MINNEAPOLIS ELECTIONS DEPARTMENT
350 5th Street South - Room 1B
Minneapolis MN 55415-1396
Phone: (612) 673-2070
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May 1, 2008

To whom it may concern:

Attached is a Request for Proposal for services and equipment needed to conduct the Minneapolis municipal elections using the method of Ranked Choice Voting (RCV), also known as Instant Runoff Voting (IRV) or Single Transferable Vote (STV).

Please consider submitting a proposal for providing services and equipment as outlined in the attached documents.

Proposals are due by August 1, 2008.

Sincerely,

Cynthia Reichert
Director of Elections

Request for Proposal

Election Equipment and Services

May 1, 2008
City of Minneapolis
Elections Department

Proposals Due by: August 1, 2008

I. Opening Statement

The city of Minneapolis Elections Department is soliciting proposals from qualified companies for election equipment and services to conduct municipal elections using the method of Ranked Choice Voting (RCV)[1], also known as Instant Runoff Voting (IRV) or Single Transferable Vote (STV).

In November of 2006 the voters of Minneapolis adopted charter amendment no. 161 calling for the City of Minneapolis to conduct all municipal elections using an RCV system. The city is to begin using the RCV system for the municipal election of November 2009. The City Council has the authority to postpone implementation if necessary.

The city is seeking proposals that will offer practical and cost-effective solutions for the conduct of RCV elections and, toward that end, is presenting this RFP with an opportunity for vendors to propose a variety of options.

II. Background Information

The Minneapolis Elections Department provides election services to a citizen population of approximately 365,000 persons. Dependent upon election type, total votes cast has been between 100,000 and 200,000 votes. We currently operate 131 precincts and hire up to 2000 election judges per election.

The department operates on a four-year election cycle as follows:

Year	Election	Top Race on Ballot
Year One	Municipal Election	Mayor
Year Two	State Election	Governor
Year Three	No regularly scheduled election	NA
Year Four	Federal	President/Vice President

Municipal elections are conducted in accordance with MN statute and rules, city charter and city ordinance. Pertinent charter sections and the city municipal election ordinance are included as Appendix A and Appendix B of this document.

The municipal election is the only election that requires an RCV capable system and will not normally run concurrently with other elections using a standard election system. It is, however, possible that a special election of the city or of another jurisdiction, or a change in the election cycle of another jurisdiction would cause an RCV election to be held concurrently with an election using standard methodology.

Hennepin County and the City of Minneapolis are parties to an agreement (Appendix C) where election equipment is leased to the city by the county for use in all federal, state and local elections. The agreement provides for the city to lease 144 Model 100 Optical Scan Precinct Count Units and 144 AutoMARK units. The M100 and the AutoMARK devices currently in use have not previously been programmed to run an RCV election, nor have they been altered in any way to accommodate their use in an RCV environment.

[1] For purposes of this document, the term “Ranked Choice Voting” (RCV) will be used to indicate the election type.

Because the city is required to conduct all non-municipal elections using the current Hennepin County voting equipment system, proposers are being asked to offer solutions which integrate both election types without alteration of, or impact to, the Hennepin County voting equipment system.

The city will consider purchase, lease or vendor-provided services and will consider any combination of acquisition options presented by the proposers.

III. Scope of Services

The Election Assistance Commission (EAC) has defined an election equipment system as "the total combination of mechanical, electromechanical, and electronic equipment (including the software, firmware, and documentation required to program, control, and support the equipment) that is used to define ballots, cast and count votes, report or display election results, connect the voting system to the voter registration system, and maintain and produce any audit trail information."

The City of Minneapolis has contemplated two voting equipment system options and is requesting proposers to present either option included here, or present an option not previously contemplated.

Option I: Central Count Election Equipment System in Conjunction with Current Precinct Count System

This configuration would use unmodified, county-owned precinct count election equipment system to program the election, read ballots and provide voter error notification in the precinct in conjunction with a separate city-owned central count system to re-scan ballots, run RCV calculations and produce results at an RCV Counting Center.

Central Count Election Equipment System Requirements:

1. Capable of conducting elections according to rules contained in MN statute and rules, city charter and the city municipal election ordinance
2. Designed to standards of the Federal Election Assistance Commission 2005 Voluntary Voting System Guidelines
3. Certifiable by the Federal Election Assistance Commission
4. Certifiable by the State of Minnesota
5. Compliant with MN Statute and rules
6. Capable of reading ballots prepared for the ES&S M100 precinct ballot counter
7. Capable of integrating with existing Assistive Voting Technology (the AutoMARK) or provide an independent AVT solution certifiable by the EAC and the State of MN
8. Capable of operating RCV and standard elections concurrently
9. Allow a minimum of three rankings
10. Capable of performing the following basic functions:
    - read and count ballots
    - create and store a ballot record
    - be programmable to accept write-in data
    - perform vote transfers
    - produce results

Option 2: New Precinct Count Election Equipment System

This configuration would use a new city-owned precinct count election equipment system capable of performing all functions needed to run RCV elections, independent of the county system currently in use.

Precinct Count Election Equipment System Requirements:

1. Capable of conducting elections according to rules contained in MN Statute and rules, city charter and the city municipal election ordinance
2. Designed to standards of the Federal Election Assistance Commission 2005 Voluntary Voting System Guidelines
3. Certifiable by the Federal Election Assistance Commission
4. Certifiable by the State of Minnesota
5. Compliant with MN Statute and rules
6. Capable of integrating with existing Assistive Voting Technology (AVT), the AutoMARK, or provide an independent AVT solution certifiable by the EAC and the State of MN
7. Capable of operating RCV and standard elections concurrently
8. Allow a minimum of three rankings
9. Capable of performing the following basic functions:
   - read ballots (precinct level)
   - provide voter error notification (precinct level)
   - count ballots (precinct level or at a central counting center)
   - create and store a ballot record (precinct level or at a central counting center)
   - be programmable to accept write-in data (central counting center)
   - perform vote transfers (central counting center)
   - produce results (precinct level and at central counting center)

Preference will be given to systems which:

- Operate in conjunction with the existing county election system (specifically in terms of programming the candidate rotation algorithm and reporting results)
- Provide full error notification to voters for overvotes at a single ranking and across multiple rankings, undervotes at a single ranking and across multiple rankings, skipped rankings and repeat rankings
- Offer flexibility of ballot design options

IV. Other Services/Equipment

Dependent upon the type of equipment system proposed by the vendor, ancillary services and supplies should be included in the proposal, including, but not limited to the following:

Core Package Components – Optical scan tabulator, firmware, storage/transport cases, ballot boxes, start-up kits, PCMCIA cards, manuals.

Programming Components and/or Services - Software and firmware required to program ballots and system components, manage system data, manage ballot images, program hardware, report results. Proposers may include options for vendor-provided programming services.

Consumable Supplies - Thermal paper, printer ribbons, fuses, batteries, memory cards, marking pens and other supplies necessary to operate the election equipment system.

Warranty and Maintenance – Warranty package, vendor-supplied maintenance services and/or documentation and training for staff to maintain the system in proper working condition.

Training and Other Services – Project management, pre-election logic and accuracy testing, election day support, training services, storage and transport services.

V. Schedule

RFP release	May 1, 2008
Optional pre-proposal conference	May 9, 2008
Last date for proposers to submit questions	May 23, 2008
Last date for City response to proposer questions	June 6, 2008
Proposals due	August 1, 2008
Estimated selection of Finalists	September 26, 2008
Estimated demonstration period	To begin after selection of finalists and end no later than January 9, 2009
Date of contract approval and execution are dependent upon terms to be negotiated	

VI. Proposal Due Date and Location

RFP submittals are due no later than **4:00 pm on** August 1, 2008 at the following location:

City of Minneapolis Purchasing Department
Proposals for Election Equipment/Services
552 Towle Building
330 Second Avenue South
Minneapolis, MN 55415-2211

Late proposals may not be accepted and the envelope must be marked referencing the project. Contractors must supply five (5) copies of the proposal.

