

ADDENDUM #2 (DATED 04/09/19): SEE SECTION 2.3.3

Addendum #1 (Dated 04/04/19): See Sections 1.2, 2.0, 2.2, 5.7, 5.7.1, 5.7.3.



NOTICE OF SOLICITATION

SERIAL 190265- RFP

REQUEST FOR PROPOSAL FOR: ELECTIONS TABULATION SYSTEM

Notice is hereby given that Maricopa County is conducting this request for proposals, electronically through an outside agent, BidSync.com, until **2:00 P.M. Phoenix Time (M.S.T.) on April 30, 2019** for **SERIAL#190265-REQUEST FOR PROPOSALS FOR ELECTIONS TABULATION SYSTEM** for Maricopa County.

To participate in this bidding process, vendors shall register through BidSync.com. To register with BidSync, please go to (www.BidSync.com) and click on the orange 'Register' link. Registration has no cost, and will allow you to access all of the bid information, bid documents, receive bid notifications, and submit a response. **ONLY RESPONSES THAT ARE SUBMITTED THROUGH BIDSYNC.COM WILL BE CONSIDERED FOR AWARD.**

For assistance, please contact BidSync Vendor Support Department via phone or email, during regular business hours: 1-800-990-9339 or (support@BidSync.com).

All responses shall be submitted **electronically** to BidSync.com prior to the bid closing. The bid will be listed under **"1900265-RFP REQUEST FOR PROPOSAL FOR ELECTIONS TABULATION SYSTEM"**.

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by reference. Any protest concerning this Request for Proposal must be filed with the Procurement Officer in accordance with Section MC1-905 of the Code.

ALL ADMINISTRATIVE INFORMATION CONCERNING THIS REQUEST FOR PROPOSAL CAN BE LOCATED AT (<https://www.maricopa.gov/DocumentCenter/View/6453>).

ANY ADDENDA TO THIS REQUEST FOR PROPOSAL WILL BE POSTED ON THE MARICOPA COUNTY OFFICE OF PROCUREMENT SERVICES WEB SITE UNDER THE SOLICITATION SERIAL NUMBER. THIS INFORMATION WILL ALSO BE POSTED ONLINE AT (WWW.BIDSYNC.COM).

FAILURE TO REVIEW ANY ADDENDA DOES NOT NEGATE YOUR INITIAL OFFER AND HOLDS THE RESPONDENT RESPONSIBLE FOR ANY CHANGES PRIOR TO BID CLOSING.

DIRECT ALL INQUIRIES TO:
CORY SLAMA
PURCHASING MANAGER
TELEPHONE: (602) 506-2248
EMAIL: CORY.SLAMA@maricopa.gov

THERE WILL BE A MANDATORY PRE-PROPOSAL CONFERENCE ON APRIL 8, 2019 AT 9:30 A.M. M.S.T., AT THE MARICOPA COUNTY RECORDERS OFFICE MCTEC FACILITY, 510 S. 3RD AVENUE, PHOENIX, ARIZONA 85003.

NOTE: MARICOPA COUNTY PUBLISHES ITS SOLICITATIONS ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS:

<https://www.maricopa.gov/2191/Open-Solicitations>

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REQUEST FOR PROPOSAL FOR: ELECTIONS TABULATION SYSTEM**1.0 INTENT:****1.1 Background**

For the recent 2018 election cycle, Maricopa County Elections Department (County) utilized a hybrid approach for in-person voting and it will maintain this model for the 2020 election cycle. For context, that process was as follows:

For **in-person Early Voting** (beginning at twenty seven (27) days prior to an election), Maricopa County established forty (40) “vote anywhere” Vote Center locations and utilized its ballot print vendor’s “Ballot-on-Demand” (BOD) equipment to allow for any and all ballot styles to be made available to the voter. For this Early Voting process, Maricopa County used a central count method where the voter sealed their voted ballot in an Affidavit Envelope that had their specific voter information printed on the outside of the envelope. The envelopes were transported back to our ‘Maricopa County Tabulation & Election Center’ (MCTEC) for processing through central count tabulators. As far as a tabulation system goes, the only on-site tabulation related equipment provided for Early Voting were the accessible devices required by the Help America Vote Act (HAVA).

For **in-person Election Day Voting**, the forty (40) “vote anywhere” Vote Centers remained open and were assigned a single precinct to each of those sites. They served as both a precinct assigned location for specific voters and also a “vote anywhere” Vote Center for all other voters. This required a precinct based tabulator to be deployed to those forty (40) Vote Centers but, only for Election Day. For all other voters not within an assigned precinct, they went to one of these Vote Centers on Election Day. At these Vote Centers, Maricopa County continued the central count method where the voter sealed their voted ballot in an Affidavit Envelope that was transported back to our facility on Election Night. Additionally, Maricopa County also offered the traditional precinct based polling place where voters from a specific precinct were assigned to a polling location. For the seven hundred forty three (743) precincts in Maricopa County that contain voters, several of these were consolidated for a grand total of five hundred three (503) physical locations for in-person voting on Election Day. The hybrid approach for Election Day meant that of the five hundred three (503) locations, forty (40) were Vote Centers and remaining four hundred sixty three (463) were set as traditional assigned precinct based polling locations with pre-printed ballots and precinct based tabulators.

1.2 Goal

Based on the proposals received through this solicitation, it is Maricopa County’s intent to lease or rent a voting system that is federally certified and approved for use through the U.S. Election Assistance Commission (EAC). The County will only consider proposals associated with voting systems approved by the EAC under the VVSG 1.0 Standards or greater. These standards are hereby incorporated, by reference, to the scope of work for this RFP.

The successful proposer shall replace the current tabulation system/Election Management System (EMS) and continue the hybrid approach of offering precinct based tabulators along with central count tabulators for early voting returns. In addition, at all in-person sites (early or Election Day), a HAVA compliant accessible marking or voting device is required.

