

**Invitation and Request for Sealed Proposal Document**

**RFP-CEE-2026-07**

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**Procurement of an Electronic System  
for the Scanning and Tabulation of  
Ballots for Puerto Rico**



**COMISIÓN ESTATAL  
DE ELECCIONES DE  
PUERTO RICO**

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## 1.0 Introductory Matters

### 1.1 Introduction and Scope

The State Elections Commission of Puerto Rico (CEE, acronym in Spanish), by virtue of Law 58-2020, as amended, known as the “Puerto Rico Electoral Code of 2020” (Electoral Code), is the entity responsible of warranting that electoral services, procedures and events are planned, organized and carried out with integrity, transparency, conviction, certainty, swiftness, accessibility and simplicity for electors, in a cost-efficient manner, free from fraud or coercion, and without an inclination toward any group or sector or ideological or political party tendencies.

To that end, we issue this Request for Proposals (RFP), which has the purpose of acquiring a vote counting system to be used during the next election cycles. The system to be acquired seeks to strengthen Puerto Ricans’ trust in electoral procedures with an internationally recognized cutting-edge system, with incorruptible security levels, that is reliable, and with a shorter ballot processing time when compared to what we have seen in the past.

This RFP was prepared in accordance with the provisions of the Regulations for the Acquisition of Technological Electoral Goods and Services of the Puerto Rico State Elections Commission (Regulations), adopted under Law 58-2020, *supra*. The CEE reserves the right to disqualify or reject any proposal that in any way fails to comply with the requirements provided in the Regulations or in this RFP.

Publishing and carrying out this RFP process by the Bid Board does not compel the CEE or the Bid Board to: (i) award the bid; (ii) execute a contract; or (iii) reimburse any expense, of any nature, incurred by the bidder in preparing, delivering, submitting proposals, participating in the bid process or in the negotiating process.

**We clarify that all reference to the presidential ballot included in this RFP shall not be considered as part of the project scope nor for the proposal. This clarification is made in accordance with the disposition of Law 39-2026, approved on March 10, 2026, where the presidential ballot was removed from the Puerto Rico general elections scope.**

### 1.2 Authority

This RFP is adopted and promulgated under Article 3.13 of the Electoral Code and in accordance with the provisions of the Regulations, as well as those applicable and provided in the resolutions and agreements of the Commission.

### 1.3 Purpose of this RFP

The purpose of this RFP is to detail the specifications of the goods and services for the development and implementation of the Vote Counting System, as well as to establish the terms and conditions and the process to acquire them through a bid process. Also, to establish the commercial conditions on a contractual basis for the future contract to be signed in this regard.

### 1.4 Background

From its creation, the CEE has administered the elections using ballots and manual vote counting until electronic vote counting was implemented in 2016. Said implementation was carried out under Joint Resolution 94 of November 3, 2014, approved for said purpose, and governing some of the requirements of the system to be acquired at the time.

In 2015, the CEE held a public bid process in order to acquire the goods and services for an electronic vote counting system. As a result of the process, the bid was awarded to a company with which Contract 2016-000061 was signed on August 31, 2015, under which the 2016, 2020 and 2024 general elections and primaries were administered. The effective period of the Contract was December 31, 2024. As a result, the CEE wishes to maintain an electronic vote counting system that is equal or similar to the ones used for the 2016 General Elections to be used in all polling stations.

1.5 References

For the purposes of this RFP, the following references were used:

Reference	Description
Technical Specifications	CEE-ET-26-01 of March 31, 2026
Constitution	Constitution of the Commonwealth of Puerto Rico of 1952
Electoral Code	Law 58-2020, as amended, known as the “Puerto Rico Electoral Code of 2020”
Municipal Code	Law 107-2020, as amended, known as the “Municipal Code of Puerto Rico”
HAVA	Help America Vote Act (HAVA) of 2002, as amended
MOVE Act	Military and Overseas Voter Empowerment Act of 2009
Regulations	Regulations for the Acquisition of Technological Electoral Goods and Services of the State Elections Commission of December 22, 2025.
Uocava	Uniformed and Overseas Citizens Voting Act of 1986, as amended

ILLUSTRATION 1 REFERENCES AND DESCRIPTIONS

1.6 Definitions

The terms included in the following table were defined **only** for the exclusive purposes of this RFP and as a reference in relation to the design of the Vote Counting System. The terms defined herein shall have precedence over any analogous definition provided by any applicable CEE regulations or manual.

For the purposes of this RFP, the words and phrases used shall have the meanings stated below and shall be interpreted according to the context accepted by the common and ordinary usage of the words; words in the present tense include the future tense; the singular includes the plural; and words in the masculine gender also include the feminine and neuter genders, except in cases in which said interpretation would be absurd.

Term	Definition
Vote Count Report	Document printed through the scanning machine, containing the result of the ballot box, consolidated by item for all contests in the electoral district to which said ballot box is related.



Term	Definition
Zero Count Report	Vote count report in which there is a zero count for all items used to validate that the scanning machine does not have any results.
Public Opening	Formal public meeting of the Bid Board that is held for the purpose of opening the proposals with the optional participation of the bidders.
Attachment	Electronic element that is added to equipment and assists in operating and handling the same.
Acquisition	Action by which ownership of goods or services is obtained via purchase, financed purchase or lease.
Training Environment	Configuration in the EMS to be used in trainings for an election or concurrent elections in which only one style of ballot per election may be processed through the scanning machines and whose ballot styles cannot be used in the election environment.
Election Environment	Configuration in the EMS to be used in the production of an election or concurrent elections in which only certain ballot styles may be processed through the scanning machines.
Electoral Year	Year on which the general elections are held.
Distribution File	Orderly collection of data in electronic format, containing the characteristics of each type of ballot for a specific type of use for the purpose of regulating the printing of ballots.
Recognition Area	Space on the surface of the voting ballot within a black rectangle with an empty background inside of which the voter makes their voting mark, also known as mark acknowledgment area.
Pre-candidate	Elector who, after filing their intention to aspire to become a candidate for their political party, and said intention is accepted, participates in the primaries.
Candidate	Elector who competes for an office in the general elections under a political party.
Independent Candidate	Elector who competes for an office in the general elections without being affiliated to a political party.
Grouped Candidacy	Condition in which two (2) or more contests are unified for the purpose of joint selection on the ballot.
Office	Publicly elected office, such as mayor, resident commissioner in Washington, municipal legislator, governor, president of the USA, At large Representative, district representative, At large Senator and district senator, which are elected by universal suffrage.
CEE	Agency called the Puerto Rico State Elections Commission.
Results Receipt Center	Area located in the headquarters of the CEE in which all the results of the elections are received, processed and reported.
Polling Place	Building to which one or more precincts are assigned for voters to be able to go and exercise their right to vote.
Electoral Cycle	Period of four (4) years starting on January 1st of the year following general elections and ending on December 31st of the year on which the next general elections are held.

Term	Definition
Type of Ballot	State, legislative, municipal and presidential ballot for general elections. Additionally, mayor, resident commissioner, municipal legislator, governor, At large Representative, district representative, At large Senator and district senator for primaries. Also, presidential ballot for national primaries, as well as plebiscitary ballot for plebiscite, and referendum and measure ballot for homonymous elections, respectively.
Source Code	Group of instructions in programming language inherent to each and every one of the applications and firmware that are an integral part of the Vote Counting System.
Polling Station	Level at which ballot boxes belonging to the same precinct are grouped together; it is also the sublevel of said precinct within the electoral structure.
Special Polling Station	Polling station constituting the basic subdivision for early voting and absentee vote precincts.
Regular Polling Station	Polling station constituting the basic subdivision for voters assigned to a physical and separate location within a polling place for regular voting.
Commission	Body composed of the president of the CEE, the secretary of the CEE and a proprietary elections commissioner for each state political party with right of representation in said body.
Local Board of Elections	Body established in each electoral district in charge of the operation and administration of the elections.
Committee of Advisors	Technical body in charge of carrying out the studies, the assessments, and issuing the reports regarding the bids or proposals for acquiring the technological electoral goods and services.
Machine Component	Necessary equipment for the operation of the scanning machine and which is an integral part of the system.
Consumable	Material or product not reusable and necessary for the operation of the scanning machine and including reusable and removable materials or products that are not equipment.
Measure	Elections at which voters are presented with one or more proposals related to public policy or legislation.
Contest	Decision made in an election for an alternative, office, option, proposal or question. A ballot may contain one or more contests.
Authentication Device	Instrument or tool used to authenticate the access of a user to a system.
Ballot Box Identifier	Designation of each ballot box made up of the name of the municipality, electoral district number, precinct number, polling station number and ballot box number.
Representative District	Geographic demarcation which also constitutes a political subdivision of Puerto Rico for the purposes of legislative representation in the Puerto Rico House of Representatives composed of one or more electoral districts.
Senatorial District	Geographic demarcation which also constitutes a political subdivision of Puerto Rico for the purposes of legislative representation in the Puerto Rico Senate composed of five (5) representative districts.

Term	Definition
Electoral Division	Each of the geographic or logistic demarcations in which Puerto Rico is divided for the purpose of administration of elections, namely, electoral district, precinct, polling station and ballot box.
Political Division	Each of the geographic or logistic demarcations in which Puerto Rico is divided for administrative or representative purposes, or both, namely, island, senatorial district, representative district and municipality.
Administrative Building	Building in which the administrative offices of the CEE are located in Avenida Arterial B 550, Hato Rey, San Juan, Puerto Rico.
Electoral Operations Building	Building in which the operational offices and warehouses of the CEE are located in Avenida Federico Costas final, Hato Rey, San Juan, Puerto Rico.
Election	Measures, special elections, general elections, plebiscites, primaries, national primaries and referendums.
Concurrent Election	Election that is held on the same date as another election and in which the voter votes in both elections at the same time.
Special Election	Election in which candidates are elected to an office to fill one or more vacancies.
General Elections	Election in which candidates are elected to publicly elected offices.
Simultaneous Election	Election that is held on the same date as another election that excludes the other and in which the voter can only vote in one of them.
Company	The bidder that is chosen and that signs the contract to provide the Vote Counting System.
EMS	Interface of an electronic vote counting system having the functionalities used to put together an election, generate ballots, process result transmission files and keep audit registries, known as elections management system (EMS).
On Site	The facilities of the CEE in the Administrative Building, Electoral Operations Building, or location determined by the Commission within Puerto Rico.
General Vote Counting	Process provided by the Electoral Code that is carried out following an election for verifying the vote count reports, counting ballots not counted, allotting write-in votes and votes in mail transit, and recounting ballots through the use of central machines.
Technical Specifications	Document containing the details of the Vote Counting System design and supplementing the RFP.
Transfer Station	Device or group of devices through which the election files are transferred to the removable physical memory media.
Type of Ballot	Group of contests distributed in a group of ballots corresponding to a specific electoral district.
Electoral Structure	Group of levels put together in accordance with their correlations and hierarchy.
Poll Worker	Voter who works in the polling station.
Extended Hours	CEE workday period starting at 4:30 p.m. on business days.
Regular Hours	CEE workday period between 8:00 a.m. and 4:30 p.m. on business days.
Printing Facility	Shop or location in which printing is done and corresponding to an owned facility or establishment.

Term	Definition
Machine Inventory	Collection of scanning machines assigned to the CEE by acquisition, and which are a part of the Vote Counting System.
Item	Each of the elements of a vote count report corresponding to the fields in which votes are accumulated for the types of ballots, total ballots, types of votes, total votes, candidates, applicants, options, alternatives, among others.
Institutional Balance Board of the Osipe	Body composed of the director and deputy director of the Osipe in accordance with the provisions of Article 3.1(4)(b) of the Electoral Code.
Non-exclusive Use License	Right of use to a user for an application developed by third parties for operational systems, database managers, services in servers, among others.
Printing Line	Collection of tools, devices or machines and systems constituting a line of production within the same printer with the capacity to produce ballots.
Overvoted	Voting for more than the maximum number of alternatives, applicants, candidates, options or proposals allowed for a contest. This condition is only applicable when there is more than one contest on the ballot.
Central Machine	Electronic scanning and tabulation machines to be used in a centralized manner for the batch processing of ballots.
Precinct Machine	Electronic scanning and tabulation machines to be used in each polling station for the individual processing of paper ballots.
Scanning Machine	Precinct machines and central machines.
Vote Mark	Stroke made on the ballot of at least four square millimeters (4 mm <sup>2</sup> ).
Message	Graphic or text notification generated on the screen of the scanning machine.
Interaction Message	Graphic or text notification generated on the screen of the precinct machine requiring an action by the voter.
Voting Method	Early voting, absentee vote and regular vote.
Ballot Layout	The format and content configuration of contests for a specific type of ballot.
Municipality	Geographic demarcation which also constitutes a political subdivision of Puerto Rico with government authority composed of one or more electoral districts.
Level	Gradation of the political and electoral divisions of Puerto Rico.
Night of the Event	Period between the time of closing of the polling stations and issuance of the preliminary certification of an election.
Write-in	Name a voter proposes for an office by writing it on the ballot.
Undervote	Voting for less than the maximum number of alternatives, pre candidates, candidates, options or proposals allowed for a contest. This condition is only applicable when there is more than one contest on the ballot.
Bid	Amount at which a bidder establishes the cost of the proposed goods and services.
Electoral Offer	Group of candidates, applicants, alternatives, options or questions, as applicable, limited to a specific electoral district, and submitted as a possibility for selection by the voter through the ballots.

Term	Definition
Osipe, acronym in Spanish	Office of Information and Electronic Processing Systems of the CEE.
Ballot	Paper document containing the vote by the voter, and which may contain one or more contests.
Single-Sided Ballot	Document including a ballot on only one side of the sheet of paper.
Double-Sided Ballot	Document including a different ballot on each side of the sheet of paper.
Blank Ballot	Ballots not containing any mark on any of the recognition areas.
Invalid Ballot	Ballot containing a mark within the recognition area under the emblem of a political party and for which none of the candidates of the selected party obtains votes because it has additional marks in all offices for candidates of other parties, independent candidates or write-ins. It also refers to a ballot with a mark inside of the recognition area under the emblem of a political party and on which all contests are overvoted. In the case of plebiscitary and referendum ballots, it refers to a ballot with a mark inside of the recognition area for more than one alternative or option.
Split Ballot	Ballot on which there is only one mark inside of the recognition area under the emblem of only one political party and at least one mark for a candidate of another political party, independent candidate, write-in, or for a candidate for At large Representative or At large Senator of the same selected party that is not at the head of the list of said candidates. Additionally, for a ballot to be a mixed ballot, it must contain at least one valid vote for a candidate of the selected party. A mixed ballot is also a ballot in which there is a mark inside of the recognition area for a grouped candidate and at least one mark for an applicant of another grouped candidacy or for a write-in.
Mutilated Ballot	Ballot voted by the voter containing any physical condition that makes it impossible for it to be processed by a scanning machine.
Straight Ballot	Ballot on which there is only one mark inside of the recognition area under the emblem of only one political party or for only one grouped candidacy.
Ballot by Candidate	Ballot on which there is no mark inside of the recognition area under the emblem of a political party and on which there is a mark in the recognition area for at least one candidate, independent candidate or for a write-in. A ballot by candidate is also a ballot on which there is no mark inside of the recognition area for a grouped candidacy and there is a mark in the recognition area for at least one write-in or pre-candidate different from the one whose recognition area coincides with the one for the grouped candidacy.
Challenged Ballot	Ballot containing a mark inside of the recognition area under the emblem of two (2) or more political parties, or more pre-candidates, options or alternatives than those allowed in cases of ballots with only one contest. It also refers to ballots with more than one contest on which all contests are overvoted.
Plebiscite	Election at which voters are presented with one or more questions or proposals related to political status (Puerto Rico's political relationship with the United States of America).

Term	Definition
Run	Submitting a pre-candidate or candidate for an office.
Electoral District	Geographic demarcation composed by a group of one or more precincts within the electoral structure made up of one municipality or part of the same.
Primaries	Elections in which voters affiliated to a political party elect the corresponding candidates that shall participate in the next general elections.
National Primaries	Elections in which voters affiliated to a specific national political party elect the delegates for the pre-candidates for president to participate in the corresponding national assemblies.
Bidder	Natural or legal person that participates in the bidding process in accordance with this RFP.
Winning Bidder	Bidder who is awarded the contract.
Proposal	Collection of documents containing the details as to compliance by the bidder with the requirements of the Request for Proposal and including proof of compliance, the bid, among others.
Communication Services Provider	Company in the business of providing telecommunication services via telematic networks such as telephone and Internet.
Acceptance Tests	The process for verifying compliance with specifications carried out by CEE personnel before accepting the proposed Vote Counting System.
Logic and Accuracy Tests	The prior process of validating and verifying the operational conditions, as well as the performance of the tabulation and transmission logic of a machine in relation to the election in which it shall be used.
Dedicated Resource	Employee of the company for which the CEE requires preferential availability over any other business account for the rendering of specific services in the performance of duties related to the use of the Vote Counting System for an election.
Electoral Redistribution	Revision of senatorial and representative districts in accordance with population, density, adjacency and mass media, as provided in Article III, Section 4, of the Constitution.
Referendum	Elections in which voters are presented with one or more proposals related to constitutional system matters.
Audit Log	Logbook containing the data registered electronically of the activity generated through a determined system.
Authorized Representative	Natural person authorized by the bidder to represent it in the bidding process provided in this RFP.
Preproposal Meeting	Activity after the publication of the RFP, and before the Public Opening, in which the relevant points of the RFP are stated and discussed.
Reydi, acronym in Spanish	System for Receiving and Reporting Results, used to register, tabulate, consolidate and report the results of an election, integrated with the Vote Counting System. It also produces the necessary data for the configuration of an election in the EMS of the Vote Counting System.
RGE, acronym in Spanish	Puerto Rico General Voter Registry.

Term	Definition
Vote Counting System	Version of the electronic vote counting system that is appropriate for and adapted to Puerto Rico, called the 2025 Puerto Rico Electronic Vote Counting System, including the components as to services, security, applications, firmware, equipment, central infrastructure, EMS, scanning machines, transfer stations, alternative result transmission stations, among others.
Basic Vote Counting System	Version of the electronic vote counting system used by the company as the basis for developing the Vote Counting System.
Alternative Transmission System	System different from each scanning machine composed of equipment and application that may be used to transfer to the EMS the results files from removable physical memory media.
RFP	Document that includes the requirements and business rules to bid for the Vote Counting System.
Subcontractor	Person or entity hired by the company to perform some of the tasks required as part of the project.
Subevent	Distinction between the configuration of an election in the Vote Counting System for receiving results during election day and the configuration for receiving results during general vote counting.
Term	Calendar days, unless otherwise stated, and if the days are business days, they are applicable in accordance with the Puerto Rico holiday calendar.
Type of Ballot	The classification of ballots based on the way in which they are voted, including straight, mixed, by-candidacy, blank, invalid and challenged ballots.
Type of Vote	Granular detail of the origin of the votes obtained for candidates and pre-candidates, including straight, mixed and by-candidate votes.
Alternate Transmission	Transfer to the EMS of results files from an alternate transmission system.
Primary Transmission	Transfer to the EMS of results files from each precinct machine or from each central machine.
Precinct	Group consisting of one or more polling stations of the same electoral district. It is the level at which polling stations are grouped together and constitutes the electoral district sublevel in the electoral structure. In the case of groups composed of regular polling stations, the precinct constitutes a geographic demarcation within an electoral district.
Ballot Box	Lowest level of the electoral structure whose relation with a scanning machine is a one-to-one.  It also refers to the physical repository for voted ballots.
Ballot Variation	Specific design of each type of ballot broken down by electoral district in accordance with the style of ballot to which it belongs.

**ILLUSTRATION 2 TERMS AND DEFINITIONS**

## 1.7 Classification of Requirements

All the requirements defined in this RFP shall be classified as one of the following types:

Type of Requirement	Abbreviation	Definition
Mandatory	RO	Describes a functionality, condition, characteristic or group of documents that shall have to be available and completed at the time of delivery of the proposal. Bidders must provide proof of compliance with the requirements classified as RO during the proposal evaluation process. Proposals that do not comply with all requirements classified as RO shall be disqualified by the CEE.
Preferred	RP	Describes a functionality, condition or characteristic which the bidder may decide to offer or not to offer as part of its proposal. Not offering a requirement classified as RP shall not be cause for disqualification. However, a bidder who decides to offer a requirement classified as RP shall have to provide evidence of compliance with said requirement during the proposal evaluation period. A proposal in which the bidder decides to offer requirements classified as RP shall be disqualified by the CEE, if the bidder does not comply with providing proof of the same. However, proposals including requirements classified as RP as part of their proposal shall receive qualification points. However, a company who fails to comply with the provision of goods or services classified as RP requirements during the effective period of the contract, shall be subject to the imposition of fines or termination of the contract, as applicable.
Mandatory for Contract	RC	Describes a condition or collection of documents that shall have to be available and completed before the contract is signed as a condition for signing it. Failure to comply with said requirements shall result in the cancellation of the award by the CEE.
Mandatory at the Time of Acceptance Tests	RA	Describes a functionality, condition, characteristic or document that shall have to be available at the time acceptance tests are performed. Bidders must provide a response as to the way their system will have the capacity to comply with all requirements classified as RA. Said response must be given as part of the proposal and those that do not comply with this shall be disqualified by the CEE. Furthermore, failure to comply with any of these requirements during the acceptance tests shall constitute cause for contract termination by the CEE.



Type of Requirement	Abbreviation	Definition
Mandatory at Implementation	RI	Describes a requirement for the provision of goods or services that must be complied with in terms of time and manner during the contract period. The proposal must provide details as to the manner of compliance with the requirements classified as RI. Failure to comply with any of these requirements shall constitute cause for the imposition of fines or contract termination by the CEE, as applicable.
Optional	RF	Describes a requirement to provide goods or services where the bidder shall have the option of deciding whether to offer it. In the same manner, the CEE shall have the authority to accept or not accept said goods or services as part of the award. The bidder who decides to offer a requirement classified as RF must provide evidence of compliance with said requirement during the proposal evaluation period. Not offering a requirement classified as RF shall not be cause for disqualification. However, a bidder who decides to offer a good or service classified as RF, and accepted by the Commission in the award, shall be obligated to comply with providing said goods and services during the implementation of the project. Furthermore, proposals offering goods, services, or both, classified as RF, shall <u>not</u> receive qualification points.

ILLUSTRATION 3 TYPES OF REQUIREMENTS

## 1.8 Time Format

All times mentioned in this RFP shall refer to -4 GMT time zone in a twelve (12) hour format or twenty-four (24) hour format.

## 1.9 Schedule<sup>1</sup>

Date or Period	Time (-4 GMT)	Event
April 1, 2026		Publication of the RFP
April 15, 2026	13:30:00	Preproposal Meeting
April 29, 2026	24:00:00	Last day to submit Request for Clarifications
May 6, 2026		Last day on which answers to Requests for Clarifications shall be issued

<sup>1</sup> The Commission or the Bid Board reserves the right to change the date and time of the events established in the RFP Schedule. All changes shall be notified via amendment to the bidders electronically and on the CEE website.

Date or Period	Time (-4 GMT)	Event
June 24, 2026	12:00:00	Deadline for delivery of proposal
June 24, 2026	14:00:00	Public Opening
July 15, 2026 - July 21, 2026	09:00:00	Confirmation Meetings

ILLUSTRATION 4 SCHEDULE

#### 1.10 Challenging the RFP Bid Document

Any bidder interested in participating in the RFP may challenge the Invitation or the RFP Bid Document, in writing, only when any of the procedures established in the Regulations have not been followed. The document challenging the invitation or the RFP Bid Document must contain the following:

- 1) The RFP number.
- 2) A detailed description indicating the specific parts established in the RFP Bid Document whose terms are being challenged.
- 3) The grounds for the submitted challenge and any evidence supporting the submitted argument.
- 4) A clear indication of the remedy or action being requested.
- 5) The signature of the authorized representative of the bidder.

The challenge document must be filed personally with the Secretary of the Commission, within the three (3) business days following the date of delivery of the RFP Bid Document by the Bid Board via email to the bidders or from the date of publication of the invitation in the RUS. If the date of delivery of the RFP Bid Document is different from the date of publication in the RUS, it shall start running from the date of publication of the latter. All challenge documents filed outside of the period established herein shall be rejected without further process. A copy of the document filed with the Bid Board must be notified.

#### 1.11 Availability of RFP Bid Document

The RFP Bid Document must be downloaded from the CEE webpage. Documents may be downloaded free of charge and shall be available from the date of publication provided in Section 1.9 of this RFP. This RFP is made available in both Spanish and English for the purpose of facilitating its distribution to and comprehension by potential bidders. However, the Spanish version is the binding legal version of the present RFP. In the event of discrepancies, ambiguity, omission, inconsistency, translation error, contradiction or difference in interpretation between both versions, the Spanish version shall exclusively prevail for all legal, administrative, contractual and interpretation purposes. The submission of a proposal in accordance with this RFP shall constitute an express, free and unequivocal acceptance by the bidder of the present clause of linguistic preference.

#### 1.12 Notification of RFP Bid Document

The Bid Board shall send the RFP Bid Document, by email, to all potential bidders of which it has knowledge which provide electronic vote counting systems.

1.13 Cancellation of the RFP

The Commission may cancel this RFP before or after the Public Opening in accordance with the provisions of the Regulations.

