equipment shall be no more than 24 hours from notification.

All future updates to software and firmware are included in this warranty agreement at no charge whether such updates are provided by Diebold Election Systems or federal or state legislative changes.

**Price:** \$175.00 per AccuVote OS annually and \$125.00 per AccuVote TSX annually (this price shall remain in effect for a period of three (3) years from the issuance date).