A full complement of equipment to meet the goal outlined above shall be comprised of five hundred fifty three (553) precinct based tabulators (503 locations + 10% backup) and central count equipment to accommodate for tabulation of over 1.5 million vote-by-mail (early) ballots in a given election as further outlined in the minimum qualifications, Section 2.0.

Arizona Secretary of State (SOS) Certification of the tabulation system is also required. If such certification has not yet been acquired, a one (1) election cycle allowance will be granted to permit for “piloting” of new equipment by the County. The County will consider this allowance if the Proposer does not yet have SOS certification but, the Proposer must outline in its proposal, and accept as part of a final contract, that they will apply for SOS certification before the “**SOS** pilot” allowance timeframe expires. If SOS Certification is not sought or issued **by the SOS** for any reason, **the County will terminate the contract, and** the Proposer ~~will~~**shall have no recourse. hold the County harmless.** For

any contractual obligations that may have already been entered into, those obligations will be considered null and void and permit the County to cancel the contract with no penalty.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Section 3.17 and 3.18 below)

2.0 SCOPE OF WORK:

All descriptions stated in Section 1.0 above are to be considered inclusive to this Scope of Work.

Pilot Deployment

The County intends to **award a contract** ~~enter an agreement that allows~~ for a “pilot” or partial voting system deployment to be in place and ready for use on or before July 8, 2019. The voting system will be used in a local election occurring on November 5, 2019. **This “pilot,” or partial deployment, will only require precinct based equipment for no more than four (4) locations and central count tabulators to accommodate no more than 50,000 returned early ballots.**

In order to meet the “ready for use” July 8, 2019 date, the limited set of equipment must be delivered for acceptance testing and setup no later than June 17, 2019. Equipment must be delivered to the County MCTEC facility warehouse, located at 315 W BUCHANAN PHOENIX, AZ 85003.

All proposals must include a quote for the cost of this “pilot” program that will allow the County and the voters to use the proposed voting system in this reduced equipment environment. Proposers must be able to provide complete, fully functioning voting systems and all necessary equipment, software and related technology to accommodate these locations, as well as early ballot returns, along with technical support for this “pilot” deployment. Assessment of the “pilot” program shall be considered in the evaluation to determine whether or not a final agreement will be entered into.

Final Deployment

With a successful “pilot” deployment, the County **reserves the option to direct the successful proposer to provide** ~~anticipates it would consider entering into a final agreement as early as November 8, 2019. This agreement would request~~ the full scope of equipment as recommended by the Proposer and agreed upon by the County that meets the minimum qualifications noted below to accommodate the equipment quantities noted in Section 1.0 above. The Election Management System (EMS) software would already be in place from the “pilot” program, so upon awarding the final agreement, the balance of the hardware and equipment must begin to be provided so that it is received no later than January 10, 2020 in order to begin acceptance testing for use for the March 2020 elections.

Should the “pilot” be ~~deemed~~ unsuccessful, as determined **in the sole discretion** by the County, the **County may choose to option will exist at the discretion of the County to** either not move forward with a final agreement with the awarded firm or to extend the voting system testing under a “continued pilot” process for the next scheduled election. The next scheduled election would be March 10, 2020. If the “continued pilot” option is exercised, it will continue to be a deployment of no more than four (4) locations with central count tabulators to accommodate for 50,000 returned early ballots.

If the “continued pilot” program occurs, and after assessment by the County is found to be successful, the County **reserves the option to enter** ~~would consider entering~~ into a final agreement by March 13, 2020 to lease or rent a full complement and quantity of equipment as recommended by the Proposer and agreed upon by the County that meets the minimum qualifications noted below to accommodate the equipment quantities noted in Section 1.0 above. The Election Management System (EMS) software would already be in place from this “continued pilot” program so, upon awarding the final agreement, the balance of the hardware and equipment must be received no later than March 23, 2020 in order to begin acceptance testing for use for the August 2020 election.

Minimum Qualifications

All proposals must represent voting systems that fulfill the following minimum qualifications. (Any proposal representing a system that does not meet the minimum qualifications will be declared non-responsive and given no further consideration.):

Certification and Scope

- Certified by the EAC under the Voluntary Voting System Guide (VVSG) 1.0 or greater.
- Certified by the SOS or, if under “pilot” status, agrees to apply for certification as outlined in this scope of work.
- Supports a minimum of 2.2 million registered voters with evidence of a current customer that is using the proposed equipment and system that has over 900,000 registered voters.

Capabilities

- Uses paper ballots.
- Precinct based and central count tabulators must provide for tabulation of up to 15,000 (30,000 preferred) ballots styles to allow for district splits and coding to prevent certain ballots from tabulating at the polls.
- Allows for the printing of hard copy result reports of votes cast at each polling location.
- Ability to process over 1.5 million returned vote-by-mail ballots within a one-week time period during an eight (8) hour daily shift. Typically, over 400,000 ballots are received within the two days prior to Election Day, including ballots dropped off on Election Day. In this proposal, Proposer should provide the estimated quantity of central count equipment necessary to meet this volume.
- Supports the processing of multi-page ballots.
- Provide for the ability to import district relations and candidate data files for the ballot building processes without major conversion requirements (e.g. accept flat files, text files, etc.).
- Ballots must provide for offset targets so that on a two-sided ballot, if bleed through occurred, it would not land on the opposite sided target.
- Ability to provide rotation using the Arizona specific rotation formula and, if not currently available, at the County’s discretion and request, would code and seek EAC certification for such rotation at no added cost.
- Ability to process provisional ballots returned from polling locations through central count tabulators.
- Ability to tabulate and, subsequently, report out by user defined categories including Election Day, Provisional and Early. Additionally, have the ability to report by ballot type for each of these categories (i.e. paper ballot and accessible device), with the option to add additional reportable categories in the future (e.g. Duplicated Ballots, Write-in Ballots, etc.).
- Ability to use print vendor of County choice for ballot production (Proposer can establish certification requirements).
- Ability to Co-Locate precincts while maintaining ability to report results by unique precincts.
- Ability to Consolidate Jurisdictions (splits) while maintaining the ability to report results by jurisdiction - most importantly the capability to report at the ballot split level (“Ballots Cast,” registered voter results).
- Ability to handle and defined process for handling Recounts of over 1.6 million ballots within a six (6) day window.

