

ORDER: APPROVE ELECTION SYSTEMS & SOFTWARE AS A SOLE SOURCE VENDOR. NO OTHER VENDOR IN THE MARKETPLACE TODAY IS AUTHORIZED TO LICENSE OR PROVIDE MAINTENANCE AND SUPPORT SERVICES FOR THE ES&S SOFTWARE

Motion was made by Scott Allen, duly seconded by Greg Bynum, to approve Election Systems & Software as sole source vendor. No other vendor in the marketplace today is authorize to license or provide maintenance and support services for the ES&S Software.

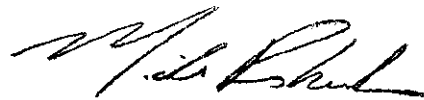
The vote on the motion was as follows:

Supervisor Brent Larson, voted yes
Supervisor John Morgan, voted yes
Supervisor Tim Gordon, voted yes
Supervisor Scott Allen, voted yes
Supervisor Greg Bynum, voted yes

After the vote, President Larson, declared the motion carried, this the 15th day of September, 2025.



**Brent Larson, President
Board of Supervisors**



Mike Roberts, Chancery Clerk



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www.esandsoftware.com

September 3, 2025

Mr. Jeff Busby
Lafayette County Circuit Clerk
1 Courthouse Square, Suite 101
Oxford, MS 38655

RE: Election Systems & Software, LLC ("ES&S") Equipment and Software; ES&S's Proprietary DS300, DS450, and ExpressVote

Dear Mr. Busby:

This letter is in response to the Lafayette County, Mississippi ("County") request for information regarding ES&S' proprietary election equipment and proprietary election software. This letter provides the County with information on ES&S' proprietary Model DS300® precinct count scanner, DS450® scanner, and ExpressVote Ballot Marking Device (the "ES&S Equipment") as well as ES&S' proprietary Software and ES&S Equipment firmware (collectively the "ES&S Software").

Please be advised that ES&S owns all patents, copyrights and trademarks ("Intellectual Property") associated with the ES&S Equipment. As such, ES&S is the sole and exclusive developer and manufacturer of the ES&S Equipment and only ES&S may sell the ES&S Equipment in the marketplace. Further, certain component parts of the ES&S Equipment are proprietary to ES&S and may only be obtained directly from ES&S. As certain component (maintenance) parts of the ES&S Equipment may only be obtained directly from ES&S, only ES&S and ES&S trained technicians can ensure that such ES&S proprietary component parts are installed in the ES&S Equipment. This is important to note as all ES&S Equipment certified both at the federal and State level require the replacement of the same certified component parts which were included in the ES&S Equipment at the time such ES&S Equipment was certified. By purchasing the ES&S Equipment from ES&S as well as utilizing ES&S for the performance of preventative and repair maintenance and support services, the County will be assured that all component parts installed in the ES&S Equipment will be in compliance with both the federal and state certified equipment configuration.

With respect to the ES&S Software, please be advised that ES&S is the sole and exclusive developer and licensor of the ES&S Software. As such, ES&S owns all Intellectual Property in its proprietary ES&S Software. Further, only ES&S can provide help desk support services for the ES&S Software as well as provide any

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and all upgrades, enhancements, maintenance patches and other changes to the ES&S Software as may be required by ES&S or its customers. No other vendor in the marketplace today is authorized to license or provide maintenance and support services for the ES&S Software.

Please let me know if you have any questions or need any additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric A. Anderson". The signature is fluid and cursive, with a prominent initial "E" and "A".

Eric A. Anderson
General Counsel

cc: Bill Lowe, ES&S



TESTED. PROVEN. TRUSTED.

Lafayette County	Quote Date:	8/27/2025
Purchase Proposal Quote	Quote Valid Through:	9/26/2025
Submitted by Election Systems & Software		

Purchase Solution Includes:

Quantity	Item Description	Unit Price	Extended Price
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Tabulation Hardware

DS300 Poll Place Scanner and Tabulator:

45	DS300 (Includes Internal Backup Battery, Paper Roll and One (1) Standard 4GB Memory Device)	\$5,995.00	\$269,775.00
45	Power Supply and AC Cord (Required when purchasing a DS300 with a Plastic Ballot Box with Removable Carrying Case or WITHOUT a Ballot Box)	\$95.00	\$4,275.00

Third Party Products:

1	EMS 3rd Party Hardware	\$1,966.00	\$1,966.00
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Services

1	Implementation Services	\$2,250.00	\$2,250.00
X	Tabulation Software Training		
X	Tabulation Equipment Installation		\$10,950.00
X	1 Year Hardware and Software Warranty		Included
X	Estimated Shipping and Handling		\$1,840.00
X	Customer Discount		(\$10,275.00)
X	Trade-In Allowance, Equipment Being Traded-In by Customer Includes 44-DS200 Scanner		(\$9,605.00)

Total Purchase Solution

\$268,981.00

Payment Terms

Amount due within thirty (30) calendar days of contract execution:	\$134,490.50
Amount due within thirty (30) calendar days of delivery of hardware and/or software:	\$134,490.50

Annual Post-Warranty License and Maintenance and Support Fees

(Fees are Based Upon a 1-Year Customer Commitment to Subscribe to the Following Services)

Annual Post-Warranty Hardware Maintenance and Support Fees:

45	HMA DS300 - Extended Warranty with Annual Maintenance	\$250.00	\$11,250.00
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Annual Post-Warranty Firmware License and Maintenance and Support Fees:

45	Firmware License - DS300	\$115.00	\$5,175.00
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Total Annual Post-Warranty License and Maintenance and Support Fees

\$16,425.00

Footnotes:

- This quote is an estimate and is subject to final review and approval by both ES&S and the Customer.
- Any applicable (City & State) sales taxes have not been included in pricing and are the responsibility of the customer.
- Subject to state, municipal, jurisdictional, provincial or territory laws to the contrary, the above pricing information is confidential, proprietary and trade secret information of ES&S and is intended only for the use of the individual or entity to which the document is directed to. This information may not be disclosed or reproduced either publicly or to any other individual or entity without the prior written authorization of ES&S.
- The quantity of service days reflects a reasonable estimate for implementation and selected ongoing election services. Quantities may change depending on specific Customer needs.
- ES&S will coordinate the pickup and transportation of the trade-in equipment from Customer's site on a date to be mutually agreed upon by the parties. Customer is responsible for preparing, packaging and palletizing the trade-in equipment for shipment.