VII. Department Contact / Requests for Clarification

Prospective responders may direct questions in writing to:

Cynthia Reichert, Director of Elections
350 South 5th Street - Room 1B
Minneapolis, MN 55415
cindy.reichert@ci.minneapolis.mn.us
Fax: 612-673-2756

The city will supply proposer questions and city answers to all proposers on file. City responses to questions will also be posted on the city's website at:
http://www.ci.minneapolis.mn.us/procurement/professional-services.asp

VIII. Proposal Format and Submittals

To allow for easier comparison of proposals during evaluation, the proposal format and submittals must be as follows:

A. *Scope of Services* - Describe equipment and service to be provided. Include a detailed listing and description of tasks and deliverables.

B. *Experience and Capacity* - Describe background and experience demonstrating ability to provide required services. Indicate if company expansion is required to provide service.

C. *References* - List references from contracts similar in size and scope.

D. *Personnel Listing* - Show involved individuals with resumes and specific applicable experience. Subcontractors should also be listed, including the identification of any that are certified as owned by women or minority persons.

E. *Cost* - Indicate proposed cost of service including how determined; rates; direct costs and payment billing schedule.

F. *Research and Development* - Identify and describe research and development activities that must be undertaken

G. *Timeline* - Provide a proposed timeline stating the length of time needed for each activity to be performed by the contractor from contract signing to the earliest time the system can be implemented.

IX. Evaluation Process

The Director of Elections will review all properly completed proposals. Recommendations will be made to the City Council for award of the election equipment/services contract. The successful proposer must execute an agreement with the city prior to the delivery of any equipment to the city or performance of any portion of the agreement. The city reserves the right to rescind its award prior to execution by all parties.

Selection of Finalists

All properly submitted proposals will be reviewed and each element of the proposal will be evaluated based upon the proposer's ability to meet the criteria as defined in section III, section IV, and section VIII. Each item will be evaluated and classified into one of the following classifications:

1. Does not Meet Requirements
2. Meets Requirements
3. Value Added - Value added items are those which meet requirements and provide an identifiable benefit beyond that required within the request for proposal.

Following initial evaluation of the proposals, the city may elect to schedule proposers for formal interviews and/or presentations.

Demonstrations

Vendors chosen in the initial selection process will participate in demonstrations. Components of the demonstrations will include, but not be limited to;

- Logic and accuracy testing conducted with test ballots marked according to a script prepared by the proposer and approved by the Elections Director.
- An opportunity for members of the public to inspect and cast ballots for fictional candidates. This portion of the demonstration will provide an opportunity for observation of design and production of the ballot, sample ballot and ballot image; counting, tabulation, transmission, integration and reporting of data and results as specified in this RFP and the referenced appendices; and any other reports requested by the city.
- Ballot formats used in the demonstration shall allow the use of all election types provided for by State Statute, Minneapolis Charter and Municipal Elections Ordinance, including partisan primary elections, partisan general elections and non-partisan RCV elections, in addition to single-seat and multiple-seat RCV races.
- The City may request the proposer to complete any reports requested by the Elections Department.
- During the demonstration period, each proposer must provide all ancillary services, including all necessary delivery, installation, testing, training, logistical support, hardware and software maintenance, delivery and storage services.

Vendors may suggest additional or alternative demonstrations. Following review of the demonstrations, interviews may take place with proposers to address any issues or concerns noted during the demonstrations. The Elections Department reserves the right to request the proposer to submit a written supplement to its original proposal addressing issues and/or questions raised during the demonstrations and/or final interview.

IX. Special Contract Requirements

Subject to contract negotiations. Performance and Payment Bonds provided by an approved surety will be required.

X. Addendums

If any addendums are needed for this Request for Proposal, they will be posted on the City of Minneapolis web site at: www.ci.minneapolis.mn.us/procurement under the link to professional services.

XI. General Conditions for Request For Proposals (RFP)

The General Conditions are terms and conditions that the city expects all of its Contractors to meet. By proposing, the proposer agrees to be bound by these requirements unless otherwise noted in the Proposal. The proposer may suggest alternative language to any section. Some negotiation is possible to accommodate the proposer's suggestions.

1 City's Rights
The city reserves the right to reject any or all proposals or parts of proposals, to accept part or all of proposals on the basis of considerations other than lowest cost, and to create a

project of lesser or greater expense and reimbursement than described in the Request for Proposal, or the respondent's reply based on the component prices submitted.

2 Interest of Members of City

The Contractor agrees that no member of the governing body, officer, employee or agent of the city shall have any interest, financial or otherwise, direct or indirect, in the Contract.

3 Equal Opportunity Statement

Contractor agrees to comply with the provisions of all applicable federal, state and City of Minneapolis statutes, ordinances and regulations pertaining to civil rights and nondiscrimination including, without limitation, Minnesota Statutes, Section 181.59 and Chapter 363A, and Minneapolis Code of Ordinances, Chapter 139, incorporated herein by reference.

4 Non-Discrimination

The Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, sex, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. Such prohibition against discrimination shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

If required by the City, the Contractor shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City, setting forth this nondiscrimination clause. In addition, the Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, religion, ancestry, sex, national origin, affectional preference, disability, age, marital status or status with regard to public assistance or status as disabled veteran or veteran of the Vietnam eras, 1991 Gulf and current Afghanistan and Iraq wars, and comply in all other aspects with the requirements of the Minneapolis Code of Ordinances, Chapter 139.

5 Disability Compliance Requirements

All Contractors hired by the City of Minneapolis are required to abide by the regulations of the U.S. Americans with Disabilities Act of 1990 (ADA) which prohibits discrimination against individuals with disabilities. The Contractor will not discriminate against any employee or applicant for employment because of their disability and will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, discharge, compensation and fringe benefits, classification, referral and training. The ADA also requires Contractors associated with the City to provide qualified applicants and employees with disabilities with reasonable accommodation that does not impose undue hardship. Contractors also agree to post in a conspicuous place, accessible to employees and applicants, notices of their policy on non-discrimination. The above requirements also apply to the Minnesota Human Rights Act, Minnesota Statutes Chapter 363A.

In the event of the Contractor's noncompliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated, or suspended, in whole or part, and the Contractor may be declared ineligible by the Minneapolis City Council from any further

participation in City Contracts in addition to other remedies as provided by law.

6 Insurance

Insurance secured by the Contractor shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the Contract and shall remain continuously in force for the duration of the Contract. The Contractor and its sub-contractors shall secure and maintain the following insurance:

a) Workers Compensation insurance that meets the statutory obligations with Coverage B-Employers Liability limits of at least $100,000 each accident, $500,000 disease - policy limit and $100,000 disease each employee.
b) Commercial General Liability insurance with limits of at least $2,000,000 general aggregate, $2,000,000 products - completed operations $2,000,000 personal and advertising injury, 100,000 each occurrence fire damage and $10,000 medical expense any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an additional insured.
c) Commercial Automobile Liability insurance covering all owned, non-owned and hired automobiles with limits of at least $500,000 per accident.

Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Contractor. Any policy deductibles or retention shall be the responsibility of the Contractor. The Contractor shall control any special or unusual hazards and be responsible for any damages that result from those hazards. The City does not represent that the insurance requirements are sufficient to protect the Contractor's interest or provide adequate coverage. Evidence of coverage is to be provided on a City-approved Insurance Certificate. A thirty (30) day written notice is required if the policy is canceled, not renewed or materially changed. The Contractor shall require any of its subcontractors, if sub-contracting is allowable under this Contract, to comply with these provisions.

7 Hold Harmless

The Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including reasonable attorney's fees, resulting directly or indirectly from any negligent act or omission of the Contractor, its employees, its agents, or employees of subcontractors, in the performance of the work or services provided by or through this Contract or by reason of the failure of the Contractor to fully perform, in any respect, any of its obligations under this Contract. If a Contractor is a self-insured agency of the State of Minnesota, the terms and conditions of Minnesota Statutes, section 3.732 et seq. shall apply with respect to liability bonding, insurance and liability limits. The provisions of Minnesota Statutes, Chapter 466 shall apply to other political subdivisions of the State of Minnesota.