Accessible Voting

- Supports accessible voting to occur in excess of five hundred three (503) polling locations with fifty (50) backup units.
- Accessible devices must securely allow for use at early voting locations that require these units to remain open (without having to close polls daily).
- If proposing an accessible marking device, must not store any votes and must instead print a paper ballot that can either be tabulated on site through a precinct based tabulator or central count.
- Accessible voting or marking device must open and load for the voter in approximately one (1) minute for all options, to include an audio ballot.
- Accessible voting device that is used as a tabulator must provide for a paper audit trail.
- Accessible voting device that is used as a tabulator must provide for tabulation of up to 30,000 ballots styles.

Adjudication

- Must allow for digital adjudication of blanks, over-votes, and write-ins.
- Ability to configure adjudication using upwards of one hundred (100) terminals and allow for or capable of working towards an air-gap between central count tabulators and the server used for adjudication.

Leasing

Proposers are advised to develop proposals to not only allow for the above noted “pilot” process but, also, for a final lease or rental agreement that contemplates initial terms of three (3), four (4), and five (5) years. Additionally, each proposal should include a maximum of three (3) one (1)-year extension options that would only be exercised after the initial term expires **for a maximum contract term of six years.** Any final agreement will require the Proposer to maintain a performance bond for the duration of the agreement in the amount of \$1.5 million. **A performance bond is not required until after the successful completion of the pilot program for which the performance bond must be provided to Maricopa County’s Office of Procurement Services within ten (10) calendar days after the Recorders Office notifies the successful firm of the successful pilot program.**

The County’s purpose in leasing or renting, rather than purchasing a voting system, is to increase the County’s flexibility in adopting better technologies and/or transitioning to different voting models during the term of the contract. For instance, under the agreement, the Selected Proposer will update the EMS software with newer and/or updated software without additional costs to the County, should updates become available.

Future Service Models

One possible model the County may adopt during the term of the contract is for all voters to receive vote-by-mail ballots and organizing several Vote Centers. The final agreement will require the awarded contractor to provide the necessary equipment and services associated with the County adopting different service models at the same per unit cost as prescribed for at the beginning of the contract (e.g. more central count equipment may be required during the term of the contract and should be made available at original equipment lease pricing).

Open Data

The County practices and promotes open data initiatives. The County intends to continually increase the data that is publicly available in open formats, including data generated by the leased or rented system. As such, the County may publish cast vote records and the voting system’s adjudications of each marking of a ballot.

Responses to this RFP must fully describe the functionalities of their systems that support the County in implementing post-election “Hand Count” audits. The specificities of this process can be provided in detail to the Proposer but basically, during the central count tabulation process, the voting system and tabulator must be able to efficiently report the results for a specific batch of ballots run. The reports are sequestered and sealed with that batch of ballots for a post-election citizen-board “Hand Count” audit. In the future, the County may consider conducting ballot-level audits of multiple contests simultaneously. Ballot-level audits are likely the most efficient type of audit in assessing and predicting whether election results for one (1) or more contests are valid. Any system selected must be able to move towards that method of auditing (i.e. risk-limiting audit).

Disposition of Current System and Equipment

~~The County encourages Proposers to provide solutions regarding the disposition of the County’s current voting system. Any disposition of the current system must comply with and follow the EAC and the Department of Defense (DoD) recommendations for disposal of voting equipment so that, prior to such disposal, all software and firmware is removed rendering the system and all equipment non-functioning.~~

Multiple Concurrent Elections

Voting systems proposed must be capable of conducting all regular, consolidated, recall, special, and district elections. In the event the County must prepare for more than one (1) election concurrently, the proposed voting system must facilitate preparation and ballot formatting for multiple or separate elections within the same timeframe.

Ballot Styles

The configuration and operation of the voting system proposed must be capable of processing up to 15,000 (30,000 preferred) different ballot styles for one (1) election.

The proposed voting systems must allow for official ballot content to be formatted in English and Spanish in hard copy, digital, and audio formats. The proposed voting systems must allow the County to import audio files for languages which are not written languages (e.g. Tohono O’odham). The voting systems must demonstrate the capability to increase the number of languages available for ballot formatting if needed.

Image-based System

The County is interested in obtaining an image-based voting system, **but an image based system is not required**. Image-based voting systems can more effectively append the interpretation or intent of each vote to a ballot image. This provides an additional layer of review regarding the system's accuracy.

All proposals must represent voting systems utilizing technology that captures images of ballots with the ability to tabulate vote tallies from those images. The voting systems must capture images of all ballots voted at either polling locations or vote-by-mail (early) voters. The voting systems must also be capable of accumulating both sets of ballot data for tallying and result reporting.

In regards to adjudication programs or applications, the voting systems represented in all proposals must facilitate an image-based adjudication application or program that describes how the voting systems interpreted each vote-marking. The systems must either incorporate an adjudication application or program into the functions of the base voting systems as approved by the EAC, or the voting systems must facilitate an adjudication function that is separate from the base voting systems but must have approval and certification from the EAC.

Technology Delineation

The proposal ~~shall~~ outline all of the components of the technology solution including software and hardware. The proposals ~~shall~~ also delineate which of these technology components will be provided by the vendor and which are to be provided by the County. The proposal ~~shall~~ also outline how these technology components will be maintained and supported over the course of the pilot and on an ongoing basis.