1.14 (RO) Preproposal Meeting (compulsory and confidential)

The Preproposal Meeting shall be held on the date provided in Section 1.9 of this RFP for the purpose of presenting the project's scope, providing confidential documents, and clarifying the doubts that may arise in relation to the RFP Bid Document. All bidders **shall have to participate** in the Preproposal Meeting to be able to submit a proposal and, if they do not participate, they shall be disqualified.

The Preproposal Meeting shall be conducted **in person** in:

**Puerto Rico State Elections Commission  
Administrative Building  
Arterial Ave. B 550  
Hato Rey, San Juan, Puerto Rico**

The bidder must register to participate before the beginning of the proceedings. The Preproposal Meeting shall be considered to have begun when the Clerk's Office of the Bid Board or any representative authorized by the Bid Board has finished the registration of attendance aloud. After said registration has been finished, no other bidders shall be allowed to join or participate. Before beginning the Preproposal Meeting, all bidders must have submitted the signed Confidentiality and Non-Disclosure Agreement included in Appendix A. Also, said Confidentiality and Non-Disclosure Agreement must have attached the corporate resolution certifying the authorized representative whose content is included in Appendix B.

The participants at this meeting must observe rules and conduct guaranteeing respect and decorum. Any manifestation of inappropriate conduct shall constitute sufficient grounds for disqualification of the same.

The president of the Bid Board or a member of the Board designated by said president shall preside over the Preproposal Meeting. The Bid Board reserves the right to call one or more mandatory meetings.

1.15 Request for Clarifications (RFC)

All bidders who would like to ask questions regarding a matter related to this RFP shall submit them to the Bid Board, in writing, via email to [juntadesubastas@cee.pr.gov](mailto:juntadesubastas@cee.pr.gov). Questions must be submitted on or before the date provided in Section 1.9 of this RFP identified as reference with the number of the RFP. Questions or requests for clarification, submitted after the date and time indicated in this RFP, shall not be considered. The Bid Board shall publish all clarifications or related interpretation on the CEE webpage and shall notify all interested bidders by email on or before the date provided in Section 1.9 of this RFP. The Bid Board shall not respond to verbal requests, except for those made at the Preproposal Meeting.

#### 1.16 Submission of Proposals

Proposals shall be submitted **in person**, on or before the date provided in Section 1.9 of this RFP, in the following two (2) ways:

- 1) hard copy
- 2) electronic format

Bidders who do not submit their proposal in the two (2) ways required herein shall be disqualified.

The hard copy of the proposal shall consist of the original and one (1) paper copy. The electronic copy must be provided in portable document format (pdf) with search function by character and stored in a USB flash drive. The electronic proposal must include a true and exact copy of the proposal's documents delivered physically.

The original proposal, the hard copy and the solid-state memory in which the electronic copy is stored must be contained in a sealed envelope or box. Said sealed envelope or box must be identified with the information in the format and content as described in the Identification Sheet included in Appendix C. The envelope or box must not contain any other information beyond the information specified in the form provided. Proposals received without identification as established herein shall be processed as regular correspondence. Under these circumstances, the Bid Board shall not be responsible if the sender loses its opportunity to submit its proposal on time, who shall also not be able to request that notice be taken of the same or allege that the proposal has been disclosed or opened prematurely.

Proposals sent by fax, email, or any other method besides the one provided herein, shall not be accepted. The address to be used by the bidder for submission of its proposal shall be the following:

Physical Address
Puerto Rico State Elections Commission Administrative Building, 4th Floor Acquisitions Office Arterial Avenue B 550 Hato Rey, San Juan, Puerto Rico Attention: Clerk's Office of the Bid Board Hours: 8:30 a.m. to 12:00 p.m. and 1:00 p.m. to 4:00 p.m. on business days

ILLUSTRATION 5 PHYSICAL ADDRESS SUBMISSION OF PROPOSALS

The Clerk's Office of the Bid Board of the CEE shall issue an acknowledgment of receipt including, at a minimum, the name of the bidder and of the person who delivers the proposal and phone number, date and time proposal is received. A copy of the acknowledgment of receipt shall be kept as evidence and the original shall be given to the bidder. Also, upon receipt of the envelope

or package containing the proposal at the Bid Board, it shall be marked indicating the date and exact time of receipt, which shall constitute the official date and time of delivery of the proposal.

If any natural event or special circumstance takes place which causes the closing of the CEE and prevents receipt of the proposals on the date and time indicated in the RFP Bid Document, proposals shall be delivered on the day that the CEE resumes the work and at the time originally provided, or on any other date, time, or both, notified in a timely manner.

All submitted proposals shall be under custody of the Bid Board and under no circumstance shall they be open until the date and time set for the Public Opening.

Proposals received physically **outside of the date and time deadline** shall be returned to the bidder, and the latter shall be informed of their failure to comply with the established conditions and of their disqualification. The proposal original delivery envelope or package shall be kept and shall be made a part of the RFP record.

#### 1.17 Public Opening

The Bid Board shall open the proposals on the date and time provided in Section 1.9 of this RFP. All bidders or people interested in attending the Public Opening, which shall be carried out in person, shall be able to gain entry to the same. The Public Opening shall be carried out in:

**Puerto Rico State Elections Commission  
Administrative Building  
Arterial Ave. B 550  
Hato Rey, San Juan, Puerto Rico**

It is not mandatory for bidders to participate in the Public Opening for their proposal to be considered.

If, before the date of the Public Opening, and for reasons outside of the control of the Bid Board or the CEE, the envelope or package is opened, because it was not properly identified, or it is broken or damaged, the Bid Board shall contact the relevant bidder in order for the latter to personally check the envelope or package, and the documents contained in the same, and put them in another sealed envelope or package, properly identified, and formally deliver the bid. The date of delivery of the proposal shall be the original receipt date. The secretary of the Bid Board shall prepare a record of events to which they shall attach the opened, damaged or broken envelope or package, and the bidder shall write their signature at the end of the record indicating the date and time of the inspection of the envelope or package.

The Public Opening shall be public, but the contents of the proposals shall not be read. At the time of opening the proposals, only the identity of the bidders shall be announced. The Public Opening has the purpose of allowing interested parties to verify which proposals were received.

All proposals, evaluations, discussions and negotiations will remain confidential during the process of evaluation and negotiation and until the award. During said period, only the members of the Bid Board, the Committee of Advisors, the Commission, and the president or their authorized CEE representatives, shall have access to the proposals and to the results of the evaluation.

## **2.0 Rules of Business and Format Requirements for Proposals**

The proposal must be prepared and submitted by the bidder in accordance with all the instructions, conditions and requirements included in this RFP. The bidder must not submit general marketing material that does not specifically respond to this RFP.

### **2.1 Instructions**

#### **2.1.1 Communication Restrictions**

All bidders and natural or legal persons interested in participating in this RFP are warned that it is prohibited to have direct or indirect communication with the officials, employees or contractors of the Commission, members of the Bid Board or of the Committee of Advisors. Anyone who fails to comply with the foregoing shall be disqualified and be subject to any other penalty imposed by the applicable laws or regulations. All communications shall be in writing and through the Clerk's Office of the Bid Board to the following email address: [juntadesubastas@cee.pr.gov](mailto:juntadesubastas@cee.pr.gov).

#### **2.1.2 Clarity and Integrity of the Proposal**

Proposals must comply with the requirements provided in this RFP. All of the information requested in this RFP shall have to be provided in a clear and accurate manner and in Spanish. This last language requirement does not apply to supporting documents previously prepared in a language that is not Spanish, as long as said language is English, such as presentation documents, technical literature, among others. Proposals must be organized to answer each question or request for information in the strict order in which they were required using the Checklist and Presentation Form included in Appendix D. An electronic copy of said document shall be provided in .docx format. Each answer must be in accordance with the corresponding requirement identified according to the type. Each of the answers must state whether the requirement is complied with using the applicable "In Compliance" or "Not in Compliance" phrase, followed by an explanation detailing how the requirement is complied with. In the event of non-compliance, an explanation shall not be required.

#### **2.1.3 Confidential Proposal Information**

Proposals submitted by the bidders shall be part of the record of the RFP in which they participated and become property of the CEE, regardless of whether this RFP is cancelled or awarded. However, confidential information constituting trade secrets or any other information protected by copyright, among other legal provisions, may not be disclosed by the CEE. As a result, all information constituting confidential, patented or privileged information, or that is related to trade secrets, patented or privileged information, must be

attached to the proposal by the bidder in an individual sheet that must be titled "Confidential and Protected Information."

The CEE shall not disclose information indicated by the bidder in its proposal as Confidential and Protected Information. The information related to the offer may only be made public after the award is notified. Neither the contract awarded nor any of the prices established in it shall be considered confidential or exclusively owned, and said information shall be available to the public.

2.1.4 Format of the Proposal

Proposals must be printed on 8½" x 11" white paper. Documents including graphs and/or visual content that are part of the proposal must be included as appendices to the Checklist and Presentation Form. The original documents shall be submitted together with the proposal delivered physically.

2.1.5 (RO) Content of the Proposal

2.1.5.1 Presentation Letter

The presentation letter must be clear, concise and include enough details for an effective evaluation and to justify validating what is stated therein. Also, the presentation letter must contain all the information that the bidder believes the CEE shall have knowledge of and consider as part of its evaluation.

In addition to being initiated, the presentation letter must also be signed by the authorized representative. This letter must contain the following information, but shall not be limited to:

- 1) Legal name of the bidder
- 2) Information of the Bidder
- 3) Classification from the North American Industry Classification System (NAICS), if available.
- 4) Identification of all proposed subcontractors.

Failing to include all the elements described above in the presentation letter may result in disqualification of the proposal.

2.1.5.2 Proposal Certification

The Certification of Proposal must be endorsed with the initials and signature of the authorized representative of the bidder in the form identified as Appendix E to this RFP. The certification must be signed in indelible ink in the space provided. The electronic signature of the representative authorized in the proposal is also authorized. Failure to comply with this requirement shall result in rejection of the proposal.

All the pages of the Certification of Proposal must be endorsed with the initials of the authorized representative. In the event that, during the Public Opening, it is found that any of the pages of the proposal were not endorsed by the authorized representative, the content of said pages shall be deemed correct, the Clerk's Office of the Bid Board shall certify, with the initials, receipt of said pages during the Public Opening, and shall

indicate it in the record or minutes of the Bid Process. However, if the deficiency in the Certification of Proposal is the signature, said condition shall result in the proposal being deemed not submitted.

#### 2.1.5.3 Checklist and Presentation Form

The bidder must answer this RFP using the Checklist and Presentation Form provided in Appendix D and for additional information refer to Section 2.1.2 of this RFP.

#### 2.1.5.4 Table of Costs

For the purpose of standardizing the way the bids are prepared and submitted in compliance with this RFP, the CEE provides the Table of Costs in Appendix F. The table of costs provides for the bidding for goods and services via purchase and purchase with financing<sup>2</sup> and lease alternatives. The bidder is obliged to make a bid for the three (3) alternatives,<sup>3</sup> and so proposals not including the three (3) alternatives shall not be accepted. The table of costs shall provide the necessary spaces for each bidder to enter the different costs for each of the items requested and shall consist of four (4) parts (one for each acquisition alternative and another one for the prices offered). Proposals with tables of costs in a format different from the one provided by the CEE shall not be accepted. The cells of the table of costs that must be completed by the bidder shall be marked in yellow. Cells not in yellow must not be used or modified. Also, the table of costs shall have protected formula cells; any alteration of the sheet beyond the entry of the information requested shall be considered just cause for disqualification of the bidder. The table of costs shall only be made available in .xlsx format for the bidders who participate in the Preproposal Meeting. The bidder shall provide a signed printed copy of this table of costs as part of its proposal and a digital copy in .xlsx format stored in a physical medium.

### 2.2 Bid Price

The bid price for each proposal shall be determined based on the table of costs. The calculations to obtain the bid price shall be done automatically using a work sheet in .xlsx format, which shall only be provided to the bidders who participate in the Preproposal Meeting. The governing basis for this action lies in obtaining an amount for each proposal over uniform conditions and assumptions.

The conditions to be used for the calculation of the bid price are subject to the amounts and units for each item described in the table of costs. Said conditions include the recurring and non-recurring costs per election. These conditions shall be applied to the following elections:

#### 2.2.1 Primaries

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<sup>2</sup> In the event of purchase with financing, the interest percentage, if any, to be included in the Table of Costs, may not exceed the prevailing percentage at the time of submission of the proposal, as provided by the Government of Puerto Rico for this type of acquisition. However, if the Commission decides to acquire goods and services via this method, the maximum allowable contract interest shall be the one prevailing at the time of the award. It is the responsibility of the bidder to verify the interest percent applicable to the Government of Puerto Rico in the following link: [www.aafaf.pr.gov/maximum-interest-rate](http://www.aafaf.pr.gov/maximum-interest-rate).

<sup>3</sup> The Commission shall determine which of the alternatives, between purchase, purchase with financing, or lease, it shall choose for the award.



Three (3) primaries shall be used for two (2) political parties based on the data of the 2024 Primaries.

2.2.2 General Elections

Three (3) general elections shall be used based on the data of the General Elections and Plebiscite of 2024.

2.2.3 Special Elections

Three (3) special elections shall be used based on using one ballot box per polling station for a total of 1291 with 114 ballot variations.

Additionally, the following assumptions shall be made to calculate the bid price:

2.2.4 Accreditation of Printing Lines (if applicable)

The accreditation of four (4) printing lines shall be assumed.

2.2.5 Training Sessions

Fourteen (14) training sessions shall be assumed.

2.2.6 Contract Term

A contract term until December 31, 2036, shall be assumed.

2.2.7 Election Management Services

6,951 hours for election management services shall be assumed.

2.2.8 Performance of Logic and Accuracy Tests

The use of the number of scanning machines applicable to each type of election shall be assumed.

2.2.9 Support during Transmission of Election Results

Twelve (12) hours per election for a total of one hundred and eight (108) hours shall be assumed.

2.2.10 Support for Service Call Assistance

Sixteen (16) hours per election for a total of 288 hours-person shall be assumed.

2.2.11 Support during the Processing of Ballots in the Central Machines

4,860 hours for the processing of ballots in the central machines shall be assumed.

2.2.12 Support during Transmission of General Vote Counting Results

1,848 hours for the processing of ballots in the central machines shall be assumed.

2.2.13 Configuration of Communication Services

Forty-five (45) days for the configuration and integration of communication services shall be assumed.

2.3 Proposal Corrections

All proposals must be submitted in a legible, clear, complete and precise manner. Varied or ambiguous bids shall not be considered. Proposals submitted with corrections, resulting from errors, must be initialed by the bidder; otherwise, they shall be deemed invalid. Proposals including corrections without initials, or made using correction fluid, white fluid (liquid paper) or correction tape, shall not be accepted.

2.4 Withdrawal of the Proposal

Withdrawal of a proposal may be made by written request addressed to the Bid Board submitted at any time before the Public Opening. No bidder may withdraw its bid after said Public Opening.

2.5 Cost of Preparing the Proposal

The CEE shall not be liable for, nor shall it assume the costs incurred by the bidder in preparing or submitting the proposal, supplementary information, or attending any Preproposal Meeting or necessary meetings to clarify any matter related to the proposal as part of the process. The bidder shall be responsible for all costs related to submission of its proposal.

2.6 Amendments to the RFP

The Commission may amend any part of this RFP up to five (5) business days before the Public Opening when the amendment involves changes or additional requests that must be included in the proposal. If the amendment does not affect the content of the proposals, the Commission may amend any part of this RFP up to two (2) business days before the Public Opening. In the event of any amendment before the Preproposal Meeting, it shall be notified to all potential bidders invited by the CEE to participate in the bidding process. In the event of any amendment during or after said meeting, it shall only be sent by email to the address provided by bidders who participate in the Preproposal Meeting. Also, all amendments shall be published on the CEE webpage at [www.ceepur.org](http://www.ceepur.org) and in the Unified Bid Registry (RUS, acronym in Spanish) at [www.subastas.pr.gov](http://www.subastas.pr.gov). All amendments shall be part of the RFP Bid Document and those interested in bidding must take them into consideration in their proposals.

2.7 Bidding and Other Documents and Information

Each bidder shall have the responsibility to comply with delivering the documents required in this Section or in any other section of this RFP. Compliance with delivery shall depend on different conditions for which it is specified in the text of each requirement. However, as to the conditions for **foreign entities not doing business in Puerto Rico**, **foreign entities doing business in Puerto Rico** and **domestic entities**, a distinction is made in each requirement using the nomenclature **FS**, **FC** and **D**, respectively.

Sworn statements given outside of Puerto Rico should be accepted if they comply with the following requirements:

1. If they are from the states, territories or possessions of the United States of America, it shall be necessary to present evidence of the authority of the official or notary public in the presence of whom they are given. A certification, issued by the competent authority stating that the official or notary public is authorized to act in said capacity, shall constitute sufficient evidence. Any other reliable document, from information media that is recognized for the trustworthiness of its data, shall be valid to confirm the authority of the official or notary public in the state, territory, or possession of the United States, or at the national level.
2. If they are from countries under the International Hague Treaty of October 5, 1961, the legalization shall be the apostille provided by said treaty.
3. If they are from countries that are not under the International Hague Treaty, they must be legalized by the corresponding United States of America consular authority. When the country does not have diplomatic relations with the United States of America, the

document may be legalized by the official who, by the authority of the United States of America, has been designated for said purpose.

2.7.1 (RO) Corporate Resolution (FS, FC, D)

The bidder must present the corresponding corporate resolutions authorizing the authorized representative to sign proposals and contracts on behalf of the bidder. If the representative authorized by the corporation is able to sign both proposals and contracts, only one corporate resolution for this purpose shall be allowed. This requirement only applies to corporations.

2.7.2 (RO) Existing Contracts and Scheduled Projects (FS, FC, D)

The bidder must detail any business relationship, services contract or project that it is performing or as to which it has active proposals, whether as the main contractor, part of a consortium or subcontractor. This applies to business relationships, services contracts or projects whose effective period, or part of it, is contained within the period from the moment of issuance of this RFP to December 31, 2028, whether this is with private organizations or local, municipal, state or federal government entities. The information regarding these commitments must include:

- Name of the project
- Organization with which it has the project
- Project amount
- Project start date
- Projected end date
- Contract number (if with a government entity)

The CEE reserves the right to request to the bidder, its clients, or third parties, whether they are included by the bidder as references, additional information to corroborate the information endorsed by the bidder in its proposal.

2.7.3 (RO) Certification of Non-Collusion (FS, FC, D)

The bidder must submit a certification to the effect that there is no collusion between the bidders at the time of submission of their proposals, for which it shall use the form provided in Appendix G. Said certification must be delivered along with the proposal.

2.7.4 (RO) Certification of No Conflict of Interest (FS, FC, D)

The bidder must submit a certification of no conflict of interest in compliance with the Code of Ethics for Contractors, for which it shall use the form provided in Appendix H, which must be delivered along with the proposal.

2.7.5 (RO) Certificate of Non-Bankruptcy (FS, FC, D)

The bidder must submit a certificate informing us as to any process or notification of declaration of bankruptcy, reorganization, composition, readjustment, liquidation or similar reparation under any current legal provision which in any way compromises any of its assets, for which it shall use the form provided in Appendix I.

- 2.7.6 (RO) Audited Financial Statement (FS, FC, D)  
The bidder shall have to deliver audited financial statements for the last two (2) years or the equivalent for public companies. Also, bidders must provide a summary of finances and projections for the next five (5) years.
- 2.7.7 (RO) Sworn Statement of the Anti-corruption Code (FS)  
The bidder shall have to submit a sworn statement of no criminal or civil investigation, accusation, conviction, disenfranchisement, suspension, disqualification or disclosure of other information, in compliance with Law 2-2018, as amended, for which it shall use the form provided in Appendix J, which must be delivered along with the proposal.
- 2.7.8 (RO) Bidder Registration (FC, D)  
The bidder may be registered in the Unified Bidder Registry (RUL, acronym in Spanish) of the Administration of General Services of Puerto Rico (ASG, acronym in Spanish). Details regarding registration for compliance with this requirement can be found at [www.asg.pr.gov](http://www.asg.pr.gov). If the bidder **is not** registered in the RUL, it shall have to submit the following documents:
- Tax Return Filing Certification (Model SC 6088) related to the filing of income tax returns for the last five (5) years from the Department of the Treasury.
  - Copy of the first page of the income tax returns corresponding to the most recent year in the event that, in the Tax Return Filing Certification, said year appears in compliance.
  - Certification of Reasons based on which It Is Not Legally Obligated to File Returns (Model SC 2781) from the Department of the Treasury if, in the Tax Return Filing Certification, other years different from the most recent year appear in compliance.
  - Manual Correction to the Tax Return Filing Certification (Model SC 2888) from the Department of the Treasury in the event of incorrect information appearing on the Tax Return Filing Certification.
  - Electronic Certification from the Bureau of Employment Security, Division of Unemployment and Temporary Non-occupational Disability taxes of the Department of Labor and Human Resources of Puerto Rico (DTRH, acronym in Spanish).
  - Electronic Certification from the Social Security Program for Drivers and Other Employees of the DTRH.
  - Certification of Existence or Certification of Authorization to Do Business for a Foreign Company from the Puerto Rico Department of State.
  - Certificate of Good Standing from the Puerto Rico Department of State.
  - Employer Certification of Compliance from the Administration for Child Support Enforcement (ASUME, acronym in Spanish). This requirement must be complied with only by corporations.
  - Negative Certification of Child Support Case from the ASUME or Certification of ASUME Account Statement. This requirement must be complied with only by contractor individuals.

- Tax Return Filing Certification of Movable Property Taxes from the Municipal Income Collection Center (CRIM, acronym in Spanish), **if it owns movable or immovable property.**
- Negative Certification of Movable Property, **if it does not own movable property.**
- Sworn Statement of the Anti-corruption Code in compliance with Law 2-2018, as amended, the bidder must submit a sworn statement of no criminal or civil investigation, accusation, conviction, disenfranchisement, suspension, disqualification or disclosure of other information, for which it shall use the form provided in Appendix J, which must be delivered along with the proposal.
- Sworn Statement of Not Filing Movable Property Tax Returns, **if it does not own movable property.** The sworn statement required herein must contain the following information:
  - The income stems from and is paid for professional services (explain nature of the same).
  - During the last five (5) years, or from the moment that it began to provide the professional services (explain years), it did not have a business or movable or taxable property as of January 1st of each year.
  - Based on said reason, it is not obligated to file a movable property return as provided by Article 6.03 of Law 83 of August 30, 1991, as amended, known as the “Municipal Property Tax Law”.
  - As a result of the foregoing, it does not have a tax record in the mechanized system of the CRIM in respect of filing movable property returns for the last five (5) years, or from the moment that it began providing professional services.
- Debt Certification in Respect of All Items from the CRIM, **if it does not own immovable property.**
- Negative Certification of Movable or Immovable Property, **if it does not own movable or immovable property.**

- 2.7.9 (RO) Tax Return Filing Certification (FC, D)  
Model SC 2942 A for sales and use tax (IVU, acronym in Spanish) for the last 60 periods from the Department of the Treasury of Puerto Rico.
- 2.7.10 (RO) Debt Certification (FC, D)  
Model SC 2927 A or Model SC 6096 related to the sales and use tax from the Department of the Treasury of Puerto Rico.  
Evidence of payment plan and compliance with the same in the event of debt with the Department of the Treasury of Puerto Rico.
- 2.7.11 (RO) Merchant Registration Certificate (FC, D)  
Model SC 2918 of the Department of the Treasury of Puerto Rico.
- 2.7.12 (RO) Certificate of Authorization to Do Business for a Foreign Corporation (FS)  
This certificate must be issued by the Puerto Rico Department of State.

- 2.7.13 (RO) Articles of Incorporation (FS)  
The bidder must submit the articles of incorporation of the company.
- 2.7.14 (RO) Incorporation Certification or Certification of Existence (FS)  
This certification must be issued by an entity of the state or country in which the bidder is incorporated.
- 2.7.15 (RO) Certificate of Good Standing (FS)  
This certificate must be issued by an entity of the state or country in which the bidder is incorporated.
- 2.7.16 (RO) Employer Certification of Compliance (FS)  
This Certification is issued by the ASUME and it must be complied with only by corporations.
- 2.7.17 (RO) Negative Certification of Child Support Case or Certification of Account Statement (FS)  
This Certification is issued by the ASUME and it must be complied with only by contractor individuals.
- 2.7.18 (RO) Bid Bond (FS, FC, D)
- 2.7.19 (RO) Diagram of Resources  
The bidder must provide an organizational diagram of the company with the personnel assigned to the project, including the dedicated resources required in this RFP. Also, as to the diagram, it is required that the bidder provide, only for the dedicated resources, the information detailed herein:
- Position in the company
  - Task that they shall perform in the project
  - Résumé
  - Location from which they shall perform their task (only for dedicated resources that do not need to be in Puerto Rico)
- 2.7.20 (RI) Notification of Changes in Diagram of Resources  
The company shall have the responsibility of notifying the CEE of any change in resource, address, phone, email, or in the organizational structure or legal status that occurs at any time during the effective period of the contract and that is related to the project.
- 2.7.21 Subcontractors
- 2.7.21.1 (RO) Subcontractor Information  
The bidder shall have the responsibility of informing, as part of its proposal, of the subcontractors that it shall use as part of the project, if any. Said information must contain, at a minimum, the name of the natural or legal person, contact data, such as phone number, email, postal and physical addresses. It must also contain a detailed description of the duties related to the participation of the subcontractor in the project,

as well as their previous experience in similar tasks or projects. The Commission reserves the right to request additional information from any subcontractor. To comply with this requirement, all bidders must deliver the Subcontractor Certification with their proposal, for which they shall use the form provided in Appendix K.