8 Assignment or Transfer of Interest

The Contractor shall not assign any interest in the Contract, and shall not transfer any interest in the same either by assignment or novation without the prior written approval of the City, provided, however, that claims for money due or to income due to the Contractor may be assigned to a bank, trust company or other financial institution, or to a Trustee in Bankruptcy without such approval. Notice to any such assignment or transfer shall be furnished to the City. The Contractor shall not subcontract any services under this Contract without prior written approval of the City Department Contract Manager designated herein.

9 General Compliance

The Contractor agrees to comply with all applicable Federal, State and local laws and regulations governing funds provided under this Contract.

10 Performance Monitoring

The City will monitor the performance of the Contractor against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the Contractor within a reasonable period of time after being notified by the City, Contract termination procedures will be initiated. All work submitted by Contractor shall be subject to the approval and acceptance by the City Department Contract Manager designated herein. The City Department Contract Manager designated herein shall review each portion of the work when certified as complete and submitted by the Contractor and shall inform the Contractor of any apparent deficiencies, defects, or incomplete work, at any stage of the project.

11 Independent Contractor

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent contractor with respect to the work and/or services to be performed under this Contract. Any and all employees of Contractor or other persons engaged in the performance of any work or services required by Contractor under this Contract shall be considered employees or sub-contractors of the Contractor only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services to be rendered or provided herein, shall be the sole obligation and responsibility of Contractor.

12 Accounting Standards

The Contractor agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to properly account for expenses incurred under this Contract.

13 Retention of Records

The Contractor shall retain all records pertinent to expenditures incurred under this Contract for a period of six years after the resolution of all audit findings, with the exception that such records shall be kept for a period of ten years after both the terms of a monitoring agreement have been fulfilled and all audit findings have been resolved for abatement programs. Records for non-expendable property acquired with funds under this Contract shall be retained for six years after final disposition of such property.

14 Data Practices

The Contractor agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. The Contractor must immediately report to the City any requests from third parties for information relating to this Contract. The City agrees to promptly respond to inquiries from the Contractor concerning data requests. The Contractor agrees to hold the City, its officers, and employees harmless from any claims resulting from the Contractor’s unlawful disclosure or use of data protected under state and federal laws.

All Proposals shall be treated as non-public information until the Proposals are opened for review by the City. At that time, the names of the responders become public data. All other data is private or non-public until the City has completed negotiating the Contract with the selected Contractor. At that time, the Proposals and their contents become public data under the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 and as such are open for public review.

15 Inspection of Records
All Contractor records with respect to any matters covered by this Contract shall be made available to the City or its designees at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

16 Living Wage Ordinance
The Contractor may be required to comply with the "Minneapolis Living Wage and Responsible Public Spending Ordinance" Chapter 38 of the City's Code of Ordinances (the "Ordinance") (http://www.ci.minneapolis.mn.us/procurement/Ch38LivingWage.pdf). Unless otherwise exempt from the ordinance as provided in Section 38.40 (c), any City contract for services valued at $100,000 or more or any City financial assistance or subsidy valued at $100,000 or more will be subject to the Ordinance's requirement that the Contractor and its sub-contractors pay their employees a "living wage" as defined and provided for in the Ordinance.

17 Applicable Law
The laws of the State of Minnesota shall govern all interpretations of this Contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of the Contractor.

18 Conflict and Priority
In the event that a conflict is found between provisions in this Contract, the Contractor's Proposal or the City's Request for Proposals, the provisions in the following rank order shall take precedence: 1) Contract; 2) Proposal; and last 3) Request for Proposals (only for Contracts awarded using RFP).

19 Travel
If travel by the Contractor is allowable and approved for this Contract, then Contractor travel expenses must be reimbursed in accordance with the *Contractor Travel Reimbursement Conditions*, available from the City.

20 Billboard Advertising
City Code of Ordinance 109.470, prohibits the use of City and City-derived funds to pay for billboard advertising as a part of a City project or undertaking.

21 Conflict of Interest/Code of Ethics
By signing this Contract, the Contractor agrees that it will not represent any other party or other client which may create a conflict of interest in its representation with the City. If the Contractor is unclear if a conflict of interest exists, the Contractor will immediately contact the City department Contract manager and ask for an interpretation.

Contractor agrees to comply with the City's Code of Ethics, City Code of Ordinances, Chapter 15. Contractor certifies that to the best of its knowledge all City employees and officers participating in this Contract have also complied with that Ordinance. It is agreed by the Parties that any violation of the Code of Ethics constitutes grounds for the City to void this Contract. All questions relative to this section shall be referred to the City and shall be promptly answered.

22 Termination

The City may cancel this Contract for any reason without cause upon thirty (30) days written notice. Both the City and the contractor may terminate this Contract if either party fails to fulfill its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of this Contract. The non-defaulting party shall have the right to terminate this Contract, if the default has not been cured after ten (10) days written notice has been provided. If termination shall be without cause, the City shall pay Contractor all compensation earned to the date of termination. If the termination shall be for breach of this Contract by Contractor, the City shall pay Contractor all compensation earned prior to the date of termination minus any damages and costs incurred by the City as a result of the breach. If the Contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Contractor under this Contract shall, at the option of the City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Contract by the Contractor. The City may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the City is determined. The rights or remedies provided for herein shall not limit the City, in case of any default by the Contractor, from asserting any other right or remedy allowed by law, equity, or by statute.

23 Ownership of Materials

All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials resulting from this Contract shall become the property of the City upon final approval of the final report or upon request by the City at any time before then. The City may use, extend, or enlarge any document produced under this Contract without the consent, permission of, or further compensation to the Contractor.

24 Intellectual Property

Unless the contractor is subject to one or more of the intellectual property provisions in sub-section (a), (b) or (c) below, the City owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in any “Work” created, in progress, produced or completed and paid by this Contract. Work covered includes inventions, improvements, discoveries, databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, or other media.

All Work under this Contract will be the exclusive property of the City and will be surrendered to the City immediately upon completion, expiration, or cancellation of this Contract. The Contractor represents and warrants that the Work does not and will not infringe upon any intellectual property rights of other persons or entities.

(a) For Artwork: The City shall possess and own the Public Artwork to be provided by the Contractor. The Contractor retains all other rights provided through the Copyright Act of 1976, 17 U.S.C. Section 101 et. seq. to the Public Artwork.

Since the artistic designs leading up to and including the final design and dimension of the Public Artwork are unique, the Contractor shall not make any additional, exact duplicate reproductions of the final design and dimension, nor shall the Contractor grant to a third party, the right to replicate the artistic designs and dimensions of the Public Artwork, without the written permission of the City.

The Contractor grants to the City and its successors or assigns, an irrevocable license to make two-dimensional reproductions of the Public Artwork and the final designs to be used in brochures, media, publicity and catalogs or other similar, non-profit publications.

The Public Artwork and designs developed under this contract shall be the exclusive property of the City and will be surrendered to the City upon the completion of the Public Artwork or upon the cancellation, termination or expiration of this Contract.

If the Pubic Artwork prepared under this Contract is work or service provided by the Contractor using a proprietary system for which the Contractor has proprietary rights, then the City will not own or claim the Public Artwork as the City's exclusive property. The Contractor represents and warrants that said work or service does not and will not infringe upon the proprietary or any intellectual property rights of any other persons or entities.

(b) For Licensed Software: Contractor retains ownership, intellectual property rights and title to its software. Contractor also retains proprietary rights to documentation, manuals and related documents associated with its software. Contractor also retains ownership, title and interest in all intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in any "work" created, produced or completed as a result of this Agreement. "Work" shall be limited to inventions, improvements, discoveries, computer programs or specifications developed as a result of the City's receipt of the license key or the access code to, and installation of the software.