2.1 **SUPPORT SERVICES:**

The County also seeks support for the entire pilot election process from early voting through tabulation and canvassing. These services are outlined as follows:

- 2.1.1 **System Support Services** – The Proposer selected under this RFP will be responsible for all aspects of the initial implementation of the voting system. The Proposer will also be responsible for providing the necessary materials and documentation associated with the voting system implementation to the County such as, but not limited to, the following:
- Initial acceptance testing to ensure all system components are operating correctly.
 - Deliver the entire system and all components to the County.
 - Prepare the system network in concert with the County IT Department to ensure the voting system is secure and operating properly.
 - Install all components to fully conduct elections.
 - Provide system documentation to include Use Procedures, training materials and maintenance plans.
 - Provide information on proposed maintenance plan (e.g. yearly preventative maintenance).
 - Conduct approval testing to verify that all installed components operate properly, as a complete, fully-functioning voting system to include:
 - Conduct end-to-end testing on the voting system prior to final approval. This will include specific information security testing as outlined by the County's information security group.
 - Prepare the voting system for conducting logic and accuracy testing using a process approved by the County.
 - Conduct functional testing that includes stress testing the voting system to ensure that all components will properly process the volume of materials and data similar to volumes the County expects during an election.
- 2.1.2 **Training and Instruction** - The final agreement will require the Selected Proposer to provide instruction to the County's personnel to successfully and independently conduct elections using the voting system. Proposals must describe the manner by which County personnel will be trained and instructed to successfully and independently use all aspects of the voting system. Training and instruction should include:
- Training materials and manuals

- Should be outlined for both the “pilot” deployment and for future elections
- Should note how training would occur when updates or system changes are made

2.1.3 **Election-Specific Support** - Certain support elements may be based on the actual equipment and software selected so the “final agreement” will outline the exact levels of support requested designed around the voting system selected. There are known standard support items needed for all system and the Proposer must provide quotes for the following:

- Assigning personnel experienced in the operation and maintenance of the system to staff a phone bank on Election Day at the MCTEC facility.
- Assigning personnel to fulfill roles as technicians to support the County on Election Day to ensure all equipment and technology is operating appropriately at all polling locations and in the various County offices.
- Assigning personnel who are experienced in repairing the voting system’s equipment during the election cycle, to include anytime the ballots are being tabulated (pre & post-election), or a timeframe as determined by the County.
- Assigning personnel to train County Staff and support the County in the use of the EMS for tabulating and generating result reports.
- Maintaining an inventory of parts for repairing equipment to remove risks that the voting system or its equipment are inoperable due to a lack of spare parts.
- Assigning personnel to assist the County in performing maintenance and repairs based on the maintenance plan submitted, should it be required.

Additional Services

Additionally, proposals must include descriptions of the Proposer’s ability, upon the request of the County, to provide on-site support for critical processes such as those listed below, and for the cost of such support to be factored into the price of the proposal:

- Formatting and building of ballots to include data imports from County’s system.
- Logic and accuracy testing.
- Ballot tabulation.
- Results accumulation.
- Results reporting.
- Equipment repair and preventative maintenance.
- Equipment storage and off-cycle maintenance.

The County reserves the right to add additional contractors, at the County’s sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County’s needs or to ensure adequate competition on any project or task order work.

2.2 **OPTIONAL PREFERENCES:**

The County verifies hash codes of all software and firmware that is in escrow at the Secretary of State’s (SOS) Office and on file with National Institute of Standards and Technology (NIST). The County is interested in also hashing result reports and any documents associated with the certification of elections. This process should be supported for all software and preferably, in current or future iterations for all daily result reports, as well as the statement of the vote, and any letter of certification the County submits to the Board of Supervisors with final results. The County expects to extend this practice to other reports that the leased or rented voting system could generate, such as transaction log reports. ~~Proposers may gain additional points to their proposal’s evaluation scores for systems that facilitate the hashing of result reports and other system-related information.~~ Ideally, at the time the system generates result reports, the system will also generate a cryptographic hash for the content that can be posted on the County’s website.

Arizona does not currently use ranked-choice voting (RCV) but, with legislative changes possible from session to session, and a possible lease term of five (5) years or more, it is preferred that the proposed voting system be capable of conducting RCV elections. The specifics of such a process are not defined for Arizona, proof that a variation of RCV is available in the system is adequate.

The County conducts “Hand Count Audits” as noted in Section 2.0 but as an option preference, the County requests that the Proposers describe how their voting systems support the application of risk-limiting post-election audits.

For the digital adjudication, there is a preference to allow for both digital adjudication that writes directly to the ballots cast record (tabulation) along with a “print queue” feature as well as an option to print the adjudicated ballot as a hard copy version.

While not an element included in the minimum qualifications for proposals, the County prefers an imaged-based voting system that will facilitate the format and issuance of ballots to voters through a remote accessible option (e.g. UOCAVA Voters). The ballot should be in a fillable portable data format (PDF) for distribution/delivery to these voters.

The County prefers the voting system to have the ability to identify a digitally adjudicated ballot should the gathering of the physical ballot be required. As part of this RFP and in the below Evaluation Phase, the County will ask the Proposer to describe in more detail how the voting system scanners will work towards identifying adjudicated ballots.

Disposition of Current System and Equipment

The County encourages Proposers to provide solutions regarding the disposition of the County’s current voting system. Any disposition of the current system must comply with and follow the EAC and the Department of Defense (DoD) recommendations for disposal of voting equipment so that, prior to such disposal, all software and firmware is removed rendering the system and all equipment non-functioning.

2.3 MISCELLANEOUS:

2.3.1 Warranty - For the duration of any final agreement, the selected voting system will be under full warranty. The warranty will cover all aspects of the voting system, including all equipment, technology and all components attached to or necessary for functionality of the equipment to conduct elections in the County. The warranty must also cover any software or firmware patches, fixes, and updates, including any associated installation, testing, the necessary support to implement the changes, as well as the approval by the SOS. The proposal must identify the minimum response time for said warranty repairs for each warranted item noted.

2.3.2 Adjudication of Ballot Markings - The County may opt to post all ballot images on its website to increase the transparency of vote tallying and election results. Additionally, the County may opt to post information indicating how the system interpreted each marked vote for each contest on every ballot. All proposals must clearly state and provide examples of how the related voting systems will facilitate adjudications and the posting of the ballot-specific adjudication records for each marked vote and related data sets on the County’s website.