2.7.21.2 (RC) Subcontractor Documents

The winning bidder must submit, for each of the subcontractors detailed in its proposal, the contracting documents required in Section 2.7 of this RFP. Said submission of documents shall be done after the award and before the signing of the contract.

2.7.21.3 (RI) Subcontracting during the Contract

In the event that the company hires a subcontractor during the effective period of the contract, it shall be the obligation of the company to inform the CEE as to said matter and provide the corresponding documents to the new subcontractor required in Section 2.7 indicated above. Both the duty to inform and to provide the documents regarding the subcontract by the company shall be done before the start date of the job of the subcontractor in question and said start of the job shall depend on the approval of the Commission.

2.7.22 (RO) Preliminary Project Timeline

The structure of the Preliminary Project Timeline presented in Appendix L shows the main tasks to be followed in the implementation of the project. This structure is presented for the purpose of indicating the minimum main tasks which each bidder shall use to generate the Preliminary Project Timeline required in this Section. The bidder must complete said structure to generate the Preliminary Project Timeline and shall take into consideration, within said timeline, that the contract execution date shall be October 1, 2026, and the project conclusion date may not be after January 31, 2028.

To comply with this requirement, the bidder shall submit the Preliminary Project Timeline with the dates, tasks, subtasks, interdependencies, responsible parties, among others, in accordance with their compliance condition, capacity to implement the required tasks and understand the project. The project conclusion date submitted in the Preliminary Project Timeline by the bidder shall be considered as part of the assessment for awarding points under time of delivery criterion. Also, said date shall be considered absolute and shall be subject to penalties in the event of noncompliance.

2.7.23 (RI) Project Timeline

As part of the scope of its job, the company must prepare and provide the Project Timeline, including, in a detailed manner, the dates, tasks, subtasks, interdependencies, responsible parties, among others, to comply with the project conclusion date. The Project Timeline shall use, as the basis, the Preliminary Timeline submitted by the bidder as required by this RFP, and it shall have to be completed once the initial project meetings are concluded. Additionally, the company shall be obligated to keep the Project Timeline up to date in accordance with any amendment agreed on between the parties.

2.7.24 (RO) Informative Questionnaire regarding Production of Scanning Machines

In this questionnaire, the bidder shall only provide an answer as to the components of the proposed Vote Counting System that are exclusively produced by the bidder, whether directly or indirectly through a manufacturer of equipment.

- 2.7.24.1 Where shall the precinct machines and central machines (if the latter are applicable) required by the CEE be manufactured and assembled?
- 2.7.24.2 Indicate your current monthly capacity for production of precinct machines and the production capacity that you may reserve to comply with the amount required by the CEE in this RFP. Additionally, indicate the production time for central machines (if the latter are applicable).
- 2.7.24.3 Indicate whether there is a back order or backlog that is available to the CEE of the models proposed for precinct machines and central machines (if the latter are applicable), and if so, provide the amount of existing back order or backlog for each type of scanning machine.
- 2.7.24.4 Indicate whether you keep any inventory that is available to the CEE of the models proposed for precinct machines and central machines (if the latter are applicable), and if so, provide the existing inventory amount for each type of scanning machine.
- 2.7.24.5 If your existing inventory available to the CEE is less than the amounts required in this RFP, indicate the period, in calendar days, between issuance of the purchase order by the CEE and the beginning of the manufacturing of the precinct machines and central machines (if the latter are applicable), respectively.

2.7.25 (RO) Informative Questionnaire regarding Delivery Logistics

In this questionnaire, the bidder shall only provide an answer as to the components of the proposed Vote Counting System requiring delivery to Puerto Rico.

- 2.7.25.1 Explain your proposed plan for delivery of each component of the proposed Vote Counting System, including sea or air transportation operators, port or airport for loading and unloading, details of packaging to protect the equipment, insurance, tracking and estimated delivery time from shipment.
- 2.7.25.2 Explain the contingency delivery options in the event of emergency or common disruptions in logistics (congestion or closing of ports, capacity limitations of sea or air transportation operators, delays caused by weather events, among others), and the activation criteria for using them.
- 2.7.25.3 Explain how devices shall be transported from the point of arrival in Puerto Rico to the facilities of the CEE.

2.8 (RO) Terms and Conditions

By submitting the signed proposal, each bidder recognizes and agrees to all the requirements, terms and conditions of the RFP.

2.8.1 Legal Jurisdiction



This RFP, and any executed contract related to it, shall be interpreted in accordance with the laws of the Government of Puerto Rico and the United States of America. Furthermore, the bidder recognizes and agrees to submitting to the exclusive jurisdiction of the Puerto Rico General Court of Justice.

**2.8.2 Release of CEE Obligations**

Generating and providing the information contained in the proposals shall not create or imply any obligation or debt by the CEE, or any of its officials, employees, agents, consultants, or representatives, for any reason. By submitting a proposal, each bidder agrees that it shall not receive additional information as a contingency for its proposal, and it does not hold the CEE, its officials, employees, consultants, agents or representatives responsible for any offer or representation submitted in its proposals. Proposals do not and shall not contain any commitment by the CEE to select a proposal or enter into any contractual relationship with the CEE.

**2.8.3 Interpretation of Information**

Neither the contents of this RFP, nor its delivery to the bidders, nor the delivery of any material, document or any other information by the bidder, nor acceptance of the latter by the CEE, nor the contents of any communication, discussion, meeting, nor any other communication between the bidder and the CEE, may be interpreted by the bidder as a determination by the CEE as to the selection of a proposal, or impose an obligation on the CEE or the Government of Puerto Rico to compensate or reimburse the bidder for any cost or expense incurred in relation to its proposal.

**2.8.4 Asking References**

The CEE may ask questions for reference which it believes are familiarized with the bidder regarding, but not limited to, terms of operation, developments, financial condition, performance in previous projects, experience, qualifications, or any other matter related to the bidder, regardless of whether this reference is identified in the proposal. Submitting a proposal in response to this RFP shall constitute permission from the bidder to the CEE to ask these questions and permission to the references to answer those questions.

**2.8.5 Release of Financial Liability**

No financial liability may be assigned to the CEE, nor to any official, agent, representative, or consultant, under any term or provision of the proposal or document generated by the bidder, in relation to this RFP or to the implementation of the project.

**2.8.6 (RI) Confidentiality**

The company will have access to information that is considered confidential to provide and implement the services described in this RFP. The CEE shall require that the company confirm and comply with the confidentiality of said information. The company shall be required to sign a confidentiality agreement. If an official, employee, consultant, contractor, or any persona rendering for or representing the company, and directly or indirectly working with the CEE, compromises the confidentiality of any information obtained, the

CEE may require, in its discretion, that the company remove the member in question from all work or involvement in the project and in the CEE.

2.8.7 (RC) Property Insurance

The titleholder of each component of the Vote Counting System shall have the responsibility of acquiring a property insurance policy. Said policy shall have to cover one hundred percent (100%) of the price awarded for the components against physical losses or material damages suffered by the components during the effective period of the policy, as long as said physical losses or material damages occur in a sudden and unforeseen manner as a result of accidents, vandalism, theft, fire, floods, infestations, hurricanes, earthquakes, structural failures, among others. The effective period of the policy must coincide with the effective period of the contract or until the period of ownership, whichever takes place first. The insurance policy detailed herein must be acquired by the company (if the latter is the titleholder) before the execution of the contract and through an insurance company registered and authorized to do insurance business in Puerto Rico. Said registration and authorization shall be issued by the Office of the Insurance Commissioner of Puerto Rico.

2.9 Storage

2.9.1 (RO) Storage of Scanning Machines Purchased or Purchased with Financing

The CEE shall have the responsibility of storing the scanning machines during the entire effective period of the contract. The bidder shall have the responsibility of providing, as part of the proposal, the specifications as to environmental and infrastructure conditions for storing each type of scanning machine.

2.9.2 (RI) Storage of Scanning Machines on Lease

The company shall have the responsibility of storing the scanning machines during the entire effective period of the contract. The company shall have the responsibility of maintaining the environmental and infrastructure conditions for storage of the scanning machines. The company shall also have the responsibility of keeping a minimum inventory of 1,700 precinct machines and all the central machines stored in Puerto Rico during the effective period of the contract. Additionally, the company shall have the responsibility of having, on site, in the Electoral Operations Building, or in a location in Puerto Rico determined by the CEE, all the necessary scanning machines for a particular election. This is for carrying out the preventive evaluation of the scanning machines before beginning the Logic and Accuracy Tests.

2.9.3 (RO) Storage and Placement of Other Components

The CEE shall have the responsibility of storing the transfer stations and the stations for the alternative transmission of results during the entire effective period of the contract. The bidder shall have the responsibility of providing, as part of the proposal, the specifications as to environmental and infrastructure conditions for storing both types of stations. The central infrastructure shall be placed in the facilities of the CEE during the term of the contract.

## 2.10 Project Completion

Conclusion of the Vote Counting System Project shall occur once the following requirements, tasks, deliverables, and events, are deemed concluded and complied with by the company and certified as such by the CEE:

- 2.10.1 Performance of Acceptance Tests  
Certification of Acceptance of the Vote Counting System by the Commission.
- 2.10.2 Delivery of all scanning machines at the CEE on site in the event of purchase or purchase with financing.  
Delivery Certification by the Office of Auxiliary Services and Physical Plant.
- 2.10.3 Availability of all scanning machines at the facilities provided by the company for storage in the event of lease.  
Certification of physical availability via validation by the Office of Auxiliary Services and Physical Plant.
- 2.10.4 Delivery, installation and configuration of central infrastructure.  
Certification of delivery by the Office of Auxiliary Services and Physical Plant of the CEE, and certification of installation and configuration by the Osipe.
- 2.10.5 Delivery and configuration of all stations for the alternative transmission of result files  
Certification of delivery by the Office of Auxiliary Services and Physical Plant of the CEE, and certification of configuration by the Osipe.
- 2.10.6 Delivery, installation and configuration of all transfer stations.  
Certification of delivery by the Office of Auxiliary Services and Physical Plant of the CEE, and certification of installation and configuration by the Osipe.
- 2.10.7 Installation and configuration of all applications and firmware of the Vote Counting System  
Certification of installation and configuration by the Osipe.
- 2.10.8 Delivery and hosting of source code in the repository contracted for this purpose  
Certification of delivery and hosting by the Osipe.
- 2.10.9 Delivery to the CEE of all executables of the applications and firmware  
Certification of delivery by the Osipe.
- 2.10.10 Delivery of user manuals for scanning machines and stations for the alternative transmission of result files.  
Certification of delivery and content by the Office of Education and Training.
- 2.10.11 Delivery of user manuals for transfer stations  
Certification of delivery and content by the Osipe.

Once every requirement, task, deliverable and event described above is concluded and complied with, the corresponding certification shall be issued by the applicable CEE office. Once all certifications are issued, the Vote Counting System Project shall be deemed concluded and it shall become possible to perform tasks that are subject to said facts in accordance with the contract. However, during the effective period of the contract, the company shall maintain the obligation to comply with the other contract requirements and commitments.

### 3.0 **Admissible and Inadmissible Proposals**

#### 3.1 Non-responsive or Unacceptable Proposals

The CEE shall not consider proposals which add or eliminate specifications or conditions required in this RFP, or which alter, infringe, modify or vary the same. In its proposal, the bidder shall only make an offer or bid as to what has been requested in accordance with the specifications and conditions established in the RFP Bid Document. Any proposal which exceeds the specifications requested may be accepted, if it does not substantially alter the characteristics of the goods or services requested in the RFP Bid Document.

#### 3.2 Multiple Proposals by the Same Bidder

If a bidder submits several separate proposals for the same RFP, whether under its own name or under pseudonyms, of any of its subsidiaries or branches, of one or more of its partners, agents or officials, **all the proposals submitted by it shall be rejected.**

No person or legal entity may directly or indirectly join or participate as a member of the work team of more than one bidder. Each person or legal entity who participates in this RFP must make sure that no person or legal entity related to the same directly or indirectly has joined or participates as a member of the team of another bidder. A person or legal entity is “related” to another person or legal entity if one of them may exercise control over the other, or if each of them is under the direct or indirect control of the same person or entity. A person or legal entity exercises control over another person if it has the capacity to formally or informally determine the result of his decisions as to financial or operational policies.

All bidders, regardless of whether they are natural or legal persons, whose commercial enterprise, business organization, corporate structure, company, holding company (partnership, corporation or Limited Liability Corporation (LLC) controlling all or most of the shares of its group of companies), composed of or representing multiple DBAs, different subsidiary corporations, affiliates, branches and companies, among others, must quote, bid or submit proposals only on behalf of the natural person (if it is the owner of multiple DBAs) or on behalf of the main business or holding company, if it is a legal person.

#### 3.3 Limited Bid

A bidder who does not specify the term during which it warrants its bid shall be considered to maintain its proposal (offered price) until the corresponding award and notification.

The CEE reserves the right to validate with a bidder who submits a Limited Bid if it shall maintain it until the end of the process. If the bidder maintain the bid, it shall have to submit this in writing to the Board. If, at the time the RFP is awarded, the effective date of the proposal indicated by the bidder has elapsed and it has not submitted, in writing, that it shall maintain the proposal, **the CEE shall not be able to consider it.**

#### 4.0 Evaluation, Selection, Award and Judicial Review

##### 4.1 Evaluation

With the assistance of the Bid Board and as defined below, the Committee of Advisors shall evaluate the proposals based on compliance with specifications, terms and conditions, past performance, financial capacity, technical capacity, delivery term, warranty, price, and what represents the best value for the CEE.

During the first phase, a preliminary evaluation shall be carried out, by which the Bid Board shall examine the proposals to make sure that they comply with the mandatory requirements established in the RFP Bid Document. If the result of the evaluation reveals that a bidder failed to comply with one or more of the mandatory requirements under Section 2.7 of this RFP, **its proposal shall be rejected without further process.** Proposals which **comply will all the mandatory requirements** established in Section 2.7 shall move forward in the evaluation process.

During the second phase, the Committee of Advisors shall evaluate whether the received proposal complies with the mandatory technical requirements. The Committee of Advisors shall evaluate each answer affirming compliance to determine whether in fact the bidder is in compliance with what was requested under the governing criterion as to understanding the requirement and capacity to comply. Bidders whose proposals comply with all the mandatory technical requirements shall be called to the confirmation meeting. However, the Committee of Advisors may, in its discretion, request clarifications or additional information to any bidder regarding their answers through a request for information. Failure to respond to the request for information or to give a satisfactory clarification may result in disqualification of the proposal. **Furthermore, proposals who fail to comply with all the mandatory technical requirements shall be rejected without further process.**

During the third phase, and following the confirmation meetings, the Committee of Advisors shall evaluate, by awarding points, the past performance, technical capacity, financial capacity, delivery term, warranty and preferred requirements of bidders who showed compliance with the mandatory technical requirements, and shall submit, to the Commission, its properly supported preliminary report. Points awarded shall be based on the performance of the bidders under the criteria provided below and shall serve as a guide to the Assembled Commission at the time of evaluation, except for the price.

Evaluation Criteria	Maximum Points
Past Performance	10
Technical Capacity	15

Evaluation Criteria	Maximum Points
Financial Capacity	5
Delivery Term	5
Warranty	5
Preferred Requirements	15
Price	45
<b>Total</b>	<b>100</b>

**ILLUSTRATION 6 POINTS PER CRITERION**

Once the Assembled Commission receives the corresponding report, it shall analyze the initial proposals and recommendations to determine whether it shall accept them. If none of the bidders complies with one of the criteria established in these documents, the Assembled Commission may eliminate the points reserved for said criterion as to all bidders and use, as the base points, the addition of the remaining criteria. In this case, this shall be indicated and supported in the decision to award the bid.

Proposals which, in the third phase, obtain as a result of the preliminary evaluation of the Assembled Committee, at least half of the points, from the addition of all criteria, without considering the price and preferred points criteria, shall be qualified bidders that shall move forward in the process. Proposals which, in the third phase, do not obtain, as a result of their evaluation, the minimum points required herein, shall be rejected.

Once this third face has ended, the Assembled Commission shall be able to determine whether, based on the existence of a complete and open competition, or based on previous experience in relation to the cost of the product or service, the bid may be awarded without further discussion of the initial proposals.

In the event that the Assembled Commission determines that proposal discussions or negotiations must be carried out, it shall have to initiate the Best and Final Offer (BAFO) submission process, in compliance with the provisions of Section 4.9 of this RFP and the Regulations. For the BAFO, the Bid Board must call bidders qualified by the Assembled Commission, giving them a fair and equal treatment in relation to the opportunity to discuss and revise the proposals. However, since the information discussed in said meeting could be different in relation to each bidder, revisions or discussions shall be based on the particular facts and circumstances of each proposal.

Once the final proposals are received, the final evaluation shall be performed by the Committee of Advisors, who shall issue their final report. The Assembled Commission shall carry out a careful analysis of the received offers and reports to then determine which proposal or proposals comply with all of the terms, conditions, specifications, requirements and provisions established in this RFP, and which represents the best value for the CEE, in other words, the bidder which, after the evaluation of all of the criteria, obtains the highest points.

#### 4.2 (RO) Past Performance

The prior performance and experience of the bidder shall be evaluated at the time of awarding the bid. The evaluation shall be based on the information submitted by the bidder in its proposal and its validation.

For the evaluation of past performance, the bidder must comply with what is provided in the Questionnaire regarding Past Performance included in Appendix M, as well as any other information required in these documents. The CEE reserves the right to contact clients or references whether provided by the bidder to verify its past performance.

#### 4.3 Financial Capacity

The financial capacity of the bidder shall be evaluated for the purpose of establishing whether it has fiscal stability to comply with what is provided in this RFP. The evaluation shall be based on the information submitted by the bidder in its proposal in accordance with what is requested in Section 2.7.6 of this RFP.

#### 4.4 Technical Capacity

The technical capacity shall be evaluated for the purpose of determining whether the bidders have the capacity to satisfactorily comply with the needs required in this RFP. For the evaluation of the technical capacity, the bidder must comply with the information requested and applicable in this RFP.

#### 4.5 Delivery Term

During the evaluation for the awarding of points, the delivery term shall be determined based on the date of conclusion of the project indicated by the bidder in the Preliminary Project Timeline. The earliest project conclusion date shall receive the maximum points available for that criterion, the latest date shall receive zero (0) points, and the others shall receive a portion of the maximum in proportion to the earliest date. Also, all proposals whose delivery term exceeds the maximum term provided in this RFP shall be rejected. To establish the delivery term, the bidder shall have to comply with the provisions of Section 2.7.22 of this RFP.

#### 4.6 Warranty

During the evaluation of the awarding of points, a warranty exceeding what is required shall receive the maximum points available for that criterion. Also, any proposal which does not comply with the minimum required in this RFP shall be rejected. When establishing the warranty, the bidder shall have to comply with the provisions of Section 15.9.10 of this RFP.

#### 4.7 Preferred Requirements

Each preferred requirement shall be evaluated in relation to the corresponding parameter provided in this RFP and the addition of said points shall not exceed the maximum points established for this criterion.

#### 4.8 Price

The proposal as to prices shall be analyzed to determine whether they are fair, reasonable and competitive, and whether they represent the best value for the CEE. Fair and reasonable price

refers to an evaluation by the CEE of any price proposed by a bidder for the different types of goods and services.

#### 4.9 Best and Final Offer (BAFO)

The CEE may request a BAFO to qualified bidders, by which the latter shall have the opportunity to submit their last and most attractive price, and clarify any information provided in the original offer or amend it. The timeline for submitting said BAFO shall be published on the CEE website and shall be notified directly to all qualified bidders.

#### 4.10 Selection

The Commission, or the president of the CEE, in the absence of unanimity among the proprietary elections commissioners, shall examine all submitted final proposals, before making any determination as to the award. Neither the Commission, nor the president of the CEE, as applicable, shall be obligated to adopt the recommendation of the Committee of Advisors. If it does not accept the recommendation of the Committee of Advisors, it shall perform its own evaluation and award the applicable points in compliance with the provisions of the RFP.

#### 4.11 Global Rejection of Proposals

Any or all offers in a bid process may be rejected in the following situations: (1) bidders do not comply with any of the requirements, specifications or conditions stipulated; (2) prices obtained are unreasonable or terms are onerous; (3) when all of the offers exceed the designated budget; (4) when offers show that the bidders control the market of the product requested and it is believed that they have conspired to quote excessive prices; and (5) when in the opinion of the Commission, or of the president of the CEE, as applicable, the offers do not represent the best value for the CEE. In the event of subsection 4, the corresponding referral shall be made to the Department of Justice.

#### 4.12 Award and Notification

In the absence of unanimity among the proprietary Elections Commissioners, the Commission, or the president of the CEE, shall award the bid. The bid shall be awarded to the responsive bidder who has offered the best value, in other words, the one who obtains the highest points following the evaluation of all criteria.

Once the CEE awards the bid, it must notify its final decision via Resolution or Notice of Award. The Resolution shall be notified by the Bid Board to the email address indicated by the bidders in the Corporate Resolution. When the email is not indicated in the Corporate Resolution, it shall be notified to the email registered by the authorized representative of the bidder at the Preproposal Meeting.

The notification of award of the RFP shall not constitute a formal agreement between the parties. In this Request for Sealed Proposals, it shall be necessary to draw up a contract between the CEE and the bidder to whom the bid is awarded. Neither the CEE nor the Government of Puerto Rico shall be bound or in any way obligated by any award until the corresponding contract is executed and perfected.



#### 4.13 Process of Judicial Review

The unanimous decision of the Commission, or of the president of the CEE, in the absence of unanimity, shall be considered a final and unappealable decision at the administrative level. An adversely affected party may, within a period of twenty (20) days from the date of notice of the decision by email, file a request for judicial review in the Puerto Rico Court of Appeals.

The petitioner shall notify a copy of the request for judicial review to the President and to the Bid Board. It shall simultaneously notify the provider or providers who were awarded the RFP and to all bidders who submitted a proposal for the RFP.

No complaint or legal motion filed in a Court of Justice as to the award or contract may stay the same, unless the order, decision or judgment of the court with jurisdiction becomes final and unappealable.

### 5.0 General Conditions

#### 5.1 Bonds

Bond for amounts lower than the ones required, or payable to an entity different from the ones provided herein, shall not be accepted. Failure to comply with these requirements shall result in rejection of the proposal or cancellation of the award, as applicable. If the Bid Bond is submitted through an insurance company authorized by the Puerto Rico Insurance Commissioner, the bond shall be issued payable to the State Elections Commission. If the Bid Bond is submitted by certified check, money order or bank draft, it shall be issued payable to the Secretary of the Treasury.

##### 5.1.1 Bid Bond

The Bid Bond shall constitute a provisional security to be provided by the bidder for the purpose of warranting to the CEE that it shall maintain its offer during the entire RFP process and until the contract is executed. This RFP requires a Bid Bond of twenty-five percent (25%) of the highest offer price among the three acquisition options (purchase, purchase with financing and lease), as calculated in the Table of Costs.

The Bid Bond shall be simultaneously submitted with the proposal. In any case, bidders which do not submit the document or instrument certifying the original signed Bid Bond shall be disqualified. The Bid Bond must have an effective period of one hundred and eighty (180) calendar days.

When the Bid Bond is submitted through an insurance company, it must enclose a copy of the Certificate of Appointment of Attorney-in-Fact and of the Insurance Company Certification issued by the Puerto Rico Office of the Insurance Commissioner.

When the proposal is amended resulting in an increase in price, the bidder shall be obligated to adjust the bond in accordance with the new amount. If it fails to do so, its original proposal shall remain in effect, and the amendment shall not be considered.

The Bid Bond shall be returned to all bidders after the bid is awarded, except to the winning bidder, to which it shall be returned once the contract is executed. If the CEE decides to cancel the Request for Sealed Proposals, all bid bonds shall be returned.

The CEE shall be able to enforce the Bid Bond if, following the expiration of the period of ten (10) business days from Notification of the Award, the winning bidder does not deliver the Performance Bond. Additionally, the Bid Bond may be enforced if the winning bidder refuses to sign the contract within ten (10) business days from the moment that it is summoned to do so.

#### 5.1.2 Performance Bond

The Performance Bond shall constitute a security to be provided by the winning bidder for the purpose of guaranteeing to the CEE that the contract shall be performed. The winning bidder shall have to submit a Performance Bond to the CEE no later than ten (10) business days following the Notification of the Award. This RFP requires a Performance Bond of one hundred percent (100%) of the adjudicated price as calculated using the amounts considered to calculate the bid price. The effective period of this Performance Bond shall be from the execution of the contract to the delivery of all scanning machines, transfer stations, alternative result transmission stations, the installation and configuration of the central infrastructure. Once this first period has elapsed, the company may periodically renew the Performance Bond equal to one hundred percent (100%) of the amount of the adjudicated price for deliverables (goods and services) that have not been provided or paid. The company shall be obligated to maintain a Performance Bond in effect during the term of the contract.

The Performance Bond may be enforced if, following the expiration of the period provided in the contract, the company does not perform the service or deliver the goods, does not honor the warranties, or does not comply with the obligations in accordance with the contract, for reasons attributable to the same.