All rights of the City to use the software are indicated with particularity in the "License and Maintenance Agreement" between the Contractor and the City, attached hereto and made a part of this Contract. Any additional terms or conditions regarding intellectual property rights, ownership rights confidentiality and indemnification shall be in accordance with the License and Maintenance Agreement.

The City understands and agrees that upon the expiration or termination of this Contract, the Contractor will cancel the license key or access code and the software will be disabled or removed.

Contractor recognizes and agrees that reports, data, diagrams and other results and outcomes from the City's use of the software and the information and data entered into the software by the City is retained by the City as its property.

(c) For specifically commissioned development of intellectual technology: Subject to sub-paragraph (i), "Pre-existing Technology" below, the City will own all right, title and interest in and to any "work" that is specifically commissioned for development under this Contract. Subject to the ownership rights in the preceding sentence and in the pre-existing technology paragraph below, the Contractor will retain property rights to all "know-how", data processing techniques, software documentation, diagrams, specifications, schematics or blueprints developed by the Contractor. The Contractor grants the City a perpetual, non-exclusive, non-transferable license to use any of the foregoing for its internal purposes.

(i) Pre-existing Technology: Each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title, and interest in and to its services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries and inventions including all intellectual property rights thereto, including without limitations any modifications, improvements, or derivative works thereof, created prior to, or independently, during the terms of this Contract. This Contract does not affect the ownership of each party's pre-existing, intellectual property. Each party further acknowledges that is acquire no rights under this Contract to the other party's pre-existing, intellectual property, other than any limited right explicitly granted in this Contract.

(ii) Data-Ownership: The City is the sole owner of all information, data, algorithms, policies or programs used by the Contractor in designing, developing and producing the "Work" that is the subject of this Contract.

(iii) Further Assurances: Each party agrees to cooperate with the other party and take all reasonable actions required to vest and secure in such party all ownership rights, including all intellectual property rights as may be indicated in this Contract.

25 Equal Benefits Ordinance

Minneapolis Code of Ordinances, Section 18.200, relating to equal benefits for domestic partners, applies to each contractor and subcontractor with 21 or more employees that enters into a "contract", as defined by the ordinance that exceeds $100,000. The categories to which the ordinance applies are personal services; the sale or purchase of supplies, materials, equipment or the rental thereof; and the construction, alteration, repair or maintenance of personal property. The categories to which the ordinance does not apply include real property and development contracts.

Please be aware that if a "contract", as defined by the ordinance, initially does not exceed $100,000, but is later modified so the Contract does exceed $100,000, the ordinance will then apply to the Contract. A complete text of the ordinance is available at: http://www.ci.minneapolis.mn.us/procurement/docs/equal_benefits_ordinance.pdf.
It is the Contractor's and subcontractor's responsibility to review and understand the requirements and applicability of this ordinance.

Appendix A Charter Chapter 2
Appendix B Municipal Election Ordinance
Appendix C Hennepin County/City of Minneapolis Voting Equipment Agreement (separate document included as link on city's website at: http://www.ci.minneapolis.mn.us/procurement/professional-services.asp

CHAPTER 2. OFFICERS--ELECTIONS*

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*Special law reference--For special acts relating to the city coordinator and other personnel in the coordinator's department, see Laws 1967, Ch. 189; Laws 1969, Ch. 690.

Section 1. Elective Officers. The elective officers of the City shall be a Mayor, members of the City Council (who shall be known as Council Members) and such members of boards or commissions as elsewhere provided in this Charter. The City Council shall consist of one (1) Council Member from each ward to be elected by the voters of the respective wards. (As amended 6-11-51; 11-5-74; 11-8-83; 84-Or-040, § 1, 3-30-84)

Amendment note--The amendment of June 11, 1951, reduced the number of members of council from 26 to 13 and the term of office from 4 to 2 years. The amendment of November 8, 1983, changed "Alderman" to "Council Member." 84-Or-040 deleted "Comptroller-Treasurer" from the list of elective officers.

Section 2. Council to Appoint City Officers--Terms of Office. Except as in this Charter otherwise specifically provided, all other officers provided for in this Charter or deemed necessary for the proper management of the affairs of the City, shall be appointed by the City Council. The appointment of such officers shall require the affirmative vote of a majority of all members of the City Council. All officers required to be appointed by the City Council shall, unless in this Charter otherwise provided, hold their respective offices for the term of two years from and after the first business day in January of even numbered years, and all officers elected by the people, or appointed by the City Council or otherwise shall continue in office until their successors are elected or appointed and have qualified. Nothing in this Charter contained shall be construed as legislating out of office any elected official of the City of Minneapolis, or any officer appointed by the City Council thereof. (As amended 10-30-70; 12-31-73)

Amendment note--The amendment of October 30, 1970, deleted obsolete language re hold-over officials at the time of adoption of the Charter in 1920; deleted requirements for balloting on council appointment of city officers in view of an attorney general's opinion that such votes be recorded; and corrected superseded reference to four-year terms of aldermen. The amendment of December 31, 1973, changed the term of appointed officers to commence on the first business day in January of even-numbered years in order to coincide with the term of elected officials.

Section 3. Terms of Office of Mayor and Council Members. The terms of office of the Mayor and Council Members shall be for four years commencing on the first business day of January of the year following their election. (As amended 10-30-70; 11-5-74; 11-11-80; 11-8-83; 84-Or-040, § 2, 3-30-84; 11-6-84; 11-2-93; 11-5-96)

Amendment note--The amendment of October 30, 1970, deleted obsolete language re hold-over officials at the time of adoption of the Charter in 1920; deleted requirements for balloting on

council appointment of city officers in view of an attorney general's opinion that such votes be recorded; and corrected superseded reference to 4-year terms of aldermen. The amendment of November 5, 1974, changed the date of commencement of term from the first Monday of July. The amendment of November 11, 1980, instituted a 4-year term for the mayor. The amendment of November 8, 1983, changed "Aldermen" to "Council Members." 84-Or-040 deleted "Comptroller-Treasurer" from the section. The amendment of Nov. 6, 1984, instituted identical terms of four years for both the mayor and council members.

Section 4. Election. A general city election for the election of city officers shall be held biennially on the first Tuesday after the First Monday in November of each odd-numbered year. (As amended 11-7-72; 84-Or-040, § 3, 3-30-84)

Amendment note--By referendum held November 7, 1972, the city voted to adopt the state uniform municipal election day as the first Tuesday after the first Monday in November in odd-numbered years. 84-Or-040 changed the text of the section to reflect the uniform state election day.

Section 4A. Presidential Preference Poll. The City Council may, by ordinance or resolution, establish a presidential preference poll to be conducted at the general City election in the years immediately preceding each presidential election year. The ordinance or resolution shall set forth the procedures applicable to the presidential preference balloting including the requirements for prospective presidential candidates to have their names appear on the ballot. (94-Or-147, § 1, 9-30-94)

Section 5. Candidate Filing. Prior to January 1st of the election year, the City Council shall fix and determine the opening and closing dates for the filing of candidates for office. The time allowed for the filing of candidates for office shall never be less than 15 days (and the closing date of such filing shall never be less than 40 days), before the General Election. (As amended 6-13-55; 3-29-68; 81-Or-145, § 1, 6-12-81; 11-8-83; Charter Amend. No. 161, § 1, ref. of 11-7-06)

Amendment note--The amendment of June 13, 1955, changed the election from Monday to Tuesday. The amendment of March 29, 1968, made the date discretionary with the council. 81-Or-145 reduced the time allowed for filing from 30 to 15 days. The amendment of November 8, 1983, provided for the elimination of the party lever from primary elections. The amendment of November 7, 2006, provided for the elimination of primary elections for city offices, amended filing dates, and allowed for single transferable vote, sometimes known as ranked choice voting or instant runoff voting.

Special law reference--For a special act containing provisions similar to § 5 above, see Laws 1957, Ch. 1, §§ 1, 3, 4.