2.3.3 Maricopa County Ballot Building & EMS Import Files

For the past 2018 General Election there are a total of 65 items that were imported to build that election. The 5 listed below are the main files used to build and setup the election, district relations and State Candidates and those all are .CSV files. These particular files are imported out of Maricopa County’s “Voter Registration/Candidate Filling” internal system to be used to import into an EMS for ballot building purposes.

The below listed files are being provided as a .zip file titled “**BASE IMPORTS**”:

- Ballot Order
- Candidates
- Districts
- Offices
- Precincts

In addition, the County also has 60 word documents that contain the text for the Statewide Propositions along with all jurisdictional/local candidates and measures (*in a .zip file titled “**JURID IMPORTS-Local and State**”*). These are specific to those entities (city/town) that tag onto this countywide election in addition to how the County captures and imports the Statewide Propositions. There are separate documents for English and Spanish because the County does not have enough

room on a General Election ballot to put both languages on one ballot. With that, the County instead builds separate ballots for English and Spanish during General Elections. For Primary and other standalone local elections, the English and Spanish appear on the same ballot.

These 65 documents have been collected and are being provided should a vendor choose to download them to validate usability within ones EMS and Ballot Building Software.

3.0 PROCUREMENT REQUIREMENTS:

3.1 DELIVERY:

3.1.1 Delivery shall be stipulated on the Purchase Order. Contractor shall notify County Representative listed on the order if the requested delivery date cannot be met and the anticipated lead time. Failure to communicate to County changes in the order status may result in default proceedings.

3.1.2 Delivery shall be F.O.B. Destination Freight Prepaid.

3.2 PERFORMANCE:

It shall be the Contractor's responsibility to meet the proposed performance requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to perform and any price differential will be charged against the Contractor.

3.3 SHIPPING TERMS:

Bid price(s) and terms shall be F.O.B. Destination at Phoenix, Arizona 85003.

3.4 OPERATING MANUALS:

Upon delivery, Contractor shall provide comprehensive operational manuals, service manuals and schematic diagrams, if required by the Department.

3.5 INSTALLATION:

The Contractor's price shall include delivery and installation of all equipment in a complete operating condition.

3.6 ACCEPTANCE:

Upon delivery and successful installation, the material(s) shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

3.7 INFRINGEMENT DEFENSE INDEMNIFICATION:

3.7.1 Defense and Indemnity: Contractor shall defend, Participate and Share in the Cost, as defined below, in the full defense of the County against any Claim, as defined below, and will indemnify and hold harmless the County as provided for in this Section for any judgments, settlements and court awarded attorney's fees resulting from a Claim where the claimant is adjudged the successful party in the Claim. Contractor's obligations under this Section are conditioned on the following: (i) County promptly notifies Contractor of the Claim in writing upon made aware of the Claim; (ii) County gives Contractor lead authority and County being control of the defense and (if applicable) settlement of the Claim, provided that County's legal counsel may participate in such defense and settlement, at County's expense, and (iii) County provides all information and assistance reasonably requested by Contractor to handle the defense or settlement of the Claim. For purposes of this Section, "Claim" means any cause of action in a third party action, suit or proceeding against County alleging that Contractor software, or its upgrades, modifications, or revisions, as of its delivery date under this Agreement, infringes a valid U.S. patent, copyright or trademark. For the purposes of this

section, "Participate and Share in the Costs" means Contractor will assist the County in the defense of the claim, to the extent agreed to by the parties, except that Contractor shall be solely responsible for any and all costs adjudged in a successful Claim against the County.

- 3.7.2 Remedial Measures: If software becomes, or Contractor reasonably believes use of software may become, the subject of a Claim, Contractor may, at its own expense and option: (i) procure for County the right to continue use of the Product; (ii) replace or modify the software; or to the extent that neither (i) nor (ii) are deemed commercially practicable, (iii) refund to County a pro-rated portion of the applicable fees for software based on a linear depreciation monthly over ten (10) year useful life, in which case County will cease all use of software and return it to Contractor.
- 3.7.2.1 Exceptions: Contractor will have no defense or indemnity obligation for any Claim based on: (i) modifications by someone other than Contractor; (ii) software has been modified by Contractor in accordance with County-provided specifications or instructions; (iii) use or combination by the County of software with Third Party Products, open source or freeware technology; (iv) Third Party Products, open source or freeware technology; (v) a product that is used or located by County in a country other than the country in which or for which it was supplied by Contractor; (vi) possession or use of a product after Contractor has informed County of modifications or changes required to avoid such Claim and offered to implement those modifications or changes, if such Claim would have been avoided by implementation of Contractor's suggestions and to the extent County did not provide Contractor with a reasonable opportunity to implement Contractor's suggestions; or (vii) the amount of revenue or profits earned or other value obtained by the use of Products, or the amount of use of the Products. "Third Party Products" means any products made by a party other than Contractor, and may include, without limitation, products ordered by County from third parties. However, components of Contractor branded Products are not Third Party Products if they are both: (i) embedded in Third Party Products (i.e., not recognizable as standalone items); and (ii) not identified as separate items on Contractor's price list, quotes, order specifications forms or Documentation.
- 3.7.3 The foregoing states Contractor's entire liability, and County's sole and exclusive remedy except as provided at law or equity, with respect to any infringement or misappropriation of any intellectual property rights of another party.