If the Performance Bond is enforced, the company shall be financially liable for the difference in price adjudicated as a second option or obtained via exceptional purchase. If the Performance Bond does not cover said excess, the company shall be required to pay the balance. Additionally, the Performance Bond shall be used to pay for damages.

#### 5.2 Transportation

The bid price must include the costs to be assumed by the bidder in relation to transportation, installation, configuration and shipment of goods, and the necessary personnel for performance of the service established in this bidding process, until final delivery of the same at the location designated by the CEE.

#### 5.3 Delivery

In its proposal, the bidder must indicate the term, in days, weeks or months, of delivery of the goods and provision of the services in compliance with what was required by the CEE. Failure to comply, in the proposal, with the terms of delivery provided in this RFP, may result in rejection of the same. Deliveries and services shall be performed within the period provided by the bidder and shall start counting from the moment of execution of the contract. The CEE shall accept partial deliveries, as long as they are previously agreed on and coordinated and within the applicable terms. When a bidder indicates that its delivery term is "immediate," it shall be interpreted to mean in the twenty-four (24) business hours following the execution of the contract.

In the event of breach of contract by the company as a result of delay in service contracted or goods acquired, an amount may be imposed as a penalty, as provided in this RFP. In the event of breach and following a written certification by the receiver of the goods or services, the Finance Office shall be able to deduct the amount applicable to the breach at the time of processing the payment, as provided in this RFP.

#### 5.4 Storage by the Company

The company shall be responsible for the expenses related to the storage of goods, if any and as applicable, and for making sure that they are stored in the required environmental conditions. The CEE shall not be liable for any tax or tariff related to the storage of goods, if any. The CEE reserves the right to perform storage and inventory inspections and audits at least once a year and previously scheduled, if applicable.

#### 5.5 Warranty

The bidder has to include, in its proposal, the warranties as required in this RFP. Warranties must detail the specific period or applicable terms, their effective period, their limitations and conditions, the steps to be taken to claim them, the name of the entity that shall provide the service for replacing, remedying, correcting or repairing the product or service. The bidder shall be able to provide a warranty that is higher than the one required by this RFP but shall not be able to offer a lower warranty. The bidder offering a warranty that is lower than the one required may result in rejection of the proposal.

The company shall agree to honor the warranties submitted with the proposal, as well as other warranties provided by the manufacturer of some of the components. The company shall proceed with the corresponding evaluation and arrangements, within a period not to exceed twenty-four (24) hours once the CEE submits the warranty claim in writing and shall directly provide the warranty. The company shall assume the costs related to the warranties, including the expenses for transportation of personnel or delivery of goods.

#### 5.6 Investigative Collaboration

All persons, bidders and companies must collaborate in any investigation initiated by the CEE, as well as by the State or Federal Government, regarding business transactions or execution of contracts or awarding of government incentives to which they were a party or from which they directly or indirectly benefitted because of this RFP.

## 5.7 Antidiscrimination Clause

The CEE does not discriminate based on race, color, gender, origin or social condition, political or religious ideas, age, nationality, being a victim or being perceived as a victim of domestic violence, sexual assault or stalking, veteran condition, real or perceived sexual identity or orientation, physical, mental or sensory disability.

## 5.8 Warnings

- 5.8.1 Providing any type of false, plagiarized or fraudulent information or documents, as part of the information submitted for this RFP, shall constitute sufficient cause to disqualify or reject the proposal of any bidder, as well as to cancel or terminate any executed contract.
- 5.8.2 The CEE may order the cancellation of the RFP before or after the Public Opening, if a contract has not been executed. This shall be so when it is in the best interest of the CEE.
- 5.8.3 The CEE reserves the right to individually negotiate with the bidders any matter related to the terms, conditions, quality, prices, or combination of factors, to obtain the best value for the CEE. Also, the corresponding award may be made without negotiations.
- 5.8.4 Anyone who submits a proposal or is interested in executing contracts with other agencies and entities of the Government of Puerto Rico, and participates in this RFP process, shall be obligated to disclose all the necessary information for the CEE to be able to evaluate the transactions, in detail, and make correct and informed decisions. Any undisclosed relationship or conflict of interest shall be cause for immediate disqualification.
- 5.8.5 The notice of award of this RFP shall not constitute the formal agreement between the parties and it shall be necessary to draw up a contract with the CEE.

## 5.9 Code of Ethics for Contractors

All bidders must comply with the provisions of Law 2-2018, as amended, known as the “Anti-corruption Code for a New Puerto Rico.” It shall be an indispensable requirement to enter into a contract with the Government, for all persons to agree to be governed by the provisions of the Code of Ethics established in the above-referenced Law.

Also, a natural or legal person who wishes to participate in an RFP process, or in the execution of any contract, with any government agency or instrumentality, public corporation, municipality, or with the Legislative Branch or Judicial Branch, for the performance of services or the sale or delivery of goods, shall submit a sworn statement before a notary public, indicating whether the natural or legal person, or any president, vice president, director, executive director, or member of a board of officers or board of directors, or persons performing equivalent duties for the legal person, has been convicted or found guilty of any of the crimes listed in Law 8-2017, as amended, known as the “Law for the Administration and Transformation of Human Resources in the Government of Puerto Rico,” or of any of the crimes contained in said Code. The sworn

statement shall only be submitted in cases in which the bidder is not registered in the RUL or whose RUL is not current.

Any natural or legal person who has been convicted as a result of violating articles 4.2, 4.3 or 5.7 of Law 1-2012, known as the “Organic Act of the Office of Government Ethics,” of committing any of the felonies against the exercise of public office or against public funds contained in articles 250 to 266 of Law 146-2012, as amended, known as the “Puerto Rico Penal Code,” of any of the crimes classified in the Code, or of any other felony involving inappropriate use of public funds or property, including, but not limited to, the crimes mentioned in Section 6.8 of Law 8, supra, shall be prevented from entering into a contract [] with any executive agency of the Government of Puerto Rico for the applicable period. When a period is not provided, the person shall be prevented for 10 years counting from the date on which the sentence has been served.

All contracts must include a solution clause if the person having contact with the executive agencies is convicted, in state or federal jurisdiction, of any of the crimes that prevent them from entering into a contract under the preceding paragraph. Contracts shall certify that the person has not been convicted, in state or federal jurisdiction, of any of the crimes listed above[.] [T]he duty to inform shall be continuous during all phases of contracting and contract execution.

## **6.0 Contracting**

The CEE shall enter a contract with the winning bidder in relation to the above-referenced RFP. The proposal of the winning bidder, what is provided in this RFP, shall be an integral part of the contract. The contract shall be executed once the CEE receives, from the winning bidder, the warranties, documents, insurance and bonds required. The winning bidder shall have a period of ten (10) business days from notice of the Decision of Award to deliver the documents, bonds, policies and warranties required.

### **6.1 Contractual Liability**

The company shall assume the liability for all contractual activities offered in the proposal, regardless of whether it directly performs said tasks or uses subcontractors to perform them. The company is solely and completely liable for compliance by any subcontractor with the terms, conditions and provisions included in this RFP.

### **6.2 Expired Documents**

The winning bidder must submit again, and before the signing of the contract, the documents required under Section 2.7 of this RFP, and the effective period of which has expired. The Office of Legal Affairs of the CEE shall provide to the winning bidder the list of documents that must be submitted again and shall indicate it the method and date of delivery.

### **6.3 Insurance Policies**

The winning bidder must submit the policies detailed herein, which must include hold harmless clauses (hold harmless agreement), with notice of cancellation 30 days in advance and including the CEE as additional insured. The winning bidder must present evidence of all applicable policies

before the signing of the contract. The CEE reserves the right to request additional coverage, according to the agreements stipulated or funds required.

- 6.3.1 Commercial liability insurance with minimum limits of \$2,000,000.00 per occurrence and \$5,000,000.00 aggregate.
- 6.3.2 Automobile liability insurance for owned vehicles, leased vehicles, and vehicles not owned used in the performance of the contract, with a minimum limit of \$1,000,000.00 (combine[d] single limit) per accident.
- 6.3.3 Employer's liability insurance with a minimum limit of \$1,000,000.00 per accident.
- 6.3.4 Professional liability insurance with minimum limits of \$2,000,000.00 per claim and \$2,000,000.00 aggregate.
- 6.3.5 State Insurance Fund Corporation Insurance, as required by said corporation.

6.4 Assignment of Contractual Obligations to Third Parties

The contractual obligations arising from this RFP may not be assigned or transferred by the company to another natural or legal person, without previous written consent by the CEE and the corresponding amendment to the contract for this purpose.

6.5 Renegotiation of the Prices, Terms and Conditions of the Contract

The prices quoted by the bidder shall remain fixed during the effective period of the contract, in accordance with the proposal and the award of the RFP and shall not be subject to changes as a result of fluctuations in the market, regardless of their foreseeability.

As an exception, and if there is just cause, the CEE, at its own initiative, or at the request of the company, may, during the effective period of the contract, authorize amendments to the established prices, terms and conditions. The CEE shall perform the corresponding analysis to determine whether the proposed amendment would be appropriate. The grounds supporting the applicable amendments and modifications must be stated in writing.

6.6 Refusal to Execute Contract

If the winning bidder refuses to execute the contract after being called by the CEE, the provisions contained in the Regulations and in this RFP shall be applicable.

6.7 Effective Period of the Contract

The contract executed as a result of this RFP shall have an effective period until December 31, 2036.

6.8 Extension of Effective Period

The Commission reserves the right to determine whether to extend the effective period of the original contract signed in this regard for the provision of particular goods and services that are

necessary for the CEE. Said extension shall have the effective period determined by the Commission. The company must honor the unitary prices offered originally for the goods and services required if the contract is extended, as long as the extension does not exceed six (6) months.

**6.9 Contract Review by the Financial Oversight and Management Board for Puerto Rico (JSAF, acronym in Spanish)**

The contract resulting from this RFP shall be subject to review by the JSAF in accordance with the contract review policy of said Board. The contract review policy of the JSAF is available at [www.juntasupervision.pr.gov/proceso-de-revision-de-contratos/](http://www.juntasupervision.pr.gov/proceso-de-revision-de-contratos/).

**6.10 Breach of Contract**

The president of the CEE, following a breach of contract and determination of failure to comply with financial responsibility or any other type of failure by the company, may impose penalties, as provided in Section 9.0 of this RFP and the Regulations. Also, failure to comply with the clauses and conditions of the contract may constitute sufficient cause to terminate it, as provided in Section 6.11 of this RFP. The measures taken in the event of breach shall be imposed following prior notice and in accordance with due process of law.

**6.11 Contract Cancellation or Termination**

The president of the CEE, following a determination by the Commission, may cancel the contract executed as a result of this RFP at any time when it results in, among other things, the protection of the public interest. The termination measure shall be imposed following prior notice and in accordance with due process of law.

A new contract considering the same goods or services may be executed, without prejudice to the application of any other measures provided in other legal provisions related to breach of contract.

**7.0 Ownership, Intellectual Property and Related Provisions**

**7.1 Ownership of Applications and Firmware**

The Vote Counting System shall be for the exclusive use of the CEE. The CEE shall be the owner and titleholder of the applications and firmware for the Vote Counting System in accordance with the terms and conditions agreed on in the contract between the CEE and the company. Therefore, the company shall not be able to sell, gift, provide, transfer, exchange or disclose the Vote Counting System to third parties without the consent of the CEE. These ownership conditions in favor of the CEE do not apply to the basic vote counting system as to which the CEE acknowledges that it shall not have a right.

**7.2 Intellectual Property**

The bidder must inform whether there are intellectual property rights over the code or parts of the source code or any of the components of the basic vote counting system, as well as any patents, marks, commercial names, logos, emblems, copyrights, and any other intellectual property right related to the system. The CEE shall recognize any intellectual property right over

the basic vote counting system and its components. However, the CEE reserves the right to modify the Vote Counting System for its own convenience.

### 7.3 Storage of Source Codes

The company agrees to deliver the source codes of the Vote Counting System for storage in a repository service. Said service shall be provided by a third party that shall be contracted by the CEE. The repository service shall be provided by a company authorized to do business in Puerto Rico and the parties shall agree on the clauses and conditions as to storage and extraction of the original versions of the source codes, as well as the versions resulting from improvements or updates to the Vote Counting System. Extraction conditions shall only take place by mutual agreement between the company and the CEE, except for as applicable under Section 7.5 of this RFP, in which case the CEE shall have the unilateral right to extract any material stored in the repository service.

### 7.4 Storage of Executables

The company agrees to deliver the final version approved by the CEE of each of the executables of the Vote Counting System. The CEE shall be the receiver and depository of said executables. Furthermore, the company agrees to deliver any new versions of executables resulting from improvements or updates to the Vote Counting System. The company shall have the responsibility of developing and maintaining a logbook of control of versions of executables, which shall be shared with the CEE for the purpose of keeping its own registry.

### 7.5 Transfer of Rights over the Source Codes

The company agrees to previously deliver the source codes<sup>4</sup> of the Vote Counting System to the CEE in the event of dissolution of the company. In this case, the company shall transfer to the CEE all the intellectual property rights that it has over the basic vote counting system that is an integral part of the Vote Counting System.

### 7.6 Ownership of Central Infrastructure

The central infrastructure of the Vote Counting System shall be for the exclusive use of the CEE. The CEE shall be the owner and titleholder of all the components of the central infrastructure of the Vote Counting System. Therefore, said components shall become part of the inventory of fixed assets of the CEE once they are acquired.

### 7.7 Ownership of Transfer Stations

Transfer stations shall be for the exclusive use of the CEE. The CEE shall be the owner and titleholder of all the components of the transfer stations of the Vote Counting System. Therefore, said components shall become part of the active inventory of the CEE once they are acquired.

### 7.8 Ownership of Scanning Machines

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<sup>4</sup> The source code of the Vote Counting System includes the part of the code inherent to the basic vote counting system, as well as the one corresponding to the adaptations and modifications that were incorporated for the development of the Vote Counting System.



The company shall have ownership of the scanning machines of the Vote Counting System during the effective period of the contract, which shall only be transferred to the CEE if the latter acquires them by purchase or purchase with financing. Therefore, the machines shall only become part of the fixed asset inventory of the CEE once they are acquired by the CEE by purchase or purchase with financing.

**7.9 Ownership of Stations for Transmission of Results**

Transmission stations shall be for the exclusive use of the CEE. The CEE shall be the owner and titleholder of all the components of the transmission stations of the Vote Counting System. Therefore, said components shall become part of the active inventory of the CEE once they are acquired.

**7.10 Data ownership**

The company shall recognize the CEE as the sole owner of all data stored in the Vote Counting System.

**8.0 Billing and Payments**

**8.1 Billing Method**

The company shall have the responsibility of submitting the applicable invoices following completion of each delivery as defined in this RFP. Additionally, invoices shall contain hours worked for services billed per hour. The invoice corresponding to each group of deliverables and services, as applicable, shall be submitted by the company for certification during the month following completion of said deliverables and services. Also, each invoice must be grouped as required by the CEE for the corresponding certification.

All invoices submitted for collection to the CEE must contain the following certification:

“Under penalty of absolute nullity, I certify that no public servant of this agency is a party to or has any interest in the earnings or benefits stemming from the contract that is the subject of this invoice and that, in the event that they are a party to or have an interest in the earnings or benefits stemming from this contract, there is a prior exemption. The only consideration to provide the goods or services that are the subject of the contract has been the payment agreed on with the authorized representative of the Puerto Rico State Elections Commission. The amount of this invoice is fair and correct. The jobs have been performed, the products have been delivered, and the services have been provided, and they have not been paid.”

**8.2 Payments**

The CEE shall process the payments in accordance with the applicable laws and regulations.

**8.3 Taxes Subject to Withholding from Payment**

Each bidder shall have the responsibility of knowing the tax laws applicable to their type of business by the Government of Puerto Rico.

The winning bidder shall have the responsibility of paying for excise taxes, contributions, municipal, state or federal taxes and permits, as applicable, as well as for any cost related to permits, licenses or documents required by the Government of Puerto Rico to do business in Puerto Rico, which shall be included in the offered price.

It shall be the exclusive responsibility of the winning bidder to pay taxes to the Government of Puerto Rico for the goods and services provided to the CEE.

#### **9.0 Penalties**

Strict compliance with implementation calendar is critical and must not compromise the tasks that depend on said compliance to guarantee the timely establishment of this system. Penalties shall be imposed for noncompliance in accordance with the scope of each requirement. The penalties applicable to each requirement are provided in Appendix N identified as Table of Penalties. The CEE reserves the right to carry out any legal action for collections of additional expenses incurred by the CEE as a result of noncompliance by the company.

#### **10.0 General Description of Previous System**

Components and characteristics of the electronic vote counting system used in the 2016, 2020 and 2024 general elections and primaries:

##### **10.1 Central Component**

Located in the CEE for creation and configuration of the elections, and to receive results by integrating it with the System for Receipt and Disclosure of Results of the CEE (Reydi, acronym in Spanish).

##### **10.2 Electronic Scanning Machine**

One for each polling station in which voters deposited their ballots and interacted with the machine.

##### **10.3 Transmission of Results Function**

Done directly from each electronic scanning machine using a modem and 4G5 technology.

##### **10.4 Component for Alternative Transmission of Results**

Located at regional points different from polling places directly connected to the internal network of the CEE and which were transferred results using removable physical memory media.

##### **10.5 Central Scanning Machines<sup>6</sup>**

#### **11.0 Scope of the Project**

The Vote Counting System Project has the purpose of acquiring goods and services for implementing and operating said system for the 2028, 2032 and 2036 election cycles. Furthermore, the scope includes the use of the System in all elections included in the cycles and for which the CEE requires its use.

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<sup>5</sup> The 4G communication technology was only used in the 2024 general elections and primaries, and before that the 3G technology was used.

<sup>6</sup> Central machines were only used in the 2024 general elections and primaries.

## 12.0 Puerto Rico Electoral System

The Electoral Code establishes that the CEE is responsible for holding the elections in Puerto Rico. Said exercise is done through equal, direct and secret universal suffrage. Pursuant to the Constitution, the general elections are held every four (4) years and, according to the Electoral Code, they take place on the first Tuesday following the first Monday in November and coincide with the presidential election in the United States of America. The next general elections shall take place on November 7, 2028.

Furthermore, primaries are held every four (4) years before the corresponding general elections. Said primaries are always held on a Sunday. Each political party may hold primaries for the selection of candidates to participate in the following general elections. Primaries are carried out for offices for which there are more pre-candidates than a particular political party may run. Pursuant to the Electoral Code, the primaries are held on the first Sunday of June of the year of the general elections. The next primaries<sup>7</sup> shall be held on June 6, 2028.

The Electoral Code also provides as to the holding of the national primaries [sic] in charge of the CEE. The national primaries<sup>8</sup> are held in accordance with the plan of each national political party during the year of the general elections and before the national assemblies.

Furthermore, the Electoral Code provides as to the way office vacancies are filled via special election. This type of election is held based on need and the CEE is the one in charge of carrying them out within the geographic demarcation corresponding to the vacant office.

The CEE is also in charge of carrying out measures, referendums and plebiscites provided by law or resolution. These types of elections may be held concurrently with the general elections; otherwise, they are held on Sundays.

Geographic demarcations in Puerto Rico are classified as two (2) types: political divisions and electoral divisions. In most cases, there is an interrelationship between them. However, there are additional divisions with only an electoral purpose. Puerto Rico is the broadest political division, which for electoral purposes we call the **Island** level. This division applies to the selection of the office of governor, resident commissioner,<sup>9</sup> At large Representative, At large Senator, president and vice president of the United States of America. The next political division is the **senatorial district**, whose level is homonymous and applies to the selection of the office of district senator. The Constitution divides Puerto Rico into eight (8) senatorial districts. Additionally, the Constitution divides each senatorial district into five (5) **representative districts**, whose level is also homonymous and applies to the selection of the office of district representative. There is a total of forty (40) representative districts. Furthermore, Puerto Rico is divided into seventy-eight

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<sup>7</sup> The date of the primaries may be changed in accordance with the constitutional authority of the Legislative Assembly.

<sup>8</sup> The date of the national primaries may be changed in accordance with the authority of each national political party.

<sup>9</sup> The office of resident commissioner is a federal office to which the provisions, inherent to federal elections in accordance with the HAVA, the UOCAVA, and the MOVE Act, apply.

(78) political divisions with governmental authority called **municipalities** and whose level is of the same name. The municipality political division applies to the selection of the offices of mayor and municipal legislator.

Also, there are two (2) electoral divisions that do not have a political analogue. These two (2) divisions are **electoral district** and **precinct**, of which the latter is a subdivision of the former and they both in turn denominate the corresponding level. The electoral district is composed of a municipality or part of it and at the same time belongs to only one representative district and, as a result, to only one senatorial district. Precincts have a subdivision which is not a geographic demarcation per se and which for logistical purposes only serves the purpose of distributing voters from the same precinct to facilitate the access to the right to vote. This subdivision that we are referring to is called a **polling station** whose level has the same name, and which is created via the distribution of voters from a particular precinct based on a determined rate of voters per polling station. Each polling station may, in turn, have one or more precinct machines, resulting in the need for the level called **ballot box**, which is not actually a political or electoral division, and the purpose of which is to distribute the load of processing ballots in a polling station.

Political parties are an integral part of the Puerto Rico Electoral System in accordance with the Constitution. The Electoral Code provides as to the creation of political parties and classifies them as three types: state, legislative and municipal parties. It also recognizes the national parties of the United States of America and their respective affiliates in Puerto Rico. State parties may run candidates for the offices of governor, resident commissioner, district representative, At large Representative, district senator, At large Senator, mayor and municipal legislator. Legislative parties may run candidates for district senator and candidates for district representative. Municipal parties may run candidates for mayor and candidates for municipal legislator. As to national parties, these may run candidates for president and candidates for vice president of the United States of America.

In the general elections, each political party is assigned a column on the ballot. Said assignment of column on the ballot is subject to the party running candidates for at least one of the offices contained on the ballot in question. Also, a column is assigned on the respective ballot for independent candidates and another one for write-ins.

There are five (5) types of ballots for general elections: state, legislative, municipal, presidential and federal. Each ballot contains certain offices, which determines its denomination. The state ballot contains the offices of governor and resident commissioner. The legislative ballot contains the offices of district representative, At large Representative, district senator and At large Senator. The municipal ballot contains the offices of mayor and municipal legislator. The presidential ballot contains the offices of president and vice president of the United States of América. The federal ballot that is used in the general elections only contains the office of resident commissioner and is used in particular absentee vote circumstances. In the respective ballot, each office occupies one or more horizontal lines, which shall depend on the maximum number political parties have the right to run or the maximum number of candidates running for an office under the same party, whichever is lower.

In the Primaries, each office is assigned a ballot, except for the offices of mayor and municipal legislator, for which there are two (2) configurations. The first configuration for the offices of mayor and municipal legislator is to give them an uninominal grouped candidacy treatment and thereby assign only one ballot for the two (2) offices. The second one consists of also providing only one ballot for the two (2) offices in question but allowing an independent vote for each office. However, if there is no contest for mayor, but rather only for municipal legislators, only one ballot containing the office of municipal legislator is assigned.

In plebiscites, referendums and measures, both their content and their configuration shall depend on the enabling election law or resolution. However, in general, the design of the ballots for these types of elections are uninominal and one ballot may contain one or more contests. All ballot designs in the Puerto Rico Electoral System include the emblems of the political parties, photos or emblems of pre-candidates or candidates, identifiers for alternatives, options or questions, as well as the name in text of political parties, candidates, pre-candidates, or the description in text of alternatives or options.

In general elections, each voter receives four (4) ballots: state, legislative, municipal and presidential. However, certain voters who exercise their right to vote via the absentee vote method only receive the federal ballot. In primaries, voters only receive ballots for the corresponding party and up to a maximum of as many offices are up for election in the electoral district of the voter. In plebiscites, referendums and measures, we must indicate that the voter receives as many ballots as provided by the election enabling law or resolution.

The Electoral Code recognizes five (5) voting methods for Puerto Rico: **early voting**, **absentee vote**, **regular vote**, **write-in vote** and **easy access vote**. In turn, each voting method is exercised in one or more ways: in person at the polling station, in person at home, in person at penal institution, in person at the CEE, in person in the electoral district, in person in the hospital, regular mail and email. The correlation between voting method, voting mode and scanning machine are illustrated in the following table:

Voting Method	Voting Mode	Machine
regular	in person at the polling station	precinct machine
easy access	in person at the polling station	precinct machine
easy access	in person assisted voting	not applicable
early	in person in the electoral district	precinct machine
early	in person at the CEE	precinct machine
early	in person at penal institution	precinct machine
early	in person at home	precinct machine <sup>10</sup>
early	regular mail	central machine
absentee	regular mail	central machine
absentee	Email	not applicable

<sup>10</sup> As to the in person at home voting mode, since precinct machines are used for counting in a centralized manner in a building in the respective precinct, at-home voters do not interact with said precinct machines.