Section 5A. Conduct of Elections. Notwithstanding the provisions of Minnesota Statutes, Section 205.17, subdivision 2, or any other provision of law and except as otherwise provided in this section, the City General Election for Mayor and City Council shall be conducted in the manner provided by law for elections for nonpartisan offices. All such candidates shall, however, state the name of their political party or political principle, stated in three words or less, on their affidavits of candidacy and affidavits of candidacy for Mayor and City Council shall otherwise

conform with all requirements of the Minnesota general election laws pertaining to affidavits of candidacy for partisan offices. The political party or political principle shall be placed on the General Election ballot with the names of the candidates for such offices. (As amended 6-13-55; 3-29-68; 81-Or-145, § 1, 6-12-81; 11-8-83; Charter Amend. No. 161, § 1, ref. of 11-7-06)

Amendment note--The amendment of November 7, 2006, provided for the elimination of primary elections for city offices, amended filing dates, and allowed for single transferable vote, sometimes known as ranked choice voting or instant runoff voting.

Section 5B. Voting Method. The elected officers shall be elected by the method of Single Transferable Vote, sometimes known as Ranked Choice Voting or Instant Runoff Voting. The City Council shall, by ordinance, establish the ballot format and rules for counting the votes. The method shall be used for the first municipal election after adoption and all subsequent elections unless the City Council certifies, by ordinance, no later than four months prior to the election, that the City will not be ready to implement the method in that election. Such certification must include the reasons why the City is not ready to implement the method. (Charter Amend. No. 161, § 1, ref. of 11-7-06)

Amendment note--The amendment of November 7, 2006, provided for the elimination of primary elections for city offices, amended filing dates, and allowed for single transferable vote, sometimes known as ranked choice voting or instant runoff voting.

Section 6. Election Judges--Council to Fix Compensation. The City Council shall at least 14 days before any special or general City Election appoint such judges of election as may be necessary to constitute a full board for every election precinct, as provided by general laws. The compensation of elections judges shall be forty (40) percent greater than the prevailing minimum wage as defined by state law unless the City Council sets a different rate.

This amendment shall become effective January 1, 2000. (As amended 81-Or-207, § 1, 8-14-81; 99-Or-079, § 1, 7-16-99; Charter Amend. No. 161, § 2, ref. of 11-7-06)

Amendment note--81-Or-207 reduced the time of appointment of judges from 50 to 14 days before the election and added special and primary elections. The amendment of November 7, 2006, provided for the elimination of primary elections for city offices, amended filing dates, and allowed for single transferable vote, sometimes known as ranked choice voting or instant runoff voting.

Section 7. City Council to Designate Election Precincts and Places of Holding Elections. The City Council shall, from time to time as it shall deem necessary, by a resolution adopted at least 90 days previous to the general City election, designate the boundaries of the several election districts of the City, and for that purpose, may divide the several wards into such number of precincts as it may deem necessary; but no election precinct shall cover any territory of more than one (1) ward. The City Council shall also designate the place of holding elections in each precinct. In case the City Council shall neglect or refuse to provide such election precincts and places of holding election as herein provided, and in all cases of special elections, the election precincts and places of holding elections shall continue to be the same as at the general election next preceding said election: Provided, that when it may be necessary to designate any other

place for holding a special election than the place where was held the last general election in any precinct, the City Council may so designate some other place in such precinct for holding said special election. (As amended 6-13-55; 3-29-68; 7-27-72)

Amendment note--The amendment of June 13, 1955, changed the election day from Monday to Tuesday. The amendment of March 29, 1968, provided that the city council would fix dates for the election and the opening and closing dates for candidate filing. The amendment of July 27, 1972, deleted provisions superseded by state law regarding a maximum of 400 voters to a precinct and reference to change of polling place.

Section 8. City Council to Provide Ballots and Ballot Boxes. The City Council shall provide all necessary ballots and ballot boxes to be used for each general and special election held in the City for the election of City officers or for any other City purposes. (Charter Amend. No. 161, § 3, ref. of 11-7-06)

Amendment note--The amendment of November 7, 2006, provided for the elimination of primary elections for city offices, amended filing dates, and allowed for single transferable vote, sometimes known as ranked choice voting or instant runoff voting.

Section 9. Ballot at City Election. The names of all candidates to be voted on at any general City election or special election for City purposes shall be placed on one ballot. Regardless of whether they are contested or uncontested, the offices on the ballot shall be in the following order: Mayor; Council Member; Board of Estimate and Taxation Member; Park and Recreation Commissioner at Large; Park and Recreation Commissioner by District; Library Board Member. (As amended 89-Or-171, § 1, 9-7-89; Charter Amend. No. 161, § 4, ref. of 11-7-06)

Amendment note--89-Or-171, § 1, adopted Sept. 7, 1989, amended the above section by deleting and adding language relative to the content of the ballot and the order of offices on the ballot. The amendment of November 7, 2006, provided for the elimination of primary elections for city offices, amended filing dates, and allowed for single transferable vote, sometimes known as ranked choice voting or instant runoff voting.

Editor's note: For various methods of amending a home rule charter, see amendment procedure note on page 1 of the Charter.

Section 10. Council to Call Special Elections. The City Council may order special elections, when necessary for any purpose, and provide for the holding of the same.

Section 11. City Clerk to Give Notice of Time and Places of Holding Elections. The City Clerk shall give notice of the time and places of holding general city elections, which notice shall be given at least 15 days before the general city election, and unless otherwise specifically provided for in this Charter, the City Clerk shall give 15 days' notice of the time and places of holding special elections. (Charter Amend. No. 161, § 5, ref. of 11-7-06)

Amendment note--The amendment of November 7, 2006, provided for the elimination of primary elections for city offices, amended filing dates, and allowed for single transferable vote, sometimes known as ranked choice voting or instant runoff voting.

Section 12. In Case of Tie Vote. When two or more candidates for any elective city office shall receive an equal number of votes at the general city election or at a special election, the election shall be determined as between those candidates by the casting of lots in the presence of the City Council at such time and in such manner as the City Council shall direct. (As amended 83-Or-139, § 1, 6-10-83; Charter Amend. No. 161, § 6, ref. of 11-7-06)

Amendment note--83-Or-139 amended § 12 to add primary elections and to add provisions concerning a tie between candidates who had sufficient votes to be elected or nominated. The amendment of November 7, 2006, provided for the elimination of primary elections for city offices, amended filing dates, and allowed for single transferable vote, sometimes known as ranked choice voting or instant runoff voting.

Section 13. Filing for Election. All candidates for election at any city election shall file their affidavit for such, election and pay their fee therefor, in the same manner as provided in the general election laws of the State of Minnesota, except only that such filing shall be made with, and such fee paid to the City Clerk instead of the County Auditor, and such filing must be made, and the fee therefor paid, not later than the 40th day preceding the general election. (As amended 84-Or-040, § 4, 3-30-84; Charter Amend. No. 161, § 7, ref. of 11-7-06)

Amendment note--84-Or-040 changed the date of filing from not later than the "20th" to the "30th." The amendment of November 7, 2006, provided for the elimination of primary elections for city offices, amended filing dates, and allowed for single transferable vote, sometimes known as ranked choice voting or instant runoff voting.

State law references: Affidavits of candidacy in primaries, M.S. § 204B.06.

Section 14. Election Returns. The returns of all elections for City officers, charter amendments and other propositions or elections for any other City purpose, shall be made to the City Clerk, and within two (2) weeks after such election, the City Council shall meet and canvass the returns thereof, and declare the results as it appears from such returns, and the City Clerk shall forthwith give notice to the officers elected of their respective elections. (As amended 1-10-75)

Amendment note--The amendment of January 10, 1975, changed from one week to two weeks after an election the time limit for the canvassing board to meet.