3.8 SOURCE CODE ESCROW REQUIREMENT:

- 3.8.1 The Contractor shall provide all source code and any updates or fixes for the Contractor Commercial Off the Shelf ("COTS") application software that Maricopa County has purchased from Contractor for safekeeping with an mutually acceptable escrow agent within thirty (30) days of award. The software source deposited with the escrow agent will be a snapshot of all source code maintained by Contractor in the form of a Microsoft Visual Source Safe Archive. In this way, as beneficiary of the escrow agreement between Contractor and escrow agent, Maricopa County will have access to all source code of the products that they license for all versions of the software. Furthermore, the escrowed code shall include all code specifically developed for Maricopa County including, but not limited to: interfaces, Extraction-Transformation-Loading (ETL) routines for data conversion, and all custom code. Upon taking possession of the source code, Maricopa County will have the right to use the source for products that they license in the versions currently installed on the System or any subsequent versions in the archive. Contractor will make a deposit of the Source Safe Archive with the escrow agent upon the release of version release or once every six (6) months, whichever occurs first.
- 3.8.2 Maricopa County hereby agrees to pay the yearly standard fee for a beneficiary of the source code.
- 3.8.3 Maricopa County shall have access to the source code in the event any of the following circumstances:

- 3.8.3.1 The sale, assignment, or transfer to any third party of any of Contractor's rights in the licensed product (or any portion thereof) if such sale, assignment, or transfer would prevent Contractor from fully performing any of its obligations under any agreement with Maricopa County;
 - 3.8.3.2 Contractor becomes insolvent or commits any affirmative act of insolvency, or generally fails to pay, or admits in writing its inability to pay, debts as they become due, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under, or case in, any bankruptcy or insolvency law, or Contractor takes any action to authorize, or in the furtherance of, any of the foregoing;
 - 3.8.3.3 Contractor discontinues providing full support and maintenance services for the licensed product in accordance with its obligations pursuant to any agreement with Maricopa County;
 - 3.8.3.4 Contractor has ceased to do business or improperly refuses to provide any services pursuant to any agreement with Maricopa County;
 - 3.8.3.5 Contractor has breached (and if subject to a cure period, has not cured such breach within such period) any material term or condition of any agreement with Maricopa County;
 - 3.8.3.6 Any change of control of Contractor or Contractor's parent company, where such party is acquired, directly or indirectly, in a single transaction or series of related transactions, or all or substantially all of the assets of such party are acquired by any entity, or such party is merged with or into another entity to form a new entity; or
 - 3.8.3.7 Any other circumstance in which Maricopa County is entitled to access or use the applicable deposit materials (including, but not limited to, the source code) under the express terms of any agreement between Contractor and Maricopa County.
- 3.8.4 Upon Maricopa County taking possession of the source code, Maricopa County hereby agrees as follows:
- 3.8.4.1 Maricopa County accepts full and total responsibility for the safekeeping of the source code. Maricopa County agrees that such source code shall be subject to the restrictions of transfer, sale, and reproduction placed on the software itself as stated in the software license signed by all parties.
 - 3.8.4.2 Maricopa County agrees to only use source code related to applications for which they own a license. There will be source from other applications in the archive.
 - 3.8.4.3 Maricopa County agrees, if so ordered by a court of competent jurisdiction, to compensate Contractor for any and all damages Contractor suffers, to include reasonable attorney's fees, resulting directly or indirectly from, but not limited to, the mishandling, misuse, or theft of the source code, regardless of intent, or the absence thereof, by Maricopa County, its employees, agents and third party contractors.
 - 3.8.4.4 No license under any trademark, patent, copyright, or any other intellectual property right, is either granted or implied by the disclosure of the source code to Maricopa County. The Contractor's disclosure of the source code to Maricopa County shall not constitute any representation, warranty, assurance, guarantee or inducement by the Contractor to Maricopa County of any kind, and, in particular, with respect to the non-infringement of trademarks, patents, copyrights, or any other intellectual property rights, or other rights of third persons or of Contractor.

3.8.4.5 Contractor will not be responsible for maintaining the source code. Furthermore, Contractor will not be liable for any consequences related to the use of source code modified by Maricopa County.

3.9 CONTRACTOR EMPLOYEE MANAGEMENT:

3.9.1 Contractor shall endeavor to maintain the personnel proposed in their proposal throughout the performance of this Contract. In the event that Contractor personnel's employment status changes, Contractor shall provide County a list of proposed candidates with equivalent experience. Under no circumstances is it acceptable for the implementation schedule to be impacted by a personnel change on the part of the Contractor.

3.9.2 Contractor shall not reassign any key personnel without the express consent of the County.

3.9.3 County reserves the right to immediately remove from its premises any Contractor personnel it determines is a risk to County operations.

3.9.4 County reserves the right to request the replacement of Contractor personnel at any time, for any reason.

3.10 WARRANTY:

3.10.1 All items furnished under this Contract shall conform to the requirements of this Contract and shall be free from defects in design, materials and workmanship.

3.10.2 The warranty period for workmanship and materials shall be for an initial period of twelve (12) months and commence upon acceptance by County.

3.10.2.1 The Contractor shall indicate on the Price Sheet the duration of the warranty and any applicable limitations or conditions which may apply.

3.10.2.2 The Contractor agrees that he will, at his own expense, provide all labor and parts required to remove, repair or replace, and reinstall any such defective workmanship and/or materials which becomes or is found to be defective during the term of this warranty. The Contractor shall guarantee the equipment to be supplied complies with all applicable regulations.

3.11 FACTORY AUTHORIZED SERVICE AVAILABILITY:

The Contractor shall have and maintain a local factory authorized service facility within the Phoenix, Arizona metropolitan area. The facility shall be capable of supplying and installing component parts, troubleshooting, repairing and maintaining the material(s). Minimum service hours shall be from 8:00 A.M. through 5:00 P.M., M.S.T., Monday through Friday.

3.12 BACKGROUND CHECK:

Bidders/proposers need to be aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to (but is not limited to) the company, subcontractors and employees and the failure to pass these checks shall deem the respondent non-responsible.

3.13 INVOICES AND PAYMENTS:

3.13.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information:

- Company name, address and contact

- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time (if applicable)
- Total Amount Due

3.13.2 Problems regarding billing or invoicing shall be directed to the Department as listed on the Purchase Order.

3.13.3 Payment shall only be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/922/Vendors>).

3.13.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County.