Voting Method	Voting Mode	Machine
provisional voting	in person at the polling station	not applicable
provisional voting	in person at the CEE	not applicable
provisional voting	in person at penal institution	not applicable
provisional voting	in person at the hospital	not applicable

**ILLUSTRATION 7 CORRELATION BETWEEN VOTING METHOD, VOTING MODE AND SCANNING MACHINE**

The processing of ballots through scanning machines takes place on a determined date and location, an applicable, depending on the voting mode. To illustrate this, below are the general CEE period and hours data, which may be different from election to election in accordance with the applicable regulations and which in some cases are provided by law or resolution:

Voting Mode	Period	Hours
in person at the polling station	the day of the election	9:00 a.m. - 5:00 p.m.
in person in the electoral district	the day of the election	9:00 a.m. - 5:00 p.m.
in person at the CEE	the day of the election	9:00 a.m. - 5:00 p.m.
in person at penal institution	two days before the election	9:00 a.m. - 5:00 p.m.
in person at home	ten (10) days before the election	9:00 a.m. - variable
regular mail	no more than forty-five (45) days prior to the election.	8:00 a.m. - variable

**ILLUSTRATION 8 VOTING MODES, VOTING PERIOD AND HOURS**

All transmissions of results to the EMS take place the day of the election after the regular polling stations have been closed. This begins simultaneously with the disclosure of results in real time through the Reydi System. With the disclosure of the results through the System, the First Partial Result Announcement is made, which as provided by the Electoral Code takes place at 10:00 p.m. on the day of the election. Likewise, the Second Partial Result Announcement is issued at 6:00 a.m. on the day following the election. Subsequently, the Preliminary Result is issued, which consists of the combination of the result of one hundred percent (100%) of the ballot boxes prepared for the election.

The Electoral Code also establishes, as a requirement, carrying out a General Counting of Votes after elections are held. During the General Counting of Votes, the content of one hundred percent (100%) of the reports is checked and required recounts are applied based on criteria as to vote difference between candidates. A centralized vote counting system is required for recounting ballots.

#### 12.1 Political and Electoral Divisions of Puerto Rico

Puerto Rico is politically divided into four (4) types of demarcations. The political demarcations are those for which one or several publicly elected offices are elected. In all cases, political divisions are physically delimited demarcations. The table below details the existing political divisions and the recurrence of the modification that could occur in these divisions.

Political Division	Amount	Recurrence of Modification
Island	1	n/a

Political Division	Amount	Recurrence of Modification
Senatorial District	8	in each electoral redistribution <sup>11</sup>
Representative District	40	in each electoral redistribution
Municipality	78	by provision of law <sup>12</sup>

ILLUSTRATION 9 POLITICAL DIVISIONS

Puerto Rico is also divided into certain geographic demarcations for strictly electoral purposes. There are also other divisions for electoral purposes whose function is to provide the conditions for accessibility in exercising the right to vote; therefore, they do not constitute a geographic demarcation, but rather a logistical demarcation. In both cases they are denominated electoral divisions, and each of them are detailed in the table below with their respective recurrence of change in configuration.

Electoral Division	Amount	Recurrence of Modification
Electoral District	114	in each electoral redistribution
Precinct	1,291	4 years <sup>13</sup>
Polling Station	variable	in each election

ILLUSTRATION 10 ELECTORAL DIVISIONS

As detailed above, Puerto Rico has 78 municipalities and, according to the Electoral Redistribution of 2022, it was divided into 114 electoral districts as a result of the revision of the 8 senatorial districts and the 40 representative districts.

**DIVISIÓN DE PUERTO RICO EN DISTRITOS SENATORIALES Y REPRESENTATIVOS**  
CONFORME A LA REVISIÓN DE LA SÉPTIMA JUNTA CONSTITUCIONAL DESPUÉS DEL CENSO DE 2020

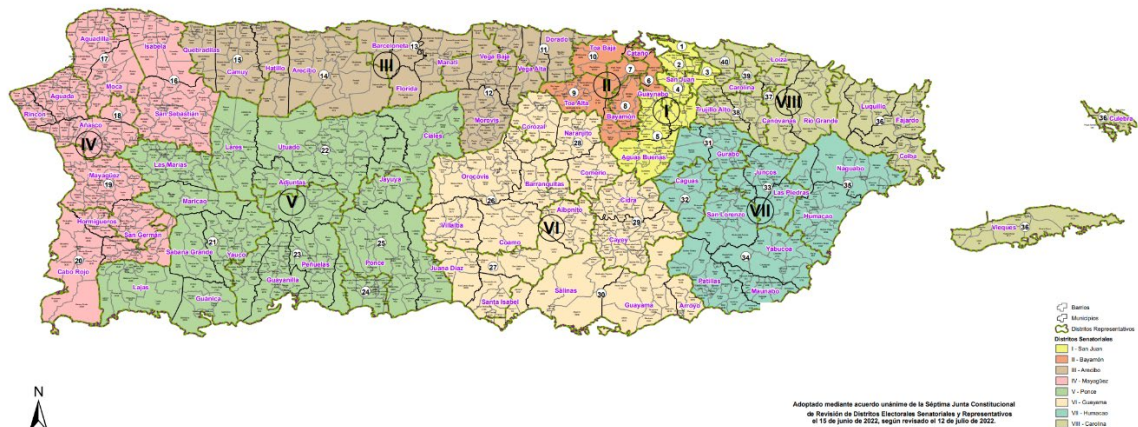


ILLUSTRATION 11 DIVISION OF PUERTO RICO IN SENATORIAL AND REPRESENTATIVE DISTRICTS

<sup>11</sup> The Electoral Redistribution is done after each Ten-year Census carried out by the U.S. Census Bureau of the U.S. Department of Commerce.

<sup>12</sup> In accordance with Article VI, Section 1, of the Constitution, the Legislative Assembly is the one that has the authority to create, eliminate, consolidate, reorganize municipalities and modify their territorial limits.

<sup>13</sup> Revisions of the configuration of precincts and the matter related to their corresponding demarcations is carried out in each electoral cycle during the Program of Precincts and Precinctual Limits carried out by the CEE.

## 12.2 Preceding Primary and General Election Data

During the 2021-24 Electoral Cycle, fourteen (14) elections were carried out. Of these elections, nine (9) were special elections to fill vacancies, one (1) was national primaries, two (2) were primaries, the general elections and one (1) plebiscite. Of said special elections, two (2) were simultaneous, like the two (2) primaries, and as to the general elections and the plebiscite, these were concurrent.

To illustrate the magnitude and scope of the elections in Puerto Rico, the data relevant to the most complex elections held in the 2021-24 Electoral Cycle are provided. These elections are the primaries and the general elections concurrent with the plebiscite.

Item	Primaries New Progressive Party	Primaries Popular Democratic Party	General Elections and Plebiscite
Electoral District	114	114	114
Precinct	1,365	1,365	1,291
Regular Polling Place	2,206	1,482	4,490
Special Polling Place	807	729	918
Ballot Boxes <sup>14</sup>	n/a	n/a	n/a
Precinct Machine (regular)	2,206	1,482	4,490
Precinct Machine (inmates)	37	32	39
Precinct Machine (home)	123	159	234
Precinct Machine (CEE)	1	1	2
Precinct Machine (mail)	2	1	20
Central Machine (recount) <sup>15</sup>	3	0	19
Style of Ballot	114	114	114
Type of Ballot	7	6	5
Ballots processed in centralized manner (mail)	405,464	60,530	639,574
Ballots processed in centralized manner (recount)	340,422	0	1,282,935
Station for Alternative Transmission System <sup>16</sup>	81		83
Registered Voters	1,932,052		1,987,317

**ILLUSTRATION 12 DATA FOR 2024 PRIMARIES AND GENERAL ELECTIONS AND 2024 PLEBISCITE**

Of the 2024 Primaries and the 2024 General Elections concurrent to the Plebiscite we can also describe the contests contained in each ballot, as well as the variations in each of these required to deal with the contests applicable to each electoral division.

<sup>14</sup> The ballot box counting unit level was created in 2025 via the Certification of Disagreement- Resolution CEE-AC-25-020 as to ballot boxes did not exist during the elections before 2025.

<sup>15</sup> The central machines for vote processing through mail were the same ones used for the recount.

<sup>16</sup> The same alternate transmission system was used for the Primaries of the New Progressive Party as well as for the Primaries of the Popular Democratic Party.



Type of Ballot	New Progressive Party		Popular Democratic Party	
	Contests <sup>17</sup>	Ballot variations	Contests <sup>18</sup>	Ballot Variations
Governor	1	114	1	114
Resident Commissioner	1	114	1	0
At large Senator	1	114	1	114
At large Representative	1	114	1	114
District Senators	1	92	1	64
District Representative	1	69	1	31
Mayor	2	41	1	27
Municipal Legislators	0	0	0	0
Total Variations <sup>19</sup>		658		464

ILLUSTRATION 13 NUMBER OF BALLOT VARIATIONS BY CLASS IN THE 2024 PRIMARIES

Type of Ballot	Contests	Ballot Variations
State	2	114
Legislative	4	114
Municipal	2	114
Presidential	1	114
Plebiscite	1	114
Federal	1	114
Total Variations		684

ILLUSTRATION 14 NUMBER OF BALLOT VARIATIONS BY CLASS IN THE 2024 GENERAL ELECTIONS AND PLEBISCITE

Type of Ballot	Contests	Maximum Number of Pre-Candidates to Elect <sup>20</sup>
Governor	Governor	1

<sup>17</sup> The Mayor's ballot used in the 2024 Primaries of the New Progressive Party was designed using the configuration containing the offices of Mayor and Municipal Legislator which allows an independent vote for each post.

<sup>18</sup> The Mayor's ballot used for the 2024 Popular Democratic Party Primaries was designed using the configuration modality containing the offices of mayor and municipal legislator which gives the one member group candidacy treatment.

<sup>19</sup> The ballot variation is different by ballot class due to the fact that in some electoral districts there were no primaries for specific offices and therefore they didn't have a certain class of ballots. Therefore, what determines whether a ballot variation exists is whether there is an election for all of the offices contained in a given ballot.

<sup>20</sup> Political parties can determine a lower number of candidates to be elected. For the 2024 Primaries the New Progressive Party decided to elect six (6) candidates to the positions of At large Senator and At large Representative, respectively. Additionally, the Popular Democratic Party decided to elect four (4) candidates for the same positions, respectively.

Type of Ballot	Contests	Maximum Number of Pre-Candidates to Elect <sup>20</sup>
Resident Commissioner	Resident Commissioner	1
At large Senator	At large Senator	11
At large Representative	At large Representative	11
District Senators	District Senators	2
District Representative	District Representative	1
Mayor	Mayor	1
	Municipal Legislators	variable <sup>21</sup>

**ILLUSTRATION 15 OFFICES BY TYPE OF BALLOT IN THE 2024 PRIMARIES**

Type of Ballot	Contest	Maximum Number to run by Political Party	Maximum Number to be Elected
State	Governor	1	1
	Resident Commissioner	1	1
Legislative	District Representative	1	1
	District Senators	2	2
	At large Representative	11	1
	At large Senator	11	1
Municipal	Mayor	1	1
	Municipal Legislators <sup>22</sup>	14	14
Presidential	President and Vice President	1	1
Plebiscite	Status Options	n/a	1

**ILLUSTRATION 16 OFFICES BY TYPE OF BALLOT IN 2024 GENERAL ELECTIONS**

In the 2024 General Elections several independent candidates ran for different offices. After complying with some candidacy intention filing requirements, these voters are recognized by the CEE as independent candidates and appear in the ballots corresponding to the office that they are running for.

<sup>21</sup> The maximum number of Municipal Legislators to be elected varies according to municipality and depends on the population in accordance with the results of the most recent Ten-Year Census prior to the primaries in question.

<sup>22</sup> The maximum number of municipal legislators to run by party, as well as municipal legislative composition of each municipality is determined by articles 1.020 and 1.021 of the Municipal Code. The municipality with the highest population is San Juan for which a maximum of fourteen (14) Municipal Legislators may run and the lowest population is Culebra for which a maximum of four (4) Municipal Legislators may run. In every case the maximum number of municipal legislators to be elected shall be the same number of municipal legislators to run for each municipality.

Type of Ballot	Contest	Independent Candidates
State	Governor	0
	Resident Commissioner	0
Legislative	District Representative	0
	District Senators	0
	At large Representative	1
	At large Senator	3
Municipal	Mayor	7
	Municipal Legislators	8
Presidential	President and Vice President	0
Federal	Resident Commissioner	0

ILLUSTRATION 17 INDEPENDENT CANDIDATES IN 2024 GENERAL ELECTIONS

### 13.0 Voting Rules

The voting rules for each Type of Ballot used in general elections are provided in the Electoral Code which illustrate the instructions that shall be presented in each ballot. Nevertheless, for other elections, the voting rules are provided in the applicable regulations or in the law or enabling law for the election. The cited voting rules are presented in a manner structured as follows for easier comprehension:

#### 13.1 General Elections

##### 13.1.1 Offices to be voted in each Ballot

###### 13.1.1.1 State Ballot

In this ballot voters vote for the candidates for the following offices:

- Governor of Puerto Rico
- Resident Commissioner in Washington

###### 13.1.1.2 Legislative Ballot

In this ballot voters vote for the candidates for the following offices:

- District Representative
- District Senators
- At large Representative
- At large Senator

###### 13.1.1.3 Municipal Ballot

In this ballot voters vote for the candidates for the following offices:

- Mayor
- Municipal Legislators

###### 13.1.1.4 Presidential Ballot

In this ballot voters vote for the candidates for the following offices:

- President and Vice President of the United States of America

13.1.1.5 Federal Ballot

In this ballot voters vote for the candidates for the following offices:

- Resident Commissioner in Washington

13.1.2 Maximum number of candidates to vote for each office.

13.1.2.1 State Ballot

- Governor: 1
- Resident Commissioner: 1

13.1.2.2 Legislative Ballot

- District Representative: 1
- District Senators: 2
- At large Representative: 1
- At large Senator: 1

13.1.2.3 Municipal Ballot

- Mayor: 1
- Municipal Legislators: 4, 9, 11, 13, or 14, as appropriate

13.1.2.4 Presidential Ballot

- President and Vice President of the USA: 1 (both offices jointly)

13.1.2.5 Federal Ballot

- Resident Commissioner: 1

13.2 Primaries

13.2.1 Offices to be voted on in each ballot

13.2.1.1 Governor Ballot

In this ballot voters vote for the candidate for:

- Governor of Puerto Rico

13.2.1.2 Resident Commissioner Ballot

In this ballot voters vote for the candidate for:

- Resident Commissioner in Washington

13.2.1.3 District Representative Ballot

In this ballot voters vote for the candidate for:

- District Representative

13.2.1.4 District Senator Ballot

In this ballot voters vote for the candidate(s) for:

- District Senator

13.2.1.5 Representatives at Large Ballot

In this ballot voters vote for the candidate(s) for:

- At large Representative

13.2.1.6 Senators at Large Ballot

In this ballot voters vote for the candidate(s) for:

- At large Senator

13.2.1.7 Mayor<sup>23</sup> Ballot

In this ballot voters vote for the candidate(s) for:

- Mayor
- Municipal Legislator

13.2.1.8 Municipal Legislators Ballot<sup>24</sup>

In this ballot voters vote for the candidate(s) for:

- Municipal Legislator

13.2.2 Maximum number of Candidates to Vote for Each Office.

13.2.2.1 Governor Ballot

- Governor: 1

13.2.2.2 Resident Commissioner Ballot

- Resident Commissioner: 1

13.2.2.3 District Representative Ballot

- District Representative: 1

13.2.2.4 District Senators<sup>25</sup> Ballot

- Distrito Senator: 2

13.2.2.5 At large Representative Ballot<sup>26</sup>

- At large Representative: 11

13.2.2.6 At large Senator Ballot<sup>27</sup>

- At large Senator: 11

13.2.2.7 Mayor Ballot

- Mayor: 1
- Municipal legislator: 4, 9, 11, 13 or 14, as appropriate

13.2.2.8 Municipal Legislators Ballot<sup>28</sup>

- Municipal legislator: 4, 9, 11, 13 or 14, as appropriate

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<sup>23</sup> This ballot only shows the mayor contest when there are no municipal legislator candidates for a given municipality.

<sup>24</sup> This Municipal Legislators ballot is only used when there are no candidates for mayor and municipal legislators in certain municipalities.

<sup>25</sup> The number of District Senators to run for a given senatorial district is determined by the political party in question and this becomes the maximum number of candidates to elect for said contest in the event that there are primaries. This number may never exceed the maximum amount indicated herein.

<sup>26</sup> The number of representatives at large to run is determined by the political party in question and this becomes the maximum number of candidates to elect for said contest in the event that there are primaries. This number can never exceed the maximum number indicated herein.

<sup>27</sup> The number of senators at large to run is determined by the political party in question and this becomes the maximum number of candidates to elect for said contest in the event that there are primaries. This number can never exceed the maximum number indicated herein.

<sup>28</sup> The number of municipal legislators to run for a given municipality is determined by the political party in question and this becomes the maximum number of candidates to elect for said contest in the event that there are primaries. This number can never exceed the maximum number indicated herein which corresponds to the municipality in question.

### 13.3 Plebiscites, Referendums and Measures

#### 13.3.1 Options, alternatives or questions to be voted in each ballot

##### 13.3.1.1 Ballot for plebiscite, referendum or measure

- The way to choose ballots for plebiscites, referendums and measures is provided by the enabling resolution or law enacted for said purposes. In general, the way to choose is following the order of one or several in several and with one or more contests per ballot in which each contest is handled separately, therefore there is no straight or mixed vote.

### 14.0 Rules for Adjudication of Ballots

Adjudication of votes is determined in accordance with the way in which the ballots were voted. Records must be kept of the total ballots voted for each type. There are examples of ballots voted for each type in Appendix O.

#### 14.1 General Elections

##### 14.1.1 Classification of Ballots for General Elections

- 14.1.1.1 Blank Ballots
- 14.1.1.2 Challenged Ballots
- 14.1.1.3 Invalid ballots
- 14.1.1.4 Straight Ballots
- 14.1.1.5 Mixed Ballots
- 14.1.1.6 Candidacy Ballots

##### 14.1.2 Adjudication of Votes for General Elections

###### 14.1.2.1 Adjudication of Straight Vote

A straight vote in a General Election is only recorded in the following ballots:

###### 14.1.2.1.1 State Ballot

A straight vote in a state ballot shall generate the following tabulation:

- A straight vote for the selected political party.
- A straight vote for the candidate for governor of the selected political party.
- A straight vote for the candidate for Resident Commissioner in Washington of the selected party.

###### 14.1.2.1.2 Legislative Ballot

A straight vote in the Legislative Ballot shall generate the following tabulation:

- A straight vote for the selected political party.
- A straight vote for the candidate for District Representative of the selected party.
- A straight vote for each one of the candidates for district senator of the selected party.
- A straight vote for the candidate for At large Representative that is in the first position in the list of candidates for At large Representative for the selected party.
- A straight vote for the candidate for At large Senator that is in the first position in the list of candidates for At large Senator of the selected party.

#### 14.1.2.1.3 Municipal Ballot

A straight vote in the municipal ballot shall generate the following tabulation:

- A straight vote for the selected political party.
- A straight vote for the candidate for mayor of the selected party.
- A straight vote for each one of the candidates for municipal legislator of the selected party.

#### 14.1.2.2 Adjudication of a Mixed Vote

A mixed vote in general elections shall only be registered in the following ballots:

##### 14.1.2.2.1 State ballot

A mixed vote in the state ballot shall generate the following tabulation:

- A mixed vote for the selected political party.
- A mixed vote for the candidate for governor of the selected political party or for the candidate for governor that is expressly selected from the other party, as a write-in or independent candidate.
- A mixed vote for the candidate for resident commissioner of the selected political party or for the candidate for resident commissioner that is expressly selected from the other party, as a write-in or independent candidate.

##### 14.1.2.2.2 Legislative Ballot

A mixed vote in the legislative ballot shall generate the following tabulation:

- A mixed vote for the selected political party
- A mixed vote for the candidate for district representative of the selected political party or for the candidate for district representative that is expressly selected from a different party, as a write-in or independent candidate.
- A mixed vote for each of the district senators of the selected party or for up to (2) district senators directly selected by the voter and who belong to a different party or are write-in or independent candidates.
  - If the voter selects just one other-party, write-in or independent candidate for district senator the vote shall be adjudicated to the selected district senator. Thus, the candidate for district senator of the selected party that is horizontally aligned with the candidate selected directly shall not receive the vote.
  - If the voter selects a single other-party, write-in or independent candidate for district senator and also makes a mark in the recognition area for one of the candidates of the selected party, both said candidate as well as the other-party, independent or write-in candidate shall receive a vote each.
- A mixed vote for the candidate for at large Representative of the selected political party that is in the first position in the list of representatives at large for said party or a vote for one of the candidates that is different from the one at the top of the list, for an other-party, independent or write in candidate for at large Representative that is expressly selected.
- A mixed vote for the candidate for at large senator of the selected political party that is in the first position in the list of at large senators for said party or a vote for one of the candidates that is not at the top of the list of the selected

party, or another-party candidate, independent or write in candidate for at large senator that is expressly selected.

#### 14.1.2.2.3 Municipal ballot

A mixed vote in the municipal ballot shall generate the following tabulation:

- A mixed vote for the selected political party.
- A mixed vote for the candidate for mayor of the selected political party or for the other-party, independent or write-in candidate for mayor that is expressly selected.
- A mixed vote for each of the municipal legislators of the selected party or for those selected directly by the voter and who are other-party, independent or write-in candidates up to the maximum of municipal legislators according to the municipality in question.
  - In the event that the sum of votes directly made by the voter and municipal legislators under insignia is less or equal than the maximum number of municipal legislators to which the voter is entitled, the vote shall adjudicated to those directly voted by the voter and to the legislators of the party until the maximum number of municipal legislators is reached in descending order as placed in the ballot. If the total votes directly made by the voter exceeds the maximum number of municipal legislators the voter is entitled to vote for in the municipality, none of the municipal legislators shall accrue votes and the maximum number of municipal legislators which the voter is entitled to vote for shall accrue as overvoted for the office.
  - In the event that the number of votes for municipal legislator of other-party, independent, and write-in candidates exceed the unnominate number of candidates for municipal legislator of the selected party, the last candidates on the list for the selected party shall not receive votes until the maximum number of municipal legislators the voter is entitled to vote for is met. Candidates for municipal legislators of the selected party that have a mark in the recognition area shall always receive the vote, except if the number of legislators selected in the ballot exceeds the maximum number the voter is entitled to select.

#### 14.1.2.3 Adjudication of the Candidacy Vote

A candidacy vote in general elections shall only be recorded in the following ballots:

##### 14.1.2.3.1 State ballot

A candidacy vote in the state ballot shall generate the following tabulation:

- A candidacy vote for the selected candidate, independent candidate or write-in for governor.
- A candidacy vote for the selected candidate, independent candidate or write-in for resident commissioner in Washington.

##### 14.1.2.3.2 Legislative Ballot

A candidacy vote in the Legislative Ballot shall generate the following tabulation:

- A candidacy vote for the selected candidate, independent candidate or write-in for district representative.



- A candidacy vote for the selected candidate(s), independent candidate(s) or write-in(s) for district senator.
  - A candidacy vote for the selected candidate, independent candidate or write-in for at large Representative.
  - A candidacy vote for the selected candidate, independent candidate or write-in for at large senator.
- 14.1.2.3.3 Municipal ballot
- A candidacy vote in the municipal ballot shall generate the following tabulation:
- A candidacy vote for the selected candidate, independent candidate or write-in for mayor.
  - A candidacy vote for the selected candidate(s), independent candidate(s) or write-in(s) for municipal legislator.
- 14.1.2.4 Adjudication of the Undervoted Contest and Overvoted Contest
- 14.1.2.4.1 Undervoted
- In every case, the undervoted list in general elections consists of the difference between the maximum number of candidates for which the voter is entitled to vote and the number of candidates for which they voted in a given contest.
- 14.1.2.4.2 Overvoted
- In every case the overvoted list in general elections consists of the maximum number of candidates for which the voter is entitled to vote for a given contest in which the voter voted for more.
- 14.1.2.5 Adjudication of Vote for Candidates
- 14.1.2.5.1 Presidential Ballot
- A vote for the candidate for president of the USA selected in conjunction with their respective group candidacy for Vice President of the United States of America.
- 14.1.2.5.2 Federal Ballot
- A vote for the selected candidate for resident commissioner.

## 14.2 Primaries

### 14.2.1 Ballot Classification for Primaries

- 14.2.1.1 Blank Ballots
- 14.2.1.2 Challenged Ballots
- 14.2.1.3 Straight Ballots<sup>29</sup>
- 14.2.1.4 Mixed Ballots<sup>30</sup>
- 14.2.1.5 Candidacy Ballots<sup>31</sup>

### 14.2.2 Adjudications of Votes for Primaries

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<sup>29</sup> This type of straight ballot is only generated in the mayor's ballot when in said ballot both the mayor's office and the municipal legislator's office appear and the mode that allows an independent vote for each office is used.

<sup>30</sup> This type of mixed ballot is only generated in the mayor's ballot when in said ballot both the mayor's office and the municipal legislator's office appear and the mode that allows an independent vote for each office is used.

<sup>31</sup> This type of candidacy ballot is only generated in the mayor's ballot when in said ballot both the mayor's office and the municipal legislator's office appear and the mode that allows an independent vote for each office is used.