Section 15. General Laws to Govern Elections--Exceptions. Notwithstanding the other provisions of this chapter relating to Instant Runoff Voting, all general laws of the State of Minnesota relating to elections and the preliminaries thereto, unless this Charter otherwise specifically provides, shall, so far as applicable, apply and govern all elections under this Charter and the same are hereby adopted and made part of this Charter. (Charter Amend. No. 161, § 8, ref. of 11-7-06)

Amendment note--The amendment of November 7, 2006, provided for the elimination of primary elections for city offices, amended filing dates, and allowed for single transferable vote, sometimes known as ranked choice voting or instant runoff voting.

Special law reference--For a special act providing that city elections shall be governed by general election laws and the Charter, see Laws 1957, Ch. 1, § 5.

State law references: Elections generally, M.S. Ch. 200 et seq.

Section 16. Vacancy in Office of Mayor and Council Members--How Filled. Whenever any vacancy shall occur in the office of Mayor or in the office of any Council Member prior to March 1st of the year of the general City election for the office of Mayor or Council Member, it shall be filled for the unexpired term by a special election ordered by the City Council and held City-wide if the vacancy is in the office of the Mayor or held in the applicable ward if the vacancy is in the office of a Council Member. The special election shall be held within seventy-five (75) days after such vacancy shall occur.

For the purpose of selecting the candidates to be voted on at such special election, the Council shall fix the dates for filing of candidates for such office which shall be for a period of not less than eight (8) days, and the closing date for such filing shall not be less than forty (40) days prior to the date fixed for the special election. All provisions of this Charter pertaining to special elections shall apply to any special election provided for by this section, except as otherwise specifically provided herein.

Until the vacancy in the office of Mayor has been filled by the special election, the then President of the City Council shall take the oath of office of, and become, and shall be styled Acting Mayor for the interim period, and as such shall exercise all the powers and discharge all the duties of Mayor, and while so acting shall be entitled to the salary of Mayor, but such salary shall be in lieu of, and not additional to, the salary as Council Member in [the] event such person shall occupy both offices.

Whenever any vacancy shall occur in the office of Mayor on or after March 1st of the year of the general City election for the office of Mayor, the then President of the City Council shall fill the vacancy for the remainder of the vacated term in the same manner as provided above.

Whenever any vacancy occurs in the office of any Council Member on or after March 1st of the year of the general City election for the office of Council Member, such vacancy shall be filled by the City Council appointing a qualified voter from the ward for which the vacancy exists, to hold office for the remainder of such unexpired term, provided that no such appointment shall be made after the opening date for filing for such position in the next ensuing city general election.

When a vacancy for Council Member exists on or after the first date for filing, the person elected at the general City election, upon certification of the general City election results, shall fill the position for the remainder of the unexpired term. (As amended 6-20-82; 11-4-75; 11-2-76; 83-Or-234, § 2, 9-30-83; 11-8-83; 92-Or-035, § 1, 3-13-92; 95-Or-041, § 1, 3-10-95; Charter Amend. No. 161, § 9, ref. of 11-7-06)

Amendment note--Amendment of June 20, 1932, required the president of the council to take the office of acting mayor when a vacancy occurs in the office of mayor and provided for the filling of vacancy in the office of alderman. The amendment of November 4, 1975, provided that vacancies in the office of alderman occurring within the first fourteen (14) months of the alderman's term of office be filled by special election rather than by appointment. The amendment of November 2, 1976, provided that a vacancy in the office of mayor occurring before March 1st of the year of the city election be filled by a special city-wide election. The

amendment of November 8, 1983, changed "Alderman" to "Council Member." The amendment of November 7, 2006, provided for the elimination of primary elections for city offices, amended filing dates, and allowed for single transferable vote, sometimes known as ranked choice voting or instant runoff voting.

Section 16A. [Special Election Process May Commence Upon Submission of Notice of Resignation by Mayor or Council Member.] When a Council Member or Mayor files with the City Clerk a notice of vacation of office to be effective on a given date in the future, such action shall result in the vacation of that office on that given date. When such a notice of vacation has been filed with the City Clerk, the provisions of this Charter for filling the Council Member or mayoral vacancy may be commenced but the special election shall not be held until the vacancy has occurred. (Added 11-8-77; 11-8-83)

Amendment note--The amendment of November 8, 1983, changed "Alderman" to "Council Member."

Appendix B
Municipal Election Ordinance

By Glidden

Amending Title 8.5 of the Minneapolis Code of Ordinances relating to Elections by adding a new Chapter 167 relating to Municipal Elections; Rules of Conduct.

The City Council of The City of Minneapolis do ordain as follows:

Section 1. That the Minneapolis Code of Ordinances be amended by adding thereto a new Chapter 167 to read as follows:

CHAPTER 167. Municipal Elections; Rules of Conduct

167.10. Applicability. This chapter applies to all municipal elections. All provisions of City Charter and Minnesota Statutes pertaining to elections also apply, to the extent they are not inconsistent with this chapter.

167.20. Definitions. The following words and phrases when used in this chapter shall have the meanings respectively ascribed to them in this section:

Batch elimination means a simultaneous defeat of multiple continuing candidates that have no mathematical chance of being elected.

Continuing candidate means a candidate who has been neither elected nor defeated.

Duplicate ranking occurs when a voter ranks the same candidate at multiple rankings for the office being counted.

Exhausted ballot means a ballot that cannot be transferred to a lower ranked candidate because the next ranking is blank or there is more than one (1) candidate given the next ranking for the office being counted.

Highest continuing ranking means the ranking on a voter's ballot with the lowest numerical value for a continuing candidate.

An *overvote* occurs when a voter ranks more than one (1) candidate at the same ranking.

Partially defective ballot means a ballot that is defective to the extent that the election judges are unable to determine the voter's intent with respect to the office being counted.

Ranked-choice voting means an election method in which voters rank candidates for an office in order of their preference and the ballots are counted in rounds that, in the case of a single-seat election, simulate a series of runoffs until one (1) candidate meets the threshold, or until two (2) candidates remain and the candidate with the greatest number of votes is declared elected. In the case of multiple-seat elections, a winning threshold is calculated, and votes, or fractions thereof, are distributed to candidates according to the preferences marked on each ballot as described in section 167.7 of this ordinance.

Ranked-choice voting tabulation center means the place selected for the automatic or manual processing and tabulation of ballots and/or votes.

Ranking means the number assigned by a voter to a candidate to express the voter's preference for that candidate. Ranking number one (1) is the highest ranking. A ranking of lower numerical value indicates a greater preference for a candidate than a ranking of higher numerical value.

Round means an instance of the sequence of voting tabulation steps established in sections 167.60 and 167.70 of this chapter.

Skipped ranking occurs when a voter leaves a ranking blank and ranks a candidate at a subsequent ranking.

Surplus means the total number of votes cast for an elected candidate in excess of the threshold.

Surplus fraction of a vote means the surplus divided by the total votes cast for the elected candidate, calculated to four (4) decimal places. Surplus fraction of a vote = (Surplus)/(Total votes cast for elected candidate).

Threshold means the number of votes sufficient for a candidate to be elected. In any given election, the threshold equals the total votes counted in the first round after removing partially defective ballots, divided by the sum of one (1) plus the number of offices to be filled and adding one (1) to the quotient, disregarding any fractions. Threshold = (Total votes cast)/(Seats to be elected + 1) +1.

Transfer value means the fraction of a vote that a transferred ballot will contribute to the next ranked continuing candidate on that ballot. The transfer value of a vote cast for an elected candidate is calculated by multiplying the surplus fraction of each vote by its current value. The transfer value of a vote cast for a defeated candidate is the same as its current value.

Transferable vote means a vote or a fraction of a vote for a candidate who has been either elected or defeated.

Totally defective ballot means a ballot that is defective to the extent that the election judges are unable to determine the voter's intent for any office on the ballot.

An *undervote* occurs when a voter does not rank any candidates for an office.

167.30. Ballots. (a) *Ballot format*.

(1) When there are three (3) or more qualified candidates, a ballot must allow a voter to rank at least three (3) candidates for each office in order of preference and must also allow the voter to add write-in candidates.