3.13.5 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.14 APPLICABLE TAXES:

3.14.1 Payment of Taxes: The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.

3.14.2 State and Local Transaction Privilege Taxes: To the extent any State and local transaction privilege taxes apply to sales made under the terms of this contract it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

3.14.3 Tax Indemnification: Contractor and all subcontractors shall pay all Federal, State, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or State and local laws and regulations, and any other costs including; transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation.

3.15 TAX (SERVICES):

No tax shall be invoiced or paid against Contractor's labor. It is the responsibility of the Contractor to determine any and all applicable taxes and include the cost in the proposal price.

3.16 TAX (COMMODITIES):

Tax shall not be invoiced against Contractor's labor. It is the responsibility of the Contractor to determine any and all applicable taxes and include the tax percentage in their proposal.

3.17 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you do not want to grant such access to a member of \$AVE, please so state in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

3.18 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's):

County currently holds ICPA's with numerous governmental entities. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. It is the responsibility of the non-County government entity to perform its own due diligence on the acceptability of the Contract under its procurement rules, processes and procedures.

3.19 POST AWARD MEETING:

The Contractor may be required to attend a post-award meeting with the Department to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

3.20 CONFIDENTIALITY:

In the course of the solicitation process, the County may disclose information that is proprietary or confidential. By submitting a proposal to the solicitation, the offeror agrees that, except as necessary to prepare a response to this solicitation, neither it nor its agents or employees will communicate, divulge or disseminate to any third party-persons or entities, any information that is disclosed to it by the County during the course of these discussions without the express written authorization of the County. If the offeror does disclose County proprietary or confidential information to a third party in preparing a response to this solicitation, it shall require the third party to acknowledge and comply with this provision.

3.21 PUBLIC RECORDS:

Under Arizona law, all Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection and copying after Contract award and execution, except for such Offers or sections thereof determined to contain proprietary or confidential information by the Office of Procurement Services. If an Offeror believes that information in its Offer or any resulting Contract should not be released in response to a public record request under Arizona law, the Offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

3.22 INFLUENCE:

As prescribed in MC1-1203 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

- 3.22.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type of valuable contribution or subsidy,
- 3.22.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

ABSOLUTELY NO CONTACT BETWEEN THE RESPONDENT AND ANY COUNTY PERSONNEL, OTHER THAN THE OFFICE OF PROCUREMENT SERVICES, IS ALLOWED DURING THE SOLICITATION PROCESS UNLESS THE COMMUNICATION IS IN REGARDS TO PRE-EXISTING BUSINESS WITH THE COUNTY. ANY COMMUNICATIONS REGARDING THE SOLICITATION, ITS PARTICIPANTS OR ANY DOCUMENTATION PRIOR TO THE CONTRACT AWARD MAY BE GROUNDS FOR DISMISSAL OF THE RESPONDENT FROM THE EVALUATION PROCESS.

4.0 **CONTRACTUAL AND SPECIAL TERMS & CONDITIONS:**

4.1 **DRAFT CONTRACT SEE EXHIBIT 5:**

5.0 **INSTRUCTIONS TO RESPONDENTS: (Please note that this Section does not become part of any resultant contract.)**

Proposers are solely responsible for submitting proposals, and any modifications or withdrawals, to be received at the time and designated location required by the solicitation (ITN, RFP, or any other solicitation notice).

Any proposal, modification, or withdrawal received after the designated time is "late" and will be rejected and shall not be evaluated per Paragraph MC1-320 of the Maricopa County Procurement Code.

5.1 **SCHEDULE OF EVENTS:**

Request for Proposals Issued: March 28, 2019

Pre-Proposal Conference: April 8, 2019

Deadline for written questions is two (2) business days after Pre-Proposal Conference. Questions will **not** be responded to prior to the Pre-Proposal Conference or after the two (2) business day deadline has elapsed. All questions and answers shall be posted to (www.bidsync.com) under the Q&A's tab for the solicitation and must be received by the end of business, 5:00 PM Phoenix Time (M.S.T.)

Proposals Opening Date: April 30, 2019

Deadline for submission of proposals is 2:00 P.M., Phoenix Time (M.S.T.), on **April 30, 2019**. All proposals must be received before 2:00 P.M., Phoenix Time (M.S.T.), on the date above via BidSync.com.

Proposed review of Proposals and short list decision: May 8, 2019

Proposed Respondent presentations: (if required) Week of May 17, 2019

Proposed selection and negotiation: Week of May 24, 2019

Proposed Best & Final (if required) Week of May 31, 2019

Proposed award of Contract: June 26, 2019

All responses to this Request for Proposal become the property of Maricopa County and (other than pricing) will be held confidential, to the extent permissible by law. The County will not be held accountable if material from proposal responses is obtained without the written consent of the Respondent by parties other than the County.

5.2 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

Maricopa County
Office of Procurement Services
320 West Lincoln Street
Phoenix, Arizona 85003

Administrative telephone inquiries shall be addressed to:

Corry Slama, Procurement Supervisor, 602-506-2248
(corry.slama@maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

5.3 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:

Respondents shall submit their proposals electronically via the BidSync.com system in accordance with Section 5.5 as follows:

- Respondents shall upload each response document individually.
- All documents must be uploaded in their native file format (Word, Excel, etc.).
- The following naming convention shall be utilized for each document: Vendor Name – Document Name as indicated in section 5.5.
- In the event that the Respondent would like to request that certain documents be held confidential, they need to have a name indicating confidential. Please see Exhibit 4 – Draft Contract section 6.29 Public Records for more information.
- Proposals shall be signed by an owner, partner or corporate official who has been authorized to make such commitments (Attachment B). All prices shall be held firm for a period of one (1) year after the RFP closing date.

5.4 GENERAL CONTENT:

5.4.1 The Proposal should be specific and complete in every detail. It should be practical and provide a straightforward, concise delineation of capabilities to satisfactorily perform the Contract being sought.

5.4.2 The Respondent should not necessarily limit the proposal to the performance of the services in accordance with this Request for Proposal but should outline any additional services and their costs if the Respondent deems them necessary to accomplish the program.