- 14.2.2.1 Adjudication of Votes for Pre-candidates
- 14.2.2.2 Governor Ballot
  - A vote for the selected pre-candidate for governor.
- 14.2.2.3 Resident Commissioner Ballot
  - A vote for the selected pre-candidate for resident commissioner.
- 14.2.2.4 District Representative Ballot
  - A vote for the selected pre-candidate for district representative.
- 14.2.2.5 District Senators Ballot
  - A vote for the selected pre-candidate(s) for district senators up to the maximum determined for the political party in question.
- 14.2.2.6 Representatives at Large Ballot
  - A vote for the selected pre-candidate(s) for at large Representative up to the maximum determined for the political party in question.
- 14.2.2.7 Senators at Large Ballot
  - A vote for the selected pre-candidate(s) for at large Senator up to the maximum determined for the political party in question.
- 14.2.2.8 Mayor Ballot<sup>32</sup>
  - A vote for the selected pre-candidate for mayor in conjunction with their respective group candidacy for municipal legislators.
- 14.2.2.9 Adjudication of a Straight Vote
 

A straight vote in primaries is only recorded in the following ballot:

  - 14.2.2.9.1 Mayor Ballot
 

A straight vote in the mayor ballot shall generate the following tabulation:

    - A straight vote for the pre-candidate for mayor of the selected group candidacy.
    - A straight vote for each of the pre-candidates for municipal legislators of the selected group candidacy.
- 14.2.2.10 Adjudication of a Mixed Vote
 

A mixed vote in primaries is only recorded in the following ballot:

  - 14.2.2.10.1 Mayor ballot
 

A mixed vote in the mayor's ballot shall generate the following tabulation:

    - A mixed vote for the pre-candidate for mayor of the selected group candidacy.
    - A mixed vote for the municipal legislators of the selected group candidacy and for those that are selected directly by the voter, and which belong to a different group candidacy or by write-in up to the maximum for municipal legislators in accordance with the municipality in question.

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<sup>32</sup> This condition is met when the offices of mayor and municipal legislator are treated in the mayor's ballot as a single member group candidacy.

- In the event that the sum of the votes directly made by the voter and the municipal legislators of the group candidacy than the maximum number of municipal legislators that the voter is entitled to, the vote shall be adjudicated to those directly voted by the voter and to the group candidacy legislators until the maximum number of municipal legislators in descending order as placed on the ballot. If the total votes directly made by the voter exceeds the maximum number of municipal legislators, the voter is entitled to vote in the municipality, none of the municipal legislators shall accrue votes and the maximum number of municipal legislators that the voter is entitled to for the office shall be accrued as overvoted.
- In the event that the number of votes for municipal legislator of pre-candidates of other group candidacies and write-ins exceed the unnominated number of candidates for municipal legislator of the selected group candidacy, the last pre-candidates of the list of said group candidacy shall not receive votes until the maximum number of municipal legislators the voter is entitled vote for is reached.

#### 14.2.2.11 Adjudication of the Candidacy Vote

A candidacy vote in primaries is only recorded in the following ballot:

##### 14.2.2.11.1 Mayor's ballot<sup>33</sup>

A candidacy vote in the mayor's ballot shall generate the following tabulation:

- A candidacy vote for the selected pre-candidates or write-ins for municipal legislator.
- A candidacy vote for all the selected municipal legislators pre-candidates or write-ins.

### 14.3 Plebiscites, Referendums and Measures

#### 14.3.1 Classification of Ballots for Plebiscites, Referendums and Measures

##### 14.3.1.1 Blank ballots

##### 14.3.1.2 Invalid ballots<sup>34</sup>

##### 14.3.1.3 Challenged ballots

#### 14.3.2 Adjudications of Votes for Plebiscites, Referendums and Measures

##### 14.3.2.1 Adjudication of Votes for alternatives, options, proposals or questions

##### 14.3.2.1.1 Plebiscite Ballot

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<sup>33</sup> In the mayor's ballot which uses the mode that allows an independent vote for each office, the recognition area for group candidacy is the same as that of a pre-candidate for mayor of said group candidacy. Therefore, it is not possible to generate candidacy tabulation for mayor due to the fact that a mark in the recognition area in question turns the ballot into straight or mixed for said group candidacy.

<sup>34</sup> Only applies for plebiscites and referendums.

- 14.3.2.1.2      • A vote for the selected alternative, option, proposal or question.  
Referendum Ballot
- 14.3.2.1.3      • A vote for the selected alternative, option, proposal or question.  
Measure Ballot
- A vote for the selected alternative, option, proposal or question.

## 15.0 Technical and Special Requirements

### 15.1 (RO) Vote Counting System Specifications

The detailed specifications of the Vote Counting System shall be contained in a document titled Technical Specifications. This document shall be delivered during the Preproposal Meeting and shall only be provided to bidders that participate in it and present the intent to bid. It shall also require the signature of a confidentiality and non-disclosure agreement between the bidder and the CEE as a condition for delivery. This agreement shall be signed by the authorized representative of the bidder.

### 15.2 (RO) Certification of the Basic Vote Counting System

The vote counting system that will be the basis for developing and adapting the Vote Counting System shall be certified by the US Election Assistance Commission (EAC) in compliance with the Voluntary Voting Systems Guidelines (VVSG). The CEE acknowledges that the company shall have to develop adaptations to adapt their system for compliance with the requirements classified as RA in this *RFP*. These adaptations shall require developing new versions of applications and firmware. Nevertheless, Puerto Rico shall not require the certification of the adapted version for Puerto Rico as part of this *RFP*.

### 15.3 (RO) Components

The bidder shall provide as part of their proposal the technical details and specifications of each of the components listed in this Section:

#### 15.3.1 Central Infrastructure

The central infrastructure components constitute an integral part of the system and for both practical and contractual purposes any reference to central infrastructure components shall correspond at a minimum to those described herein:

- application servers
- database servers
- service servers
- security components
- *UPS components*

#### 15.3.2 Transfer Station

The components of each transfer station constitute an integral part of these and for both practical and contractual purposes any reference to transfer station shall correspond at a minimum to those described herein for each of said stations. Each station shall be made up of the following components:

- Computer

- Monitor
- Removable Storage Media Reader<sup>35</sup>
- Accessories<sup>36</sup>
- Electrical Connection Cable

#### 15.3.3 Precinct machine

The components of each scanning machine constitute an integral part of these and for both practical and contractual purposes any reference to a precinct machine shall correspond at a minimum to those described herein. Each machine shall be made up at a minimum of the following components:

- Scanner or tabulator
- Ballot box
- Case
- Modem or equivalent communication equipment
- Electrical Connection Cable

#### 15.3.4 Central Machine

The components of each scanning machine constitute an integral part of these and for both practical and contractual purposes any reference to central machine shall correspond at a minimum to the components described herein. Each machine shall be made up at a minimum of the following components:

- Scanner or tabulator
- Monitor<sup>37</sup>
- Computer<sup>38</sup>
- Accessories<sup>39</sup>
- Electrical Connection Cable(s)

#### 15.3.5 Station for Alternate Transmission of results

The components of each station for alternate transmission of results constitute an integral part of these and for both practical and contractual purposes any reference to station for alternate transmission of results shall correspond to the components described herein. Each machine shall be made up of the following components:

- laptop
- removable storage media reader<sup>40</sup>
- accessories<sup>41</sup>
- electrical connection cable

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<sup>35</sup> It is possible that the Removable storage media reader is integrated into the computer.

<sup>36</sup> Refers to any other necessary component that is different from those listed.

<sup>37</sup> The monitor may be integrated into the scanner or tabulator.

<sup>38</sup> The computer may not be necessary if the scanner or tabulator has an integrated central processing unit (CPU).

<sup>39</sup> The accessories may be integrated into the scanner or tabulator or may not be necessary.

<sup>40</sup> It is possible that the removable storage media reader is integrated in the computer.

<sup>41</sup> Refers to any other necessary component beyond what is listed.

As part of its bid, the bidder shall provide a detailed description of the components both, of the machines as well as of the stations. As applicable to the description for each component, they shall include at least the name, description, brand and model. Also, they shall include the name and version of the third-party products that form a part of the solution in each component mentioned above.

The bidder shall also provide as part of its proposal a detailed description of the components of the entire central infrastructure. As applicable, the description for each component shall include at least the name, description, brand and model. It shall also include the name and version of third-party products that form a part of the solution.

#### 15.4 Consumable

Consumables do not make an integral part of the vote-counting machines, but they are necessary to operate, manage or maintain them. Consumables are classified into two (2) groups: reusable and disposable.

##### 15.4.1 Reusable:

- Removable storage media
- Subscriber Identity Module (SIM) cards
- Scanner cleaning sheets
- Anti-static bags
- Plastic or equivalent material cases

##### 15.4.2 Disposable:

- Thermal paper
- Scanner cleaning liquid
- Desiccants
- Paper for printing ballots
- Carboard Ballot Boxes

The bidder shall provide as a part of its proposal the recommended specifications, brands, and models for each of the consumables such that the CEE can directly acquire those that are not exclusive products of the bidder or those that are specifically provided under this *RFP*.

#### 15.5 Acquisition of Equipment and Materials

All equipment and material that the company provides as part of the contractual requirements and for initial use conditions shall have to be new regardless of whether acquisition is through purchase, financing or rental.

##### 15.5.1 (RI) Precinct machines

The company will have to provide 10,500 precinct machines and assume the contractual duty to maintain their price per unit for the effective period of the contract, if CEE requires

acquisition of additional precinct machines up to a maximum of 1,500. The company shall be responsible for providing the same or similar model of additional precinct machines that is compatible with the 10,500 machines originally acquired. In this case, the company will be fully responsible for any necessary adaptation to achieve compatibility with a model that is different from that originally acquired by the CEE. In every case, the CEE shall be the party that will determine previously as to whether to use precinct machines that are similar and compatible with those acquired or whether the original model shall be used. The decision by the CEE as to whether to use similar compatible precinct machines shall be based on use conditions and interface with the voter. Any precinct machine that is delivered to the CEE shall be installed in the most recent version of the firmware adapted for Puerto Rico. Said installation shall be done by the company prior to delivery.

The only colors allowed in the scanner or tabulator of the precinct machines shall be white, black, gray and yellow. Also, translucent elements may be used.

#### 15.5.2 (RI) Central Machines

The company shall have to provide enough the number of central machines resulting from the equation presented herein or a minimum of two, whichever is greater. The factors used in said equation are conditional to the experience of ballot processing obtained by CEE in previous elections. Based on said experience, the amounts indicated below shall be used as design values. The only variable that the company shall provide shall be the processing capacity and it shall be expressed in the number of ballots per hour per machine. Said processing capacity is conditional to one hundred (100) pound basis weight ballots of letter-size (8½" X 11")-

$$M_c = \frac{p \times f_p}{d \times h \times c \times f_e} \geq 2$$

where:

*M<sub>c</sub>*=number of central machines (units)  
*p*= total ballots = 1,000,000 (ballots)  
*f<sub>p</sub>*=paper size factor(1.27)  
*f<sub>e</sub>*= efficiency factor (0.5)  
*d*= number of processing days= 10 (days)  
*h*=number of daily processing hours=10 (hours /day)  
*c*= processing capacity (ballots/ hour · machine)

The company shall assume the contractual obligation of maintaining the price per unit of the central machines for the effective period of the contract, in the event that CEE requires the acquisition of central machines up to a maximum of 50% additional to the bid number. The company shall be responsible for providing the same model of the additional central machines or one similar and compatible with those originally acquired. In the latter case, the company shall be totally responsible for any adaptation necessary to achieve compatibility of a model that is different from that originally acquired by CEE. The CEE shall

always be the one to previously determine whether to use machines that are similar and compatible to those acquired or whether the original model shall be used.

15.5.3 (RI) Removable storage media

The company shall be responsible for providing all of the removable storage media necessary for operation of all of the scanning machines acquired by CEE as part of this RFP. Additionally, the company shall be responsible for providing the removable storage media in the event of acquisition of additional scanning machines. Nevertheless, the CEE reserves the discretion to acquire additional removable storage media without having to acquire scanning machines, either through the company or through a different supplier.

15.5.4 (RI) Case for Removable storage media

The company shall provide as many cases as necessary to store in an orderly and compact manner all of the removable storage media acquired with the scanning machines. The cases shall have the proper dimensions for a human being to be able to move them, in which case the weight of the full case may not exceed 20 pounds. The company shall provide as part of its proposal the price per unit of the cases for removable physical media, which shall be honored by the company during the effective period of the contract in the event of additional media acquisition by CEE.

15.5.5 (RI) Authentication Device (this requirement shall be strictly complied with, only if the proposed system entails the use of authentication devices)

The company shall be responsible for providing all the authentication devices necessary for operation of all the scanning machines acquired by the CEE as part of this RFP. Furthermore, the company shall be responsible for providing authentication devices in the event of additional acquisitions of scanning machines. Nevertheless, the CEE reserves the discretion to acquire additional authentication devices without the need to acquire scanning machines, either through the company or through another supplier.

15.5.6 (RI) Case for Authentication Devices (compliance with this requirement is dependent on the bidder answering Section 15.5.5 in the affirmative)

The company shall provide enough cases as necessary to store in an orderly and compact manner all of the authentication devices acquired with the scanning machines. The cases shall have the appropriate dimensions for a human being to be able to transfer them, in which case the weight of the full case shall not exceed 20 pounds. The company shall provide as part of its proposal with the price per unit of the cases for authentication devices, which shall be honored by the company during the effective period of the contract in the event of additional media acquisition by CEE.

15.5.7 (RI) Transfer Stations

The company shall provide transfer stations in which the appropriate files and directories for the election project shall be loaded. Transfer stations are required to not be connected to each other or connected to a network. Therefore, each transfer station is required to charge the election project through removable storage media prior to transfers. From these



stations, transfer of the specific files and directories shall be carried out to the removable storage media of each scanning machine.

The company shall provide enough transfer stations resulting from the equation indicated herein or a minimum of three (3), whichever is greater. The factors used in said equation are conditional to the file transfer processing experience obtained by CEE in prior elections. Based on said experience, the amounts indicated below shall be used as design values. The three (3) sole variables that the company will provide shall be the following: file transfer time from a removable storage media lot which shall be expressed in minutes per lot ( $t$ ). The second variable shall be the number of media used by each precinct machine ( $m$ ). The third shall be the number of said media in a lot that shall be expressed in media by lot by station ( $c$ ). Measurement of said transfer time shall be conditional to simultaneous processing of the maximum capacity of the lot in a single transfer station.

$$E_t = \frac{T \times m \times t}{d \times h \times f_c \times c \times f_e} \geq 3$$

where:

$E_t$ =transfer stations (units)

$T$ = total machines= 10,500 (machines)

$f_e$ = efficiency factor (0.2)

$d$ = number of transfer days= 4 (days)

$h$ =number of daily processing hours=10 (hours / day)

$t$ =transfer time by lot (minutes/ lot)

$m$ = total removable storage media by machine= (media/ machine)

$c$ =number of media by lot (media / lot-station)

$f_c$ =conversion factor from hours to minutes= 60 (minutes / hour)

The company shall be contractually obligated to maintain the price per unit of the transfer stations during the effective term of the contract, in the event that the CEE requires additional transfer stations to be acquired beyond those included in the bid. The company shall be responsible for providing the same model of the additional transfer station components or ones similar and compatible with those originally acquired. In the latter case, the company shall be totally responsible for any adaptation necessary to achieve compatibility with a model that is different from that originally acquired by CEE. CEE shall always be the one to previously determine whether to use new transfer stations that are similar and compatible to those originally acquired.

#### 15.5.8 (RI) Stations for Alternate Transmission of Results.

The company shall provide ninety (90) stations for alternate transmission of result files to be used as part of the contingency plan in the event that the transmission of the precinct machines from the polling places is unsuccessful. Alternate transmission shall be carried out from CEE private network connection points, which are decentralized and distributed throughout Puerto Rico. The station interface for alternate transmission of results shall provide visualization of the progress of file transmission, as well as notifications as to

whether transmission was successful. Additionally, it shall provide alerts about files that were already transmitted from the polling place. The Technical Specifications contain connection details and security protocol that each station shall comply with for alternate transmission of results.

The company shall be contractually obligated to maintain the price per unit of the stations for alternate transmission of results during the effective term of the contract, in the event that the CEE requires additional stations for alternate transmission of results to be acquired up to a maximum of twenty-five (25) in addition to those included in the bid. The company shall be responsible for providing the same model of the additional components of stations for alternate transmission of results or ones similar and compatible with those originally acquired. In the latter case, the company shall be totally responsible for any adaptation necessary to achieve compatibility with a model with different components from those originally acquired by CEE. CEE shall be the one to previously determine whether to use new stations for alternate transmission of results that are similar and compatible to those originally acquired.

15.5.9 (RI) Provision of Central Infrastructure

The company shall provide all of the applications, database, service, security component servers and the UPS necessary for operation of the Vote Counting System. Additionally, it shall be responsible for providing all of the elements of interconnection between servers, components, and UPS, as those necessary for connection to the CEE network and to communication service provider components.

15.5.10 (RI) Future Improvements to Central Infrastructure

The company shall provide the specifications of any central infrastructure components that require improvements in the event of an improvement to the Vote Counting System in accordance with the provisions of Section 15.9.12.2 of this *RFP*. The company shall always be responsible for the installation and configuration of any central infrastructure component required as part of the improvement. However, any quote that the company submits in that regard shall honor the fees proposed as required in Section 15.9.12.3 of this *RFP*. Prior approval of the CEE shall always be required to perform the work quoted.

15.5.11 Cardboard Ballot Boxes

The ballot box for the precinct machines shall have the capacity to accommodate 1,500 legal-size (8½" X 14") ballots in their main compartment. Functional access to this principal compartment shall only be provided via deposit of the ballots through the precinct machine.

Additionally, ballot boxes shall provide an emergency compartment for deposit of ballots in the event that a precinct machine does not work. This emergency compartment shall accommodate 200 legal-size (8½" X 14") ballots. Access to this second compartment shall be provided through an opening that is only opened by poll workers when needed.

The ballot box may provide for a third compartment in which ballots with specific conditions can be deposited through a precinct machine. In the event that the system provides this option, separation of ballots with specific conditions must be done mechanically from the precinct machine. Furthermore, specific separation conditions must be able to be configured from the EMS.

Design of the ballot box shall consider a height between 28" and 34" where the ballot deposit opening shall be located. The ballot box shall also incorporate an integrated privacy shield, which shall project some 12" over the upper portion of the precinct machine and shall cover the sides and back of said machine. Only the front part shall remain uncovered as a provision for the voter or user to be able to interact with the precinct machine.

#### 15.5.11.1 (RI) Ballot Box Design

The company shall provide a drawing of the ballot box design, in hard copy and in CAD format, preferably with a .dwg extension which allows editing. The design shall include the ballot boxes being foldable and with the minimum of components that to the extent possible the ballot box be made up of a single piece. Furthermore, with the delivery of the design the company transfers to CEE all use and reproduction rights. The company shall provide ballot box assembly instructions as part of this delivery.

#### 15.5.12 Cases for Precinct machines

The company shall provide a case for each precinct machine. The cases shall provide ease of handling and transportation. The case shall not require tools for assembly and deposit of the precinct machines. The case shall be impact resistant and provide openings for placing a numbered plastic tie wrap that makes it impossible to open the case. The case shall allow for deposit of cables and any auxiliary component required for operation of the precinct machine.

##### 15.5.12.1 (RI) Design of Cardboard Carrying Cases

The company shall provide a drawing of the carrying case, in hard copy and in CAD format, preferably with a .dwg extension which allows editing. The design shall include the carrying cases being foldable and that the carrying case be made up of a single piece, except for the handle which shall be made of plastic. Furthermore, with the delivery of the design the company transfers to CEE every use and copy rights thereof.

##### 15.5.12.2 (RF) Plastic Carrying Cases

The company shall provide the alternative of plastic carrying cases with a handle. The plastic carrying case shall provide for precinct machines to keep the environmental relative humidity conditions. Additionally, it is preferable that carrying cases provide for stackable vertical storage.

#### 15.5.13 (RI) User Manuals

The Company shall provide user manuals in Spanish for precinct machines, central machines, transfer stations, and stations for alternate transmission of results with editing

and copying rights. The manuals shall contain screen illustrations to assist in comprehension of the procedure. The text shall be adapted to the linguistic conditions of Puerto Rico and in accordance with electoral usage terminology. Delivery of these manuals shall be carried out prior to training. User manuals shall be delivered to the CEE in editable electronic format, preferably in .docx format.

## 15.6 Intrinsic Functions and Characteristics

### 15.6.1 (RO) Source of Electrical Power

All of the electronic components of the Vote Counting System shall operate with a single-phase source of power with a voltage of 120 VAC and a frequency of 60 Hz.

### 15.6.2 (RO) Electrical Load

The bidder shall indicate the electrical load requirements in amperes for each of the central infrastructure components, transfer stations, stations for alternate transmission of results, precinct machines and central machines.

### 15.6.3 (RO) Alternate Power Source in Precinct Machines

The precinct machines shall have an integrated alternate power source. Said source shall have the capacity to maintain the respective precinct machine operational for a period of at least two (2) hours.

### 15.6.4 (RP) Performance of the Alternate Source of Electrical Power in the Precinct Machines

The integrated alternate power source for each precinct machine shall preferably exceed the minimum capacity of maintaining the respective machine operation for a period of over two (2) hours.

### 15.6.5 (RO) Alternate Power Source Indicator of Precinct machines

Precinct machines shall have an indicator which identifies that the power supply comes from the integrated alternate power source.

### 15.6.6 (RI) Alternate Power Source for Precinct machines

Four hundred (400) external backup power sources shall be provided for the precinct machines. Each backup source shall have the capacity to maintain the voting machine operational for a period of at least five (5) hours.

### 15.6.7 (RI) Plug for Connection of Precinct Machine to Alternate Power Source

Precinct machines shall have four hundred (400) plugs to connect alternate power sources. Said plug shall consist of the cable with the appropriate terminal to connect the alternate power source and components if necessary for conversion of alternate power to direct and transformation of power. A plug shall be required to connect each alternate power source to the precinct machines.

### 15.6.8 (RI) Uninterruptible Power Source for Central Machines

Each central machine shall have an uninterruptible power source (*UPS*). Said power source shall have the capacity to maintain the central machine operational for a period of at least thirty (30) minutes.

- 15.6.9 (RO) Operating Temperature of the Central Infrastructure  
The bidder shall indicate the range of the operational environmental temperature in Fahrenheit (°F) for each of the components of central infrastructure.
- 15.6.10 (RO) Operating Temperature of Scanning Machines and Stations  
Transfer stations, stations for alternate transmission of results, precinct machines and central machines shall operate in an environmental temperature range of 60°F to 95°F.
- 15.6.11 Relative Humidity
  - 15.6.11.1 (RO) Range of Relative Humidity  
All of the electronic components of the Vote Counting System shall operate within range of relative humidity between twenty percent (20%) and fifty percent (50%).
  - 15.6.11.2 (RP) Optimal Relative Humidity  
Precinct machines shall operate at a maximum relative humidity greater than seventy percent (70%).
- 15.6.12 (RP) Weight of Tabulator or Scanner  
The weight of the tabulator or scanner of the precinct machine may not exceed twenty (20) pounds.
- 15.6.13 (RO) Removable storage media  
Precinct machines shall use at least a removable storage media which shall be used to provide the scanning machine with the files and directories related to the election and to store result files.
- 15.6.14 (RP) Redundancy of Removable storage media  
Precinct machines shall simultaneously use a second removable storage media which shall be a copy of the first removable storage media.
- 15.6.15 (RO) Validation of Removable storage media  
The precinct machines shall have the security elements to validate the integrity of the contents of the removable storage media. Said validation consists of verifying that the contents of said media correspond to an election plan generated with the *EMS*.
- 15.6.16 (RO) Touch Screen  
The scanning machines shall have a touch screen to allow the voter or user to interact with the machine and for the poll worker to operate it. The precinct machines shall have the combination of using the touch screen and physical buttons, but the touch screen is indispensable.

- 15.6.17 (RO) Graphic Touch Screen  
Precinct machine touch screen screens shall be graphic to allow for text and other elements that can help voters and poll workers interact with and navigate the screen.
- 15.6.18 (RO) Opening of the Election  
Scanning machines shall have the ability to open the election through use of a password or a combination of password and authentication device. The scanning machine shall only start processing ballots through said authentication.
- 15.6.19 (RO) Printing  
Scanning machines shall have the ability to print, and for precinct machines, said printer shall be integrated into the machine.
- 15.6.20 (RP) Thermal Printer  
Precinct machines shall be able to print through an integrated thermal printer.
- 15.6.21 (RO) Print Color  
The printer for each scanning machine shall print in blank on a white background.
- 15.6.22 (RO) Zero Count Report  
Scanning machines shall be able to print the zero-count report after opening of the election in the scanning machine.
- 15.6.23 (RO) Reprint  
Scanning machines shall have the capacity to reprint reports and indicate previously the number of reprints required.
- 15.6.24 (RO) Ballot Size  
Precinct machines shall at a minimum be able to process ballots up to 17" long.
- 15.6.25 (RO) Dual Scanning  
Scanning machines shall be able to perform optical scanning of both sides of the paper simultaneously.
- 15.6.26 (RO) Scanning Orientation  
Scanning machines shall have the capacity to perform optical scans regardless of the four (4) potential orientations of the paper.
- 15.6.27 (RP) Precinct machine Scanning Speed  
Precinct machines shall have the capacity to process one-sided 8½" X 14" ballots in a period of no more than ten (10) seconds. The bidder shall indicate the processing speed as part of their bid.

15.6.28 (RP) Ballot Image Capture

Scanning machines shall have the capacity to capture the image of each ballot that is processed. The image capture shall be from both sides of the paper. The bidder shall comply with the requirement of Section 15.8.20 of this RFP in the event that they answer this requirement in the affirmative.