(2) A ballot must include instructions to voters that clearly indicates how to mark the ballot so as to be read by the Election Judges conducting the count, or if voting equipment is to be used, so as to be read by the voting equipment used to tabulate results.

(3) A ballot must include instructions to voters that clearly indicate how to rank candidates in order of the voter's preference.

(4) A ballot must indicate the number of seats to be elected for each office.

(5) A ballot which allows voters to indicate the order of their preference by marking multiple positions for each candidate must include instructions indicating the ranking of each position.

(b) *Mixed-election method ballots.* If elections are held in which ranked-choice voting is used in addition to other methods of voting, the ranked-choice voting and non-ranked-choice voting elections must be on the same ballot card if possible, with ranked-choice voting and non-ranked-choice voting portions clearly separated on the ballot card. If placement of all offices to be elected cannot be placed on a single ballot card, a separate ballot card may be used for those offices to be elected using ranked-choice voting . The City may deviate from the standard ballot order of offices to allow separation of ranked-choice voting and non-ranked-choice voting elections.

(c) *Ballot format rules* The chief election official shall establish administrative rules for ballot format after a voting mechanism has been selected. All rules shall be adopted in accordance with this section.

167.40. Ranked-Choice Voting Tabulation Center. The chief election official shall designate one (1) location to serve as the ranked-choice voting tabulation center. The center must be accessible to the public for the purpose of observing the vote tabulation. Tabulation of votes must be conducted as described in sections 167.60 and 167.70 of this chapter.

167.50. Tabulation of Votes; In General. (a) *Precinct tabulation*. When the hours for voting have ended and all voting has concluded, the election judges in each precinct shall record and publicly declare the number of votes at each ranking on the ballot. The election judges must then securely transfer all electronic voting data and ballots from the precinct to the ranked-choice voting tabulation center designated pursuant to section 167.40 of this chapter. Upon receipt at the ranked-choice voting tabulation center, all electronic voting data and ballots shall be secured.

(b) *Notice of recess in count*. At any time following receipt of materials per 167.50(a) the chief election official may declare a recess. Notice of such recess must include the date, time and location at which the process of recording and tabulating votes will resume and the reason for the recess. Notice shall be posted on the city's official bulletin board and on the door of the ranked-choice voting counting center.

(c) *Recording write-in votes.* At a time set by the Chief Election Official, the Judges of the Election shall convene at the ranked-choice voting tabulation center to examine ballots on which voters have indicated a write-in choice, and record the names and number of votes received by each write-in candidate. In the event that votes cast for the write-in category are not eliminated as provided in section 167.60 (c), or 167.70 (c), the results must be entered into the ranked-choice voting tabulation software.

(d) *Ranked-choice vote tabulation.* After all votes for all candidates have been recorded and at a time set by the chief election official, the process of tabulating votes cast for offices to be elected using the ranked-choice method shall begin. The counting shall continue until preliminary results for all races are determined, subject to provisions contained in 167.50(b).

167.60. Tabulation of Votes; Single-Seat Elections. (a) *Applicability*. This section applies to a ranked-choice voting election in which one (1) seat in an office is to be filled from a single set of candidates on the ballot. The method of tabulating ranked-choice votes for single-seat elections as described in this section must be known as the "single-seat single transferable vote" method of tabulation.

(1) Tabulation of votes at the ranked-choice voting tabulation center must proceed in rounds for each office to be counted. First the threshold must be calculated and publicly declared. After calculation of the threshold, each round must proceed sequentially as follows:

a. The number of votes cast for each candidate, as indicated by the highest continuing ranking on each ballot, must be counted. If a candidate's vote total is equal to or greater than the threshold, the tabulation is complete. If no candidate's vote total is equal to or greater than the threshold, the tabulation must continue as described in clause "b".

b. Candidates appearing on the ballot who do not receive any valid rankings are defeated immediately, before any transfers.

c. All candidates are defeated whose vote total, plus all potentially transferable votes from candidates with fewer votes, is less than the vote total of the candidate with the next higher number of votes, such that it is mathematically impossible for that candidate to be elected. All candidates for whom it is mathematically impossible to be elected must be considered defeated simultaneously. Votes for the defeated candidates must be transferred to each ballot's next-ranked continuing candidate.

d. The candidate with the fewest votes is defeated. Votes for the defeated candidate must be transferred to each ballot's next-ranked continuing candidate. Ties between candidates with the fewest votes must immediately and publicly be decided by lot by the chief election official at the tabulation center. The candidate chosen by lot must be defeated. The result of the tie resolution must be recorded and reused in the event of a recount.

e. The procedures in clauses "a" to "d" must be repeated until one (1) candidate reaches the threshold, or until only two (2) continuing candidates remain. If only two (2) candidates remain, the candidate with the most votes must be elected. In the case of a tie between two (2) continuing candidates, the tie must be decided by lot as provided in Minneapolis Charter Chapter 2, Section 12. The result of the tie resolution must be recorded and reused in the event of a recount.

(2) When a single skipped ranking is encountered on a ballot, that ballot shall count towards the next non-skipped ranking. If any ballot cannot be advanced because no further continuing candidates are ranked on that ballot, or because a voter has skipped more than one (1) ranking or has ranked the same candidate in two (2) or more rankings, that ballot shall immediately be declared “exhausted”. Any ballot that has been declared an undervote, overvote, or exhausted must not count towards any candidate in that round or in subsequent rounds.

167.70. Tabulation of Votes, Multiple-Seat Elections. (a) *Applicability*. This section applies to a ranked-choice voting election in which more than one (1) seat in office is to be filled from a single set of candidates on the ballot. The method of tabulating ranked-choice votes for multiple-seat elections as described in this section must be known as the "multiple-seat single transferable vote" method of tabulation.

(1) Tabulation of votes at the ranked-choice voting tabulation center must proceed in rounds for each office to be counted. First the threshold must

be calculated and publicly declared. After calculation of the threshold, each round must proceed sequentially as follows:

a. The number of votes cast for each candidate, as indicated by the highest ranked continuing candidate on each ballot, must be counted. If the number of candidates whose vote totals equal or exceed the threshold is equal to the number of seats to be filled, the tabulation is complete. If the number of candidates whose vote total is equal to or greater than the threshold is not equal to the number of seats to be filled, the tabulation must continue as described in clause “b”.

b. Surplus votes for any candidates whose vote total is equal to or greater than the threshold must be calculated.

c. Candidates appearing on the ballot who do not receive any valid rankings are defeated immediately, before any transfers.

d. After any surplus votes are calculated but not yet transferred, a candidate is defeated whose vote total, plus all potentially transferable votes from elected candidates and candidates with fewer votes, is less than the vote total of the candidate with the next higher number of votes, such that it is mathematically impossible for that candidate to be elected. All candidates for whom it is mathematically impossible to be elected must be defeated simultaneously. Votes for the defeated candidates must be transferred to each ballot’s next-ranked continuing candidate.

e. The transfer value of each vote cast for an elected candidate must be transferred to the next continuing candidate on that ballot. If two (2) or more candidates have vote totals that equal or exceed the threshold, the votes for the candidate with the largest surplus will be transferred first with subsequent transfers proceeding in descending order of surplus size. A tie between two (2) or more candidates must immediately and publicly be resolved by lot by the chief election official at the tabulation center. The surplus of the candidate chosen by lot must be transferred before other transfers are made. The result of the tie resolution must be recorded and reused in the event of a recount.

f. If there are no transferable surplus votes, the candidate with the fewest votes is defeated. Votes for a defeated candidate are transferred at their transfer value to each ballot's next-ranked continuing candidate. Ties between candidates with the fewest votes must be decided by lot, and the candidate chosen by lot must be defeated. The result of the tie resolution must be recorded and reused in the event of a recount.

g. The procedures in clauses "a" to "f" must be repeated until the number of candidates whose vote totals equal or exceed the threshold is equal to the number of seats to be filled, or until the number of continuing candidates is equal to the number of offices yet to be elected. If the number of continuing candidates is equal to the number of offices yet to be elected, the remaining continuing candidate must be declared elected. In the case of a tie between two (2) continuing candidates, the tie must be decided by lot as provided in Minneapolis Charter Chapter 2, Section 12, and the candidate chosen by lot must be defeated. The result of the tie resolution must be recorded and repeated in the event of a recount.