5.5 FORMAT AND CONTENT:

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposal must be submitted electronically and have sections clearly labeled as below: (Responses are limited to one hundred (100) pages, ten (10) point font type).

5.5.1 Letter of Transmittal (Exhibit 2)

5.5.2 Executive Summary – This section shall contain an outline of the general approach utilized in the proposal.

- 5.5.3 Proposal – This section should contain a statement of all of the programs and services proposed, including conclusions and generalized recommendations. Proposals should be all-inclusive, detailing respondent’s best offer. Proposers must clearly demonstrate that their voting systems meet these minimum qualifications in Section 2.0. Insufficient or incomplete information may result in a proposal being considered non-responsive and ineligible for entering into a final agreement. If required information is complete, but the selection panel determines that the Proposer does not meet the minimum qualifications, the Proposer may be deemed non-responsive.
- 5.5.4 Qualifications – This section shall describe the respondent’s ability and experience related to the programs and services proposed. All project personnel, as applicable, shall be listed including a description of assignments and responsibilities, a resume of professional experience, an estimate of the time each would devote to this program, and other pertinent information.
- 5.5.5 Proposal exceptions
- 5.5.6 Attachment A (Pricing)
- 5.5.7 Attachment B (Agreement Page)
- 5.5.8 Attachment C (References)
- 5.5.9 Exhibit 3, Sole Proprietor Waiver (If applicable)

5.6 EXCEPTIONS TO THE SOLICITATION:

The Respondent shall identify and list all exceptions taken to all sections of 190265-RFP and list these exceptions referencing the section/paragraph where the exception exists and identify the exceptions and the proposed wording for the Respondent’s exception under the heading, “Exception to the Proposal Solicitation, SERIAL 190265-RFP”. **Exceptions that surface elsewhere and that do not also appear under the heading, “Exceptions to the Proposal Solicitation, SERIAL 190265-RFP” shall be considered invalid and void and of no contractual significance.**

The County reserves the rights to: accept any exception, discuss the exemption with the offeror, or reject any exception.

5.7 EVALUATION OF PROPOSAL – SELECTION FACTORS:

Screening of Minimum Qualifications (Pass/Fail) - The selection panel will review the proposals and determine whether or not the Proposer’s system meets the minimum qualifications referenced in Section 2.0 of this RFP, **(i.e. Certification and Scope, Capabilities, Accessible Voting, Adjudication (and sub-bulleted items for these sections.))** The level of review of the minimum qualifications is a pass or fail determination and will not be scored. Only those proposals that meet the minimum qualifications are eligible to proceed to the succeeding evaluation phases.

The County reserves the right to request clarifications from Proposer’s prior to rejecting a proposal for failing to meet the minimum qualifications. Clarifications are limited exchanges between the County and Proposers for the purpose of clarifying certain aspects of the proposals, and will not provide Proposers the opportunity to revise or modify their proposal.

A Proposal Evaluation Committee shall be appointed and chaired by the Procurement Officer to evaluate each Proposal **that meets the minimum qualifications.** At the County’s option, Respondents may be invited to make presentations to the Evaluation Committee. Best and final offers and/or negotiations may be conducted, as needed, with the highest rated Respondent(s).

All requirements in Section 2.2, Optional Preferences will not be scored or considered in evaluating the proposals.

Proposals **that meet the Minimum Qualifications** will be evaluated on the following criteria which are listed in descending or equal order of importance.

5.7.1 Respondent's Written Proposed Solution/Compliance with Specifications

- a. **Proposer Meets County Contractor Requirements** - The County's Office of Procurement Services will review the documentation that Proposer submits to determine whether, at the time of submitting the proposal, Proposer meets all of the requirements necessary for Contractors to do business with the County.
- b. **Open Source Software Features** - The County supports voting systems using open source software on Commercial Off-The-Shelf (COTS) hardware. Evaluations of proposals will determine the ability of the system to incorporate open source components or applications and COTS hardware, based on whether or not it:
 - Uses or has the ability to incorporate open source components, programs, or applications into or in conjunction with the Proposer's system.
 - Uses or has the ability to incorporate COTS hardware.
 - Supports programs or applications to conduct post-election audits **to include but, not limited to, risk limiting audits** using open source programs or applications incorporated into or in conjunction with the Proposer's system.
- c. **Supports County's Open Data Initiative** - The Department practices and promotes the County's open data initiatives. An evaluation of the proposals will determine the ability of the Proposer's system to increase the data available in machine-readable formats for posting on the Department's website, submitted to the SOS and made available to the public. **This is a mandatory requirement.**
- d. **Warranty** - During the term of a lease or rental agreement, Proposers **willshall** ensure a warranty on all aspects of their system. The warranty must also cover any software or firmware patches, fixes, and updates, including any associated installation, testing, approval by the SOS, and necessary support to implement the changes.
 - Proposer indicates the lease or rental agreement will provide warranty for hardware.
 - Proposer indicates the lease or rental agreement will provide warranty on all software, firmware, patches, and fixes, including those required by the SOS or by changes in law.
- e. **Adjudication Programs or Applications** - The County prefers a system with a robust ballot adjudication program or application that clearly explains how the system interpreted each vote-marked, on each ballot, for each contest or measure, which is incorporated into the system's functions.
 - The adjudication program or application operates seamlessly with tabulation processes with minimal additional steps or processing.
 - The adjudication program or application exports interpretations of votes-marked for posting on the County's website.
 - The adjudication program or application provides easy-to-read ballot-level reports.
 - The adjudication program or application provides clear association between adjudication reports and the original ballots.
 - Proposer **it to** describes how the voting system scanners identify adjudicated ballots. If available in the Proposer's voting system, describe whether the voting system can export the information in a manner that the County could cross-reference if needed to gather the original ballot.
- f. **Supports Cryptographic Hashing of System, Election-Related Data, and Reports** - The County can manually apply SHA