15.6.29 (RP) Image Capture Configuration

The ballot image-capture function shall be enabled or disabled during election's configuration as necessary. Nevertheless, for central machines the enabling and disabling of this function shall be done during operation so it can be used if necessary.

15.6.30 (RP) Segregation of Ballots in Precinct Machines

Precinct machines shall have the functionality of performing mechanical ballot segregation at the ballot box physical container based on ballot meeting specific criteria such as blank ballot, overvoted, challenged ballots, ballot with write in nominations, overvoted runs or undervote runs. Therefore, system shall provide the capacity of configuring the specific criteria to be applied for the mechanical ballot segregation. The physical segregation shall avoid the segregated ballots to be mixed with the rest of the ballots.

15.6.31 (RP) Segregation of Ballots in Central Machines

Central machines shall have the functionality to mechanically segregate or identify scanned ballots that comply with configurable criteria such as blank ballots, overvotes and challenged ballots, or ballots that contain write-ins, overvotes or undervotes. Central machines shall allow for an authorized user to be able to modify segregation or identification configuration, as appropriate, during its operation. Therefore, it shall provide the ability to select during configuration which segregation criteria shall be used.

15.6.32 (RO) Closing of the Election

Scanning machines shall have the ability to close the election through use of a password or combination of a password and authentication device. Once said closing is performed, the scanning machine may not allow processing of ballots. The closure of the scanning machine shall be definitive and irreversible.

15.6.33 (RO) Transmission of Results from Precinct Machines

It shall be required for precinct machines to have the ability to transmit result files through cellular connection to *EMS*. The transmission device shall have to be external and shall connect to the precinct machine the moment the results are transmitted.

15.6.34 (RO) Physical Security of Compartments

It shall be required for precinct machines to contain physical security mechanisms for the compartments where ports are located for connecting removable physical media memory and for the printing compartment.

15.7 (RO) Development Time for Adaptations and Customizations

The company shall indicate how much development time in working days shall be required for the adaptations and customizations indicated above as part of their bid. This development time shall be used by the Commission as part of the evaluation criteria, and it shall give greater weight to the shortest development time possible, and breach of the development time shall be subject to penalties.

#### 15.8 (RA) Development of Adaptations in the Application and Firmware

##### 15.8.1 Adaptation of the Basic Vote Counting System to the Political and Electoral Divisions of Puerto Rico

The company shall develop or adapt the system to the conditions of use of Puerto Rico based on the levels corresponding to the political and electoral divisions. The functions inherent to the configuration of political and electoral divisions in the system shall have the capacity to expand horizontally, but they must be circumscribed to the following levels: island, senatorial district, representative district, electoral district, precinct, polling station or ballot box counting unit. Furthermore, the levels must maintain their corresponding nomenclature in any of their displays in reports and screens.

##### 15.8.2 Incorporation of Functionality for Election Data Upload

The company shall develop or adapt the system to upload the system database from .xlsx format files or equivalent, and from .jpg format files. These files will come from Reydi System database extract containing insignia, political parties data, photos or emblems, pre-candidates and candidates data, identifiers and alternatives data, options or questions. In addition to the data, it will be included their correlation with political parties, electoral structure, election description, ballot class, reports, contests, rotation of offices, polling places, subevents description, maximum number to elect and to run, among others. The files will be delivered manually or electronic transfer using a share folder or an email.

##### 15.8.3 Adaptation of Ballot Design for Elections

The company shall develop or adapt the format for all Puerto Rico ballot types. Puerto Rico ballots are designed on a grid of columns and lines. The functions developed or adapted for these purposes shall be able to provide the ability to incorporate lines and columns in the ballot in a dynamic manner according to the electoral choice in the electoral district.

General Elections use horizontal ballots in which the columns contain political parties, independent candidates and write-ins, and the lines contain the names of the candidates, independent candidates and write-ins grouped by office.

Primaries use vertical ballots in which both the lines and the columns contain names of pre-candidates and write-ins areas. For mayor's ballots for primaries, the columns and lines contain grouped candidacies of mayor pre-candidate with their respective municipal legislators and also contain write-ins areas.



For Plebiscites, referendums and measures, horizontal or vertical ballots are used, as required, in which one column is assigned in the same line for each option, alternative or question.

In no event shall text and images different to those permitted by Law or regulation that are necessary for the voter to exercise their right to vote be allowed, either in the front or back of the ballots.

**15.8.4 Recognition Area for Initials**

The company shall include as part of the ballot design an area delimited by a black perimeter measuring 1¼" X 1¼" in the upper left corner of the back of each ballot. Said area shall be used for poll workers to place their respective initials. The scanning machine shall be able to determine whether there are marks in this area and only if it contains them shall it allow the ballot to be processed. Otherwise, the scanning machine shall alert the voter or user accordingly, as appropriate. Furthermore, the company shall develop this function as a parameter with activation and deactivation function. The selected function in the parameter in question shall be part of the characteristics of the election plan to be transmitted in all of the precinct machines. Nevertheless, for central machines, the parameter function must be editable as required during the operation of said machines.

**15.8.5 Premarking Recognition Area for Initials**

The company shall incorporate a function which includes text in the recognition area for initials as part of the ballot design generation. The text will have the effect substituting initials of the poll workers. This function must be a configuration parameter, which can be activated or deactivated according to the needs of the CEE prior to generation of the ballot files.

**15.8.6 Incorporation of the Puerto Rico Vote Counting Rules**

The company shall incorporate in their tabulation logic all the rules as described on page 58 of this RFP.

**15.8.7 Incorporation of Selection of Adjudication Rule Parameter**

The company shall incorporate as part of the configuration functions a parameter to select the ballot's tabulation rule among two (2) options. The two (2) options are as follows: Consider a ballot voted under a political party and voted for candidates in such a way that none of the candidates from the selected parties will get votes as a spoiled ballot or consider it as a mixed vote.

**15.8.8 Configuration of the Interaction Messages**

The company shall be responsible for the configuration of the precinct machines interaction messages in Spanish and English. This configuration shall be done as part of the initial configuration and development of the Vote Counting System.

**15.8.9 Interaction Message Display Conditions**

Interaction messages shall be displayed by the precinct machine after depositing the ballots with any of the following conditions: challenged ballot, invalid ballot, blank ballot, overvote ballot, undervote ballot, ballot that does not correspond to the electoral district, ballot without initials and damaged ballot. Nevertheless, the precinct machine may additionally display other messages for conditions other than those required herein and which are necessary to inform the voter when depositing the ballot.

**15.8.10 Inclusion of the Function of Processing Multiple Ballot Boxes Counting Units in One Scanning Machine**

The company shall have the ability to incorporate the function of assigning more than one ballot box counting unit to a scanning machine. Each assigned ballot box counting unit shall belong to different electoral districts with no more than one ballot box from the same electoral district assigned to a scanning machine. Therefore, scanning machines shall be able to process ballots belonging to polling stations from different electoral districts concurrently such that these scanning machines can be used in polling stations in which voters belonging to different electoral districts are assigned.

**15.8.11 Creation of a Result Transmission File**

The company shall modify the basic vote counting system for each scanning machine to be able to generate result files according to the CEE requirements. The technical details as to format, contents, and security elements of the result transmission files are described in the Technical Specifications. The number of files shall correspond to the number of ballot boxes counting units assigned to the scanning machine. Each file shall contain the serial number or other identifier of the machine used for the election closing and results consolidation prior to the result's transmission.

**15.8.12 Adaptation of Vote Count Reports**

The company shall be responsible for developing the vote count reports in accordance with the contents required by the CEE in the Technical Specifications. The reports shall be adapted to the applicable election and in strict compliance with the format established in the Technical Specifications. Furthermore, any parameter to allow the reports to be adapted to the corresponding election shall be developed or adapted.

**15.8.12.1 (RO) Two-Dimensional Quick Response Code (QR Code)**

The proposer shall present a solution as part of the electronic scanning and tabulation machine software adaptations, to include on the printed report of results a two-dimensional quick response (QR) code. This code will contain the vote tally results either in full or in a compact, encoded, or serialized format, provided that the complete set of results can be deterministically reconstructed into a complete, machine-readable representation of the results.

The solution shall allow the voting machine to generate the QR code autonomously, without dependency on external services or Internet connectivity. The generation of the QR code shall take into consideration QR code storage

capacity constraints and shall include, if applicable, an encoding and decoding mechanism for the transmission, interpretation, and reconstruction of the data. The encoding format and decoding process shall be fully documented and made available to the Commission.

The reconstruction of the decoded data must also provide for the integration into the Commission's existing result system. The QR code data content must include an integrity mechanism, such as a hash or digital signature, to ensure authenticity and prevent tampering.

The two possible uses for the code are: (1) alternative results transmission by reading and uploading data via an approved scan-capable device at the alternate transmission of results stations, or (2) direct reading of the results for confirmation and validation of the report's contents. The proposer shall consider as part of the assessment that a voting machine can be assigned to more than one ballot box counting unit.

Each proposer shall indicate whether they can generate the QR code for both possible uses. If they can comply with at least one or both two uses, they must specify the details of the code's content and how to use it. Furthermore, if they can comply with both uses, they must indicate whether these uses are mutually exclusive. Not complying with one or both possible uses for the QR code will not be cause for disqualification.

The Commission will determine as part of the award contract whether to use the QR code in the vote count report, and if so, the company will have the obligation to comply with this requirement during the Acceptance Tests.

#### 15.8.13 Integration of the Vote Counting System to the Reydi System

The company shall modify the vote counting system so that it has the function of placing in the result transmission files from the scanning machines in a repository folder. The Reydi System shall transfer files to be consolidated and published. The Technical Specifications contain details as to the file transfer service.

#### 15.8.14 Configuration Validation Visualizer

The company shall develop a visualizer that shows election configuration parameters. Said visualizer shall include counters of sublevels for each prior level, as well as counters-by level of pre-candidates, candidates, alternatives, options or questions, as appropriate. Furthermore, it shall include counters for the scanning machines grouped in accordance with their attributes. The visualizer shall be able to generate a report containing all the parameters and counts required to allow CEE to validate the configuration of a given election in accordance with its conditions. The details as to the contents of the visualizer report are provided in the Technical Specifications. The visualizer report shall be generated in *pdf* and in comma-separated values (*CSV*).

**15.8.15 Development of Functionality for Generating Expected Result Files for Logic and Accuracy Tests**

The company shall be responsible for developing a function in the basic vote counting system for the Vote Counting System to generate an expected result file to be used as part of the validation of results for each scanning machine. The file shall contain the results in a structure and format determined by the CEE. Said structure and format are included as part of the Technical Specifications.

**15.8.16 Provision of Roles**

The Vote Counting System is required to have minimal role segregation: administrator and poll worker. Minimum privileges for each role in the scanning machines are shown in the following table:

Privileges	Administrator	Poll Worker
Date and time change	Yes	No
Opening the election	Yes	Yes
Printing the zero-count report	Yes	Yes
Reprinting	Yes	Yes
Closing the election	Yes	Yes
Printing the vote count record	Yes	Yes
Printing the vote count record in machines with printing disabled.	Yes	No
Transmission of results	Yes	Yes

**ILLUSTRATION 18 ROLES AND DUTIES**

**15.8.17 Pausing the Election**

A function shall be developed for scanning machines to pause the election using a password or a combination of password and authentication device. Furthermore, this function shall enable scanning machines to reopen the election. While a scanning machine is paused it shall not process ballots or print reports, it may only provide for reopening and turning on and off.

**15.8.18 Disabling Printing**

A parameterized function shall be developed to disable the vote report printing by the poll worker role for certain scanning machines. Nevertheless, in these cases printing shall only be allowed through the role of administrator. The disabling required herein does not apply to the zero-count report.

**15.8.19 Vote Count Report Printing**

Scanning machines shall have a function for printing the vote count report after the election closure in the machine. It shall be indispensable to have closed the election in the machine for it to activate the function of printing the vote count report. Said printing function shall require the intervention of the poll worker to activate, therefore the printing in question may not be automatic once the election closes. However, the only function available for the

poll worker once the election closes in the scanning machine shall be printing the vote count report prior to transmitting the results.

- 15.8.20 Screen Capture Report (compliance with this requirement is conditioned on the bidder answering Section 15.6.28 in the affirmative)  
The system shall generate a report containing each ballot image captured in a scanning machine which includes at a minimum in each page the identifier of the machine, identifier of the scanning machine, the ballot image, the ballot tabulation, and the date and time the image was printed. Furthermore, each page shall have an ascending sequential number, and the ballots shall be grouped by type of ballot.
- 15.8.21 Transmission of Results from Central Machines  
It shall be required for central machines to have the ability to transmit result files to the EMS. This transmission shall be done through cellular connection or local area network (LAN).
- 15.8.22 Creation of Ballot Boxes Counting Unit for the General Vote Count  
A function shall be developed which creates additional ballot boxes counting unit beyond those used the night of the event, as necessary. This function shall provide for validation that every ballot box counting unit created did not previously exist.
- 15.8.23 Result Transmission Report  
It shall be required for the Vote Counting System to produce a report in CSV or equivalent format containing statistical information as to the transmission. Said report shall be available both for the results of the night of the event and for the general vote count of each election. The structure of the report required herein is included in the Technical Specifications.

## 15.9 Services

### 15.9.1 Management

#### 15.9.1.1 (RI) Project Management

The company shall be required to provide an allocated management resource during the period between the contract signature and the start-up of the Vote Counting System. This resource shall be referred to as project manager and shall be responsible for its project execution. The resource shall at a minimum have the experience of having worked in the implementation of electronic voting or scanning system projects. Furthermore, the resource must know how to speak and write in Spanish.

#### 15.9.1.2 (RI) Election Management

The company shall be required to provide a management resource for each election. This resource shall be referred to as election manager and shall be

responsible for the implementation of the work required to enable the election. The resource shall at a minimum have the experience of having worked in the operation of electronic voting or scanning systems. The election manager must be on site starting one hundred (100) calendar days prior to primaries or general elections. For the rest of the elections, the CEE shall inform the company at least fifteen (15) days in advance of the date the election manager shall be required on site. Additionally, the CEE shall inform the company in the event that for primaries or general elections the period of time for the election manager to be on site varies from what is indicated herein. The election manager shall always remain on site until the general vote count of the election in question has concluded. Furthermore, the resource must know how to speak and write in Spanish.

Additionally, the CEE will inform the company if, for a primary or general election, the period for the election manager to be on site varies from the indicated here.

#### 15.9.2 Acceptance Tests

Acceptance tests shall be divided into two (2) parts: the first shall correspond to validation of adaptations to the basic vote count system and the second shall correspond to carrying out four (4) elections. The first couple of elections shall be simultaneous, and the second shall be concurrent. For this, CEE shall deliver to the company information from the 2024 Primaries (simultaneous) and those of the 2024 General Elections and Plebiscite (concurrent). The company shall use all the data provided by CEE to generate the elections in the *EMS*. The company shall take the necessary measures to comply with the form on which it is agreed to demonstrate compliance with adaptations of the basic vote counting system as the first stage of the acceptance tests. The second stage shall only be carried out once the CEE validates the company's compliance with the first stage. The duration of said tests shall be 60 working days.

##### 15.9.2.1 (RO) Resources for Acceptance Tests

The bidder shall list the resources and their necessary duties to support performance of the acceptance tests as part of its proposal. The bidder shall include technical support for the execution of the acceptance tests to be performed in CEE facilities. At least one of the resources identified by the bidder shall be from the quality area or its equivalent.

##### 15.9.2.2 (RA) Support during Acceptance Tests

The company shall have technical support available on site to perform acceptance tests as presented in compliance with the requirement of Section 15.9.2 of this RFP.

##### 15.9.2.3 (RA) Performance of Acceptance Tests

The following are the general actions required to carry out acceptance tests:

15.9.2.3.1 First Stage – Design Validation

- Demonstrating development of all the adaptations in application and *firmware* described in Section 15.8 of this RFP.

15.9.2.3.2 Second Stage- Generation of Simulated Elections

- Upload partial summary files from the Reydi System database to the EMS-
- Demonstrate configurations through the validation configuration visualizer to allow the CEE to validate the corresponding elements of the partial summary.
- Generate and deliver prototypes and ballots for CEE review.
- Generate voting ballots, training ballots, ballots for logic and accuracy tests, and sample ballots.
- Generate the expected result file for logic and accuracy tests.
- Configure transmission and security elements for the scanning machines and the alternate transmission of result stations.
- Load the files of the total summary of the database of the Reydi System in the EMS.
- Demonstrate configurations through the configuration validation visualizer for the CEE to validate the elements corresponding to the total summary and transmission and security configurations.
- Transfer election files from the transfer stations to the removable storage media to prepare the precinct machines and the central machines, as appropriate.
- Perform logic and accuracy tests for scanning machines.
- Support in use of precinct machines from the perspective of the voter and the poll worker.
- Support the use of stations for the alternate transmission of results from the perspective of installation and configuration as well as of the user.
- Support in the use of central machines in the night of the event mode.
- Monitor transmission of results in the night of the event mode.
- Support in the use of central machines in the general vote count mode.
- Monitor transmission of results in the general vote count mode.

The test acceptance protocol shall be developed by the CEE in coordination with the company. The acceptance test protocol shall be executed and witnessed by the CEE. The general outline of the Acceptance Test Protocol is in Appendix P.

The company shall be responsible for the Vote Counting System complying with all of the expected results of the acceptance tests within the period of the tests

attributable to the company. The company shall also be responsible for implementing a correction plan for each finding and its corresponding retest plan, which will be repeated the number of times necessary to obtain the results expected according to the test protocol. Compliance with the tests shall be documented by the CEE and submitted to the Commission, and this entity shall be the one responsible for certifying acceptance of the Vote Counting System.

Nevertheless, it shall be considered a breach by the company and sufficient cause for termination of the contract, as well as to execute the performance bond if even after attempts to solve a finding, the expected results are not met. Both termination of the contract and enforcing the performance bond under the conditions indicated above shall be at the Commission's discretion.

15.9.2.4 (RA) Environment for the First Stage of the Acceptance Tests

The company shall be responsible for preparing all the environment for the first stage of the acceptance tests. Said environment shall be prepared as one for tests, different from the production environment. The company shall have the discretion to prepare the environment in question in the servers deemed convenient. Nevertheless, the rest of the equipment to be used for these purposes shall follow the layout indicated in the proposal.

15.9.2.5 (RA) Environment for the Second Stage of the Acceptance Tests

The company shall be responsible for preparing all the environment for the second stage of the acceptance tests. Said environment shall be similar to what will eventually be used in production.

15.9.2.6 (RA) Equipment and Supplies for Acceptance Tests

15.9.2.6.1 Ballots

The company shall provide all the ballots required to carry out the acceptance tests. The ballots shall include representative samples of the electoral districts in sufficient amount to be able to achieve the results expected according to the test protocol.

15.9.2.6.2 Equipment

The company shall provide the scanning machines, transfer stations and stations for alternate transmission of results on site to carry out acceptance tests. The number of each of this equipment shall be determined by the company in consideration of providing a minimal number to carry out the acceptance tests in accordance with the test protocol.

15.9.2.6.3 Consumables



The company shall provide all the consumables necessary to perform the acceptance tests on site. This includes coordination with a service provider to prepare *SIM* cards at the company's expense.

### 15.9.3 Training

#### 15.9.3.1 (RI) Training Sessions

The company shall be responsible for providing competent resources with experience in the subject to train trainers in the use of scanning machines. Training shall be carried out in San Juan and shall be in Spanish. Said training shall be of two (2) types: for precinct machines and for central machines. The company shall indicate the duration of each training session, as well as the number of sessions necessary for each type of training. Furthermore, the company shall provide all the educational materials in Spanish, such as manuals, pamphlets, etc. This material shall be delivered in any of these formats, as appropriate: .docx, .pub or .pptx such that the CEE may edit them at its discretion. The CEE shall be entitled to record, copy and adapt these materials for their use. The CEE shall determine the dates of the training and shall be required to notify the company as to said dates at least fifteen (15) calendar days prior to the date of the first session.

### 15.9.4 Central Infrastructure

#### 15.9.4.1 (RO) Design of the Central infrastructure

The company shall provide an infrastructure design diagram which shall include application, database, service, security component, communication and Uninterruptible Power Supply (*UPS*) servers necessary for the operation of the Vote Counting System. The design shall possess a redundancy configuration that must consider no single point of failure affecting performance and with resiliency to guarantee high availability. As part of the diagram the bidder shall describe all the equipment necessary and requirements of electrical power supply. Furthermore, any communication infrastructure requirement as environmental required by the CEE. They shall also describe the interrelation with the scanning machines, transfer stations and stations for alternate transmission of results.

#### 15.9.4.2 (RO) Telecommunications Infrastructure

Precinct machines shall use cellular communication as means of telecommunication. The bidder shall specify the details of the compatible *SIM* cards, as well as the wireless communication technology to achieve connection and remote transmission of the results of each precinct machine directly from the polling place to the central servers of the Vote Counting System.

#### 15.9.4.3 (RI) Change in Communications Technology

The company shall be required during the term of the contract to provide development, approval, adaptation, and updated services as well as supply of equipment, parts or both, or any other asset, service or both, as necessary, to maintain the results transmission capacity operational from the precinct machines. These assets and services, as appropriate, shall be required if there is a change in the use policy for communication technology which makes it obsolete that which formed a part of the solution that was initially proposed. Changes in use policy may only be required by the US Federal Communications Commission (FCC) or appropriate entity.

15.9.4.4 (RI) Installation and Configuration of Central Infrastructure

Company is required to install and configure all servers, components and UPS. Said equipment shall be located on site and the location is described in the Technical Specifications. The CEE shall provide the connection point for CEE's network and an uninterruptible power circuit to feed the *UPS* provided by the company.

15.9.4.5 (RI) Configuration of Communication Services

The company shall be required to provide a dedicated communications resource for each election who shall be in charge of configuration and integration of the communication services of the *EMS* with those provided by the communication service providers. The company shall be responsible for giving the communication service providers all the technical information for said provider to make adjustments required on the provider's platform. The dedicated resources shall be responsible for all the interaction and exchange of technical data between said providers and the company. The CEE shall be responsible for contract communication service providers and coordinating the work between said providers and the company. The decision as to the period of services shall depend on each election, and therefore said services shall be invoiced based on a daily fee to be submitted in the proposal. Said fee shall be invariable during the term of the contract.

15.9.4.6 (RI) Provision of the Architecture Diagram of the Central infrastructure

The company shall be responsible for providing the diagram of the architecture for the central infrastructure. Said diagram shall show all the interconnection of the central infrastructure, as well as services for communication and integration with the Reydi System.

15.9.5 (RI) Election Project

15.9.5.1 Configuration of the Election Project in the *EMS*

The company shall be responsible for configuration in the *EMS* of all the elections in which the Vote Counting System shall be used during the term of the contract. Prior to each election the company shall receive a first delivery

with the partial extract of the Reydi System database with which it shall configure the election in the *EMS* to the point of allowing the generation of the ballots. The company shall be responsible for demonstrating and validating to the CEE the effective scan of the ballots prior to authorizing their printing. The company shall have two (2) working days to perform this demonstration and validation.

Subsequently, the company shall receive a second delivery with the total summary of the database of the Reydi System with which it shall complete configuration of the election in the *EMS* until election files are generated for transfer to scanning machines. The company will have on every election five (5) working days to complete configuration of an election from the second delivery mentioned above and submit to the CEE the configuration parameters before the CEE authorizes generation of the election files to be transferred to the removable storage media of each scanning machine.

The company shall also be responsible for making a second demonstration and validation to CEE as to the effective performance of the Election Project prior to the transfer of files to the removable storage media of each scanning machine that shall be used in the election. The company shall have two (2) working days to perform said demonstration and validation. This period of two (2) working days shall start to run immediately after the period of five (5) working days required to complete the configuration of an election has elapsed.

#### 15.9.5.2 Configuration Specialist

The company is required to provide a dedicated resource for configuration of elections in the *EMS*. This resource shall be designated a configuration specialist and shall be responsible for all the tasks and duties inherent in the election creation work in the *EMS*. This resource shall have experience in the use and handling of the *EMS* of the basic vote counting system and be familiar with its adaptations and customizations for Puerto Rico. The configuration specialist shall be on site from eighty (80) calendar days prior to primaries and from ninety (90) calendar days prior to general elections. For the rest of the elections, the CEE shall inform the company at least fifteen (15) days in advance of the date in which the configuration specialist shall be required to be on site. Additionally, the CEE shall inform the company if for some primaries or general elections the period for the configuration specialist to be on site varies from what is stated herein. The configuration specialist shall remain on site until the process to transfer files to the removable storage media has concluded for every election. Furthermore, the resource shall know how to speak Spanish.

#### 15.9.5.3 Modification of Interaction Messages

The CEE may require modifications in the configuration of the content of the interaction messages as necessary during the term of the contract and the company shall be required to make modifications so requested by the CEE.

#### 15.9.5.4 Configuration of the Vote Count Reports

The company shall be responsible for configuring the vote count reports in accordance with the election that they shall be used in. The configuration parameters of the reports shall be part of the content of the Configuration Validation Visualizer.

#### 15.9.5.5 Generation of Ballots

The company shall be responsible for generating all the ballots inherent to each election during the term of the contract. Said ballots shall be generated in *pdf* and delivered to the CEE within a period of five (5) working days starting on the first delivery that contains the partial summary of the database of the Reydi System. The ballots shall be delivered to the CEE through electronic transfer or through physical media and CEE shall review their contents. This process be repeated no more than two (2) times, and otherwise penalties for late delivery shall apply in the event that additional iterations are required for reasons attributable to the company. The company shall have a period of one working day to deal with any correction required by CEE starting from time that the finding is referred to the company. Similarly, the company shall be required to deliver in conjunction with the ballots, the prototypes of the ballot layouts for each type of ballot corresponding to the election at issue. Each prototype shall be a document which illustrates the format of the ballot and the correlation between the areas of recognition and the corresponding candidate, pre-candidate, alternative, option or question, as appropriate. The prototypes are intended to provide the CEE a resource to validate that the areas of recognition are properly related to their corresponding accumulator. The terms, attempts, format (*pdf*) and delivery method of the prototypes shall be the same as those corresponding to the ballots as expressed in the following table:

Task	Responsible	Period (working days)	Attempt
generation and delivery of partial extract	CEE	n	Initial
generation and delivery of prototypes and ballots	company	5	
review of prototypes and ballots	CEE	n	first iteration
correction of prototypes and ballots	company	1	
review of prototypes and ballots	CEE	n	second iteration
correction of prototypes and ballots	company	1	

ILLUSTRATION 19 ASSIGNMENT OF RESPONSIBILITIES IN THE SEQUENCE FOR GENERATION OF BALLOTS

Once the content of the ballots is approved by the CEE, the company shall have the responsibility of generating ballots for the different use modes thereof. For

each use mode, the ballot shall have an applicable period for development of the corresponding ballots. The ballot use modes are voting, training, logic and accuracy tests and sample ballots. The following table contains the terms applicable for generation of each set of ballots in accordance with use mode.

Sequence	Task	Party Responsible	Period <sup>42</sup> (working days)
1	approval of the contents of the ballots	CEE	N
2	generation of voting ballots	company	2
3	generation of training ballots	company	2
4	generation of ballots for logic and accuracy tests	company	2
5	generation of sample ballots	company	2

**ILLUSTRATION 20 APPLICABLE TERMS FOR BALLOT GENERATION TASKS PER USE MODE**

Each ballot has a specific layout that is replicated in each applicable electoral district and for which only the nomenclature varies with respect to the electoral district to which it corresponds. The following tables illustrate the relation between ballot layouts, variations and styles, according to each defined term used in the 2024 General Elections and Plebiscite, and in the 2024 Primaries:

Type of Ballot	Ballot Layouts	Ballot Variations	Ballot Styles
State	1	114	114
Legislative	114	114	
Municipal	78	114	
Presidential	1	114	
Federal	1	114	
Total	195	570	114

**ILLUSTRATION 21 BALLOT CORRELATION FOR GENERAL ELECTIONS**

Type of Ballot	Maximum Ballot Layouts per Political party	Maximum Ballot Variations per Political party	Maximum Ballot Styles per Political party
Governor	1	114	114
Resident Commissioner	1	114	
District Representative	40	114	
District Senators	8	114	
Representatives at large	1	114	
Senators at Large	1	114	
Mayor	78	114	
Municipal Legislators			

<sup>42</sup> The periods are in working days and each period starts to run when the period of the prior task elapses in accordance with the sequence illustrated in the table.

Type of Ballot	Maximum Ballot Layouts per Political party	Maximum Ballot Variations per Political party	Maximum Ballot Styles per Political party
Total	130	798	114

ILLUSTRATION 22 BALLOT CORRELATION FOR PRIMARIES PER POLITICAL PARTY

#### 15.9.5.5.1 Voting Ballots

Generation of the voting ballots shall contain all the ballot styles of the election or concurrent election configured for the election environment.

#### 15.9.5.5.2 Training Ballots

Ballots created for training shall contain one single ballot style per election or concurrent election configured for the training environment. These ballots shall contain silhouettes in place of photos or logos of pre-candidates or candidates, as appropriate. Also, they shall not contain the names of said pre-candidates or candidates and instead the word “*aspirante/pre-candidate*” or “*candidato/candidate*,” shall be placed, as appropriate.

#### 15.9.5.5.3 Logic and Accuracy Test Ballots

Ballots created for logic and accuracy tests shall contain all the ballot styles configured for the election environment with the condition that said ballots must contain voting marks of 4 square millimeters (4 mm<sup>2</sup>) to confirm reading of the recognition area in all of the ballots. The generation of ballots for logic and accuracy tests shall include a blank ballot for each ballot type in each ballot style. Additionally, each ballot shall contain the following phrase in legible text in the upper portion: “Papeleta de Lógica y Precisión/*Logic & Accuracy Ballot*”.

#### 15.9.5.5.4 Sample Ballot

Sample ballots created shall contain all of the election or concurrent election ballot styles without any configuration so that they cannot be used either in the election environment or in the training environment. Additionally, each ballot shall contain the word: “*muestra/sample*”, in legible text, both in the upper portion as well as in a transverse watermark.

#### 15.9.5.6 Completion of the Distribution Files

The CEE shall require the company to complete the distribution files<sup>43</sup> inherent to each ballot use mode for each election during the term of the contract. The

<sup>43</sup> For the use mode of the voting ballots completion of the two (2) distribution files shall be required: one for regular polling stations and one for special polling stations.

CEE shall prepare the distribution files in .xlsx format or equivalent. The files in question shall possess the data of the file name in *pdf* of the ballot, municipality, electoral district, type of ballot, longitudinal size of the ballot, number of packages and number of ballots per package. The company shall be required to complete for each file the data, the names of the files in *pdf* for each ballot and the longitudinal size in inches. The rest of the data shall be provided by the CEE. The names of the files in *pdf* of the ballots shall have a structure determined by the CEE, which is described in the Technical Specifications. The company shall be required to deliver the distribution file for each use mode of the ballot. Each distribution file shall be delivered by the company in conjunction with the appropriate *pdf* files of the ballots in accordance with their use mode.

#### 15.9.6 Ballot Printing

##### 15.9.6.1 (RO) Accreditation of Printing Lines

The bidder shall indicate as part of this requirement whether it is required to certify the ballot printing production lines prior to printing ballots to be used in the scanning machines. If necessary, the bidder shall indicate the fee or the accreditation services per printed line. Furthermore, it shall comply with the requirement described in Section 15.9.6.2 of this RFP. The bidder shall also include as part of performance of this requirement the accreditation protocol in the event that the need for accreditation of printing lines is indicated. Furthermore, if accreditation of printing lines is not necessary, the bidder shall not have the duty to comply with the requirement indicated in Section 15.9.6.2 of this RFP.

##### 15.9.6.2 (RI) Printing Line Accreditation Service

Printing line accreditation shall be imperative if it is indicated by the company in accordance with Section 15.9.6.1 of this RFP. The company shall be responsible for printing line accreditation services during the term of the contract. These services shall be required by the CEE at least thirty (30) calendar days in advance of the start date of the accreditation services. The company shall honor the printing line accreditation service fee during the term of the contract.

##### 15.9.6.3 (RI) Support during Ballot Printing

The company shall be responsible for setting up two (2) precinct machines for each printing line used for production of ballots of elections. This shall be done to have quality control for ballot printing. In turn, the CEE shall be responsible for transfer of said machines to and from the printing facility. Also, the company shall be responsible for providing telephone support in Spanish to CEE resources assigned to perform said quality control. Said resources of the CEE are assigned in the printing lines used for the purposes described above.

Support service consists of anything related to the operation of the precinct machines assigned for said purposes. These support services shall be required for each election during the term of the contract.

#### 15.9.7 (RI) Logic and Accuracy Tests

##### 15.9.7.1 Generation of Files of Expected Results for Logic and Accuracy Tests

The company shall be responsible for generating an expected result file in each election during the term of the contract. The CEE shall use said file to validate the results transmitted from each scanning machine to Reydi System. Validation of the results for each machine between those transmitted and those expected shall be the CEE's responsibility. The company will be required to submit the expected result file along with the ballots for logic and accuracy tests. The format and structure of the expected results file shall comply with the provisions of the Technical Specifications. Delivery of the expected results file for each election shall be carried out within two (2) working days after delivery of the corresponding logic and accuracy ballots.

##### 15.9.7.2 Logic and Accuracy Test Protocol

The CEE shall require the performance of logic and accuracy tests for one hundred per cent (100%) of the scanning machines that shall be used in a given election, which shall include those identified to be used as spares for replacement. The company shall be responsible for developing the logic and accuracy test protocol. Said protocol shall include the sequential verification and validation procedure for each component, function or both through the verification and comparison of the acceptance criteria for each machine. The protocol shall be segregated with regards and as applicable between the precinct machines and the central machines. Furthermore, it shall be completed and delivered within thirty (30) days after the date of acceptance by the Commission of the Vote Counting System.

##### 15.9.7.3 Performance of the Logic and Accuracy Tests

The company shall be responsible for performance of logic and accuracy tests. Said service shall be provided by placing the company's technical personnel on site during the performance of these tests on each scanning machine. The CEE shall only be responsible for providing personnel for supervision of performance of the logic and accuracy tests. The company's service shall consist of performing the protocol and servicing any machines that do not comply with the acceptance criteria included in the protocol.

The service that the company's resources will provide to each machine will consist of immediately performing any warranty corrective maintenance to return the machine in question to operating conditions. The CEE shall require the resources necessary per election for performance services for the duration



of the logic and accuracy tests. These resources by the company shall be appointed exclusively for the tasks related to logic and accuracy tests and may not be simultaneously shared for compliance with other tasks related to the election during performance of said tests.

Logic and accuracy tests for each election shall be completed within a period of no more than fifteen (15) calendar days.

15.9.7.4 Logic and Accuracy Test Logbook

The company shall be responsible for filling out a logbook and recording the serial number or other analogous identifier for each scanning machine that effectively passes the logic and accuracy tests. Said logbook shall contain at least a description of the serial number or other identifier with the electoral district, unit, polling station and ballot box counting unit to which the scanning machine shall be assigned. For scanning machines that are assigned more than one ballot box counting unit, a record shall be provided with the serial number or other identifier for each assigned ballot box counting unit.

15.9.8 (RI) Before and After the Night of the Event

15.9.8.1 Ballot Processing Support in Central Machines

The company shall be responsible for assigning at least one resource on site per election to provide support on ballot processing, as well as problem solving, diagnostics and prevention with central machines. These resources shall be required during the duration of ballot processing prior to the general vote count of the corresponding election and during the general vote count. These support resources by the company shall be appointed exclusively for tasks related to ballot processing and may not be simultaneously shared for compliance with other tasks related to the election for the duration of said processing. Said services provided by the resources also may be required overtime. Additionally, the services said may be required outside of regular hours, including holidays and weekends, as required by CEE.

15.9.8.2 Support during Transmission of Election Results

The company shall be responsible for assigning a dedicated resource in communication for monitoring and handling service restoration during election day. These services shall be provided at the site of the EMS servers, as the location is described in the Technical Specifications. The dedicated communications resource shall be on site for provision of service from 12:00 p.m. on the day of the election until 6:00 a.m. on the following day or until the CEE declares the period to receive results closed, whichever occurs first.

15.9.8.3 Support Answering Service Calls

The company shall be responsible for assigning two (2) resources for each election who shall provide support services for use of precinct machines. Said resources shall be assigned to the facilities provided by CEE for purposes of establishing the Call Center. The support consists of the evaluation, diagnosis and solution of problems in use of the precinct machines through telephone calls. Both resources must speak Spanish. In general service hours for these purposes shall start two (2) hours prior to the opening of the polling stations for the corresponding election and until the CEE closes the results transmission process. Nevertheless, the CEE may require this service to be provided outside of the aforementioned period to assist during early voting for which the use of a precinct machine is required. The CEE shall be required to notify the company thirty (30) calendar days in advance as to the need for additional service time for the two (2) resources described herein.

#### 15.9.9 General Vote Count

##### 15.9.9.1 (RI) Support during Transmission of Results from the General Vote Count

The company shall be responsible for assigning a dedicated communications resource for monitoring and managing service restoration during the general vote count. These services shall be provided at the site of the *EMS* servers, as said location is described in the Technical Specifications. The dedicated communications resource shall be on site for provision of services from 8:00 a.m. until 4:30 p.m. for the duration of the general vote count. The services of the dedicated resources may also be required overtime. Additionally, the services may be required outside of regular hours, which include holidays and weekends, as required by the CEE. These services shall include performance of the duties required by the company for creation of ballot boxes counting units during the general vote count for each election.

#### 15.9.10 Warranties and Maintenance

##### 15.9.10.1 (RO) Protocol for the Preventive Evaluation of Scanning Machines

The bidder shall submit as part of its proposal the existing protocol for preventive evaluation of scanning machines. Said protocol shall be comprised of two (2) components: one covering central machines and the other covering precinct machines. The protocol shall include evaluation and resolution for at least the following general elements: ballot processing, mechanical integrity, electronic integrity, functioning of components (screen, buttons, among others), electrical integrity (internal battery, connections to external power supply, among others), report printing, recognition of components and others. Furthermore, the bidder shall include as part of the protocol the description of any component requiring replacement and its corresponding service life. Said protocol shall include the sequential process of verification and validation of

each component, function or both through verification and criteria comparison that shall be performed for each scanning machine.

15.9.10.2 (RI) Preventive Evaluation for Scanning machines

The company shall be responsible for assigning the resources required to carry out the annual preventive evaluation plan for each scanning machine of the machine inventory to the Electoral Operations Building or the place within Puerto Rico determined by the CEE. The annual preventive evaluation plan shall be carried out according to the following table:

Year	Period for Preventive Evaluation
First year of the electoral cycle (first year after General Elections)	February to March October to November
Second year of the electoral cycle (second year after General Elections)	October to November
Third year of the electoral cycle (third year after General Elections)	October to November
Electoral year (General Election year)	Not required

ILLUSTRATION 23 PERIOD FOR PREVENTIVE EVALUATIONS

The first annual preventive evaluation during the term of the contract shall commence after a year has passed from receipt of the first delivery of any of the scanning machines, or of the 2028 Primaries, whichever is first. During the preventive evaluation, the company shall identify scanning machines with components whose service life has expired and shall refer them for corrective maintenance. Additionally, the company shall be responsible for preparing a logbook of findings in which these are described, and the intervention of each scanning machine is documented. The CEE shall be responsible for supervising compliance with these services and the review and approval of the finding's logbook, once the annual preventive evaluation concludes. The logbook of findings shall constitute evidence of compliance as part of the invoicing as to preventive evaluation services.

If rentals are used, the annual preventive evaluation of the 1,700 precinct machines which require storage in Puerto Rico, as well as central machines, the regularity indicated in the previous table shall be followed. Nevertheless, for precinct machines of the inventory of machines that are not required to be stored in Puerto Rico, it shall be mandatory to perform preventive evaluation between October and November of the third year of each electoral cycle. For the first year of each electoral cycle and the second year of each electoral cycle, preventive evaluation shall only be required for precinct machines other than those required to be stored in Puerto Rico in the event that there is an election requiring a quantity of these exceeding 1,700. Preventive evaluation for precinct machines in excess of 1,700 shall be carried out at least thirty (30) days prior to the election and the CEE shall be required to notify the company ninety

(90) days in advance of the election as to the need for precinct machines. It shall be the sole responsibility of the company to comply with the delivery to CEE of the scanning machines within the periods indicated herein and without any additional cost to CEE.

15.9.10.3 (RI) Corrective Warranty Maintenance for Scanning Machines

The company shall be responsible for solving any finding detected as part of the annual preventive evaluation of the inventory of machines through corrective maintenance. Additionally, through corrective warranty maintenance, the company shall be responsible for resolving any inoperative status of any scanning machine of the inventory of machines resulting from the logic and accuracy tests. Any scanning machines of the inventory of machines with an inoperative status as part of their use during an election or during the routine use in training or presentations shall be dealt with as part of the annual preventive evaluation after the inoperative status occurs. Also, during corrective warranty maintenance, the company shall replace components whose service life has expired. The CEE shall acknowledge in every case that the company's responsibility to resolve shall be limited to the finding not being attributable to causes related to misuse of the scanning machines. The company shall be responsible for providing and installing every component or part that is necessary for resolution of any finding as part of corrective maintenance. Also, the company shall be responsible for maintaining an adequate and accessible inventory of components and parts such that any resolution requiring replacement using said components and parts is covered within a period not greater than 72 calendar hours for each scanning machine from the date of the finding.

When scanning machines are determined to be unrepairable, the company shall replace them at the company expense. Each scanning machine that is replaced shall be removed from the machine inventory and their corresponding replacement shall be included in said inventory. For every substitution due to causes indicated above the replacement scanning machine, as appropriate, shall be added to the inventory of machines within ten (10) working days from the date of the finding.

Additionally, the company shall be responsible for preparing a service logbook describing these and documenting the intervention with each scanning machine. The CEE shall be responsible for supervising compliance with these services, review and approval of the service logbook once corrective maintenance has concluded. The service logbook shall constitute evidence of compliance with corrective maintenance services.

15.9.10.4 (RI) Central Infrastructure Warranty

The company shall provide a warranty on parts and services for all the components of the central infrastructure during the term of the contract. The warranty required herein shall be provided through the company, regardless of whether any of the components are still under manufacturer's warranty. Therefore, any coordination to obtain parts and services with a manufacturer, as appropriate, shall be the company's responsibility.

15.9.10.5 (RI) Transfer Station Warranty

The company shall provide a warranty of parts and services for all the components of the transfer stations during the term of the contract. The warranty required herein shall be provided through the company. Therefore, any coordination to obtain parts and services from a manufacturer, as appropriate, shall be the responsibility of the company.

15.9.10.6 (RI) Warranty for Stations for Alternate Transmission of Results

The company shall provide parts and service warranty for all the components of the stations for alternate transmission of results during the term of the contract, regardless of whether any of the components has a manufacturer's warranty. Therefore, all coordination to obtain parts and services with any manufacturer, as appropriate, shall be the responsibility of the company.

15.9.10.7 (RI) Adaptation of the Protocol for Preventive Evaluation of Scanning Machines

The protocol for preventive evaluation of scanning machines provided by the company in compliance with the requirement of Section 15.9.10.1 of this Request may be amended if so, requested by the CEE. Said request shall be based on the need to adapt the protocol to the specific conditions of the Vote Counting System. The company shall be responsible for modifying the protocol and delivering the new version to CEE within the period agreed to by the parties.

15.9.10.8 (RO) Additional Offer of Warranty

The bidder may exceed the minimum warranties provided in the subsections applicable to Section 15.9.10 and if so proposed, they shall be required to submit the description of the scope and respond to this requirement. If no additional offer of warranty is provided, the bidder shall indicate this in the response to this requirement. The additional offer of warranty by the bidder shall be considered a part of the valuation to grant points for the warranty criteria.

15.9.11 (RI) Licenses

15.9.11.1 License for Application of the *EMS*

The company shall grant and provide the CEE with the use license of the *EMS* of the Vote Counting System. The license shall be limited for exclusive use of

CEE during the term of the contract with an annual recurring cost. The licenses for the centralized components or modules of the *EMS* shall be considered an integral part of the licensing indicated herein.

15.9.11.2 *Firmware* License for Precinct Machines

The company shall grant and provide the CEE with the *firmware* licenses for the precinct machines. The licenses shall be limited for exclusive use of CEE during the term of the contract with an annual recurring cost per precinct machine. In the event of a rental, the licensing cost shall be implicit in the rental cost by precinct machine.

15.9.11.3 Application and *Firmware* License for Central Machine

The company shall grant and provide the CEE with the application and *firmware* licenses for the central machines. The licenses shall be limited for exclusive use of CEE during the term of the contract with an annual recurring cost per central machine. In the event of a rental, the licensing cost shall be implicit in the rental cost by central machine.

15.9.11.4 Application and *Firmware* License for Transfer Stations

The company shall grant and provide the CEE with the application and *firmware* licenses for each transfer station. The licenses shall be exclusively limited for use by CEE during the term of the contract with an annual recurring cost per station.

15.9.11.5 Application and *Firmware* License for Stations for Alternate Transmission of Results

The company shall grant and provide the CEE with the application and *firmware* licenses for each station for alternate transmission of results station. The licenses shall be exclusively limited for use by CEE during the term of the contract with an annual recurring cost per station.

15.9.11.6 Non-Exclusive Use Licenses

The company shall grant and provide the CEE with the non-exclusive use licenses for the Vote Counting System. The licenses shall be exclusively limited for use by CEE during the term of the contract with no recurring cost. The company shall provide the CEE a list of the non-exclusive use licenses for the Vote Counting System and shall inform the CEE as to any update thereto during the term of the contract.

15.9.11.7 Updates to Non-Exclusive Use Licenses

La company shall have the obligation of informing the CEE as to any update in the non-exclusive use licenses that becomes necessary. The installation of any update of this sort during the term of the contract shall be carried out by the company at no cost to the CEE. The CEE shall require the company to maintain

an electronic logbook of the updates of this sort which lists the component in which the installation was carried out, persons who performed it, date of installation, as well as any other relevant information.

15.9.11.8 Improvements for Products with Non-Exclusive Use Licenses

The company shall have the obligation of informing the CEE as to any improvement that becomes necessary for products with non-exclusive use licenses. This requirement will only be established if the version of the non-exclusive use license used for the Vote Counting System becomes obsolete. The CEE shall assume the costs of the new non-exclusive use licenses, as appropriate. Nevertheless, the company shall be responsible for installation of these non-exclusive use licenses and for maintaining the Vote Counting System operationally viable. Installations of the non-exclusive use licenses shall be done at no cost to the CEE during the term of the contract. The CEE shall require the company to maintain an electronic logbook of changes to versions of products describing the component in which the installation was carried out, the persons who carried it out, date of installation as well as any other relevant data.

15.9.11.9 Future Acquisition of Products with Non-Exclusive Use Licenses

The company will be required to inform the CEE about any need to acquire products with non-exclusive use licenses. This need shall be established in the event of improvements to the Vote Counting System as provided in Section 15.9.12.2 of this RFP. The CEE shall assume the costs of the new non-exclusive use licenses, as appropriate. Nevertheless, the company shall be responsible for installation and configuration of these non-exclusive use licenses and for maintaining the Vote Counting System operationally viable. Installation and configuration of the non-exclusive use license for new products shall be done by the company and the CEE shall bear the cost for said service based on the fees indicated in Section 15.9.12.3 of this RFP. The CEE shall require that the company maintain an electronic logbook of changes in versions of products listing the component in which the installation was carried out, the persons who carried it out, date of installation as well as any other relevant data.

15.9.12 Updates and Improvements

15.9.12.1 (RI) Application and *Firmware* Updates

The company will be obliged to inform the CEE about any application updates, *firmware* updates or both that become available or necessary for the Vote Counting System. The company shall include a report describing what the update consists of and its justification. Installation of any update shall require prior approval by the CEE. Nevertheless, the company shall be responsible for providing and installing updates during the term of the contract. Both provision and installation shall be free of cost for the CEE. The CEE may require

revalidation tests as part of the update process and the company shall be obligated to provide support during the term of performance of said tests.

**15.9.12.2 (RI) Improvements to the Vote Counting System**

The CEE may require that the company make improvements to the Vote Counting System during the term of the contract. However, any quote that the company submits in that regard shall honor the fees for items listed in Section 15.9.12.3 of this RFP. In all cases, prior approval by the CEE shall be required to implement the quoted work.

**15.9.12.3 (RO) Fees for Improvements to the Vote Counting System**

The company shall describe as part of its bid the fees for management, analysis, design, development, quality control, test, installation, configuration, technical documentation, functional documentation and training services. The bidder shall describe the costs required herein in the Table of Costs.

**16.0 Summary and Appendices to this RFP**

Appendix	Description
A	Confidentiality and Non-Disclosure Agreement Form
B	Corporate Resolution Model
C	Identification Sheet
D	Presentation and Checklist Form
E	Proposal Certification Form
F	Table of Costs
G	Non-Collusion Certification Form
H	No Conflict of Interest Certification Form
I	No Bankruptcy Certification Form
J	Anti-Corruption Code Sworn Statement Model
K	Subcontract Certification Form
L	Preliminary Project Schedule
M	Past Performance Questionnaire
N	Penalty Table
O	Voted Ballot Samples
P	General Outline of Acceptance Test Protocol

**ILLUSTRATION 24 SUMMARY OF APPENDICES**



## 17.0 Approval and Certification

Recommended by the Osipe Institutional Balance Board on March 31, 2026.

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Eduardo Nieves Cartagena, Eng.  
Director  
Office of Information Systems and  
Electronic Processing

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Aníbal J. Zambrana Quiñones  
Deputy Director  
Office of Information System and  
Electronic Processing

Approved in San Juan, Puerto Rico on March 31, 2026.

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Hon. Jorge R. Rivera Rueda  
President  
State Elections Commission  
of Puerto Rico

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Aníbal Vega Borges, Esq.  
Electoral Commissioner  
New Progressive Party

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Ernesto G. González Rodríguez, Esq.  
Electoral Commissioner  
Popular Democratic Party

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Roberto I. Aponte Berríos  
Electoral Commissioner  
Puerto Rico Independence Party

I certify that this *RFP* was approved, and its publication was authorized by the Puerto Rico State Elections Commission on March 31, 2026.

In witness whereof, I sign and seal this document, today March 31, 2026.

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José J. Velázquez Quiles, Esq.  
Secretary  
Puerto Rico State Elections Commission

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CEE 2026