(2) When a single skipped ranking is encountered on a ballot, that ballot shall count towards the next non-skipped ranking. If any ballot cannot be advanced because no further continuing candidates are ranked on that ballot, or because a voter has skipped more than one (1) ranking or has ranked the same candidate in two (2) or more rankings, that ballot shall immediately be declared “exhausted”. Any ballot that has been declared an undervote, overvote, or exhausted must remain so and shall not count towards any candidate in that round or in subsequent rounds.

167.80. Reporting Results. (a) *Precinct summary statement*. Each precinct must print a precinct summary statement, which must minimally include the number of votes in the first ranking for each candidate.

(b) *Ranked-choice voting tabulation center summary statement.* The ranked-choice voting tabulation center must print a summary statement, which must include the following information: total votes cast; number of undervotes; number of totally defective and spoiled ballots; threshold calculation; total first choice rankings for all candidates; round-by-round tabulation results, including simultaneous batch eliminations, surplus transfers, and defeated candidate transfers; and exhausted ballots at each round.

(c) *Election abstract*. The election abstract must include the information required in the ranked-choice voting tabulation center summary statement, with the addition of the number of registered voters by precinct, the number of same day voter registrations, and the number of absentee voters.

167.90. Recounts. (a) *Required recounts.* A candidate defeated in the final round of tabulation may request a recount of the votes cast for the nomination or election to that office if the difference between the vote cast for that candidate and for a winning candidate is less than one-half (1/2) of one (1) percent of the total votes counted for that office. In case of offices where two (2) or more seats are being filled from among all the candidates for the office, the one-half (1/2) of one (1) percent difference is between the elected candidate with the fewest votes and the candidate with the most votes from among the candidates who were not elected.

(1) Candidates shall file a written request for the recount with the city clerk. All requests shall be filed during the time for notice of contest of the election for which a recount is sought.

(2) Upon receipt of a request made pursuant to this section, the city shall recount the votes for a municipal office at the expense of the city.

(b) *Discretionary candidate recounts*. Candidates defeated in the final round of tabulation when the vote difference is greater than the difference required by section 167.90(a), and candidates defeated in an earlier round of counting, may request a recount in the manner provided in this section at the candidate's own expense.

(1) The votes shall be recounted as provided in this section if the requesting candidate files with the city clerk a bond, cash, or surety in an amount set by the city for payment of the recount expenses.

(c) *Notice of contest.* Time for notice of contest of election to a municipal office which is recounted pursuant to this section shall begin to run upon certification of the results by the governing body of the municipality.

(d) *Scope of recount.* A recount conducted as provided in this section is limited in scope to the determination of the number of votes validly cast for the office to be recounted. Only the ballots cast in the election and summary statements certified by the election judges may be considered in the recount process.

167.100. Manual Count Procedures. The chief election official shall establish administrative procedures for conduct of a manual count in accordance with rules for counting the votes contained in sections 167.60 and 167.70 of this ordinance.

167.110. Electronic Voting Systems. All provisions of Minnesota Statutes pertaining to electronic voting equipment systems apply, to the extent they are not inconsistent with this chapter. Any voting equipment system used to conduct an election under this section must be authorized for use by the County Auditor pursuant to MN Statute section 206.58.

167.120. Testing of Voting Systems. The chief election official shall have the voting system tested to ascertain that the system will correctly mark ballots using all methods supported by the system, and count the votes cast for all candidates and on all questions per MN Statute Section 206.83. In addition to all requirements of MN Statute Section 206.83, the equipment must be tested to ensure that each ranking for each candidate is recorded properly, and must be tested to ensure the accuracy of software used to perform vote transfers and produce results.

167.130. Post-election Review of Voting System; Ranked-Choice Voting Elections. (a) *Selection of test date; notice.* Thirty (30) days before a ranked-choice election that will be conducted using electronic voting equipment to tabulate results, the

chief election official must set the date, time, and place for conduct of a post-election review, and must also set the date, time and place for the random selection of contests to be reviewed.

(b) *Scope and conduct of test.* The post-election review must be conducted, in public, of a sample of votes cast for at least one (1) single-seat ranked-choice voting election for city council, if applicable, and at least one (1) multiple-seat ranked-choice voting election for either park board or board of estimate and taxation, if applicable. At least one (1) precinct selected in each review must have had at least 1,500 votes cast in the election.

(c) *Single seat test.* No later than two (2) days following completion of the vote tabulation, the chief election official shall select two (2) precincts by lot. Using the actual ballots cast in the two (2) precincts selected, the judges of the election shall conduct a manual count of votes cast for the office of council member using procedures called for in section 167.100 of this ordinance and accompanying rules. The judges shall make a record of the votes cast and vote transfers made. Upon determining the outcome of the manual count, the judges shall perform a second test with the same ballots where votes cast are read and counted by the same voting equipment used in the precincts on election day, and shall determine the outcome of the count using the same software used to perform vote transfers at the ranked-choice counting center.

(d) *Multiple seat test*. No later than 2 days following completion of the vote tabulation, the chief election official shall select, by lot, two (2) precincts in a single ward. Using the actual ballots cast in the two (2) precincts selected, the judges of the election shall conduct a manual count of votes cast for a multiple seat office appearing on the ballot, also to be determined by lot. Using procedures called for in section 167.100 of this ordinance and accompanying rules, the judges shall count the votes cast and perform vote transfers. Upon determining the outcome of the manual count, the judges shall perform a second test with the same ballots where votes cast are read and counted by the same voting equipment used in the precincts on election day, and shall determine the outcome of the count using the same software used to perform vote transfers at the ranked-choice counting center.

(e) *Standard of acceptable performance by voting system*. A comparison of the results compiled by the voting system with the results compiled by the judges of election performing the manual count must show that the results of the electronic voting system differed by no more than one-half (1/2) of one (1) percent from the manual count of the sample tested. Valid votes that have been marked by the voter outside the vote targets or using a manual marking device that cannot be read by the voting system must not be included in making the determination whether the voting system has met the standard of acceptable performance.

(f) *Additional Review*. If the post-election review reveals a difference greater than one-half (1/2) of one (1) percent, in one (1) precinct, the post-election review official must, within two (2) days, conduct an additional review of two (2) more precincts

in the same jurisdiction where the discrepancy was discovered. The chief election official must immediately publicly select by lot additional precincts for review. The additional review must be completed within two (2) days after the precincts are selected and the results immediately reported to the county auditor. If the second review also indicates a difference in the vote totals compiled by the voting system that is greater than one-half (1/2) of one (1) percent, in one (1) precinct, from the result indicated by the post-election review, the chief election official must conduct a review of the ballots from all the remaining precincts in the contest being reviewed. This review must be completed no later than two (2) weeks after the election.

g) *Report of results.* Upon completion of the post-election review, the chief election official must immediately report the results to the county auditor and be made public.

(h) *Update of vote totals*. If the post-election review under this section results in a change in the number of votes counted for any candidate, the revised vote totals must be incorporated in the official result from those precincts.

(i) *Effect on voting systems.* If a voting system is found to have failed to record votes accurately and in the manner provided by this chapter, the voting system may not be used at another election until it has been approved for use by the county auditor, pursuant to MN Statute section 206.58. In addition, the county auditor may order the city to conduct a manual recount of all votes cast in the election.

(j) *Penalties to voting equipment system vendor.* If the voting system failure is attributable to either its design or to actions of the vendor, the vendor is liable for the cost of a manual recount ordered per section 167.130 (g) and is liable for additional penalties imposed per agreement between the city and the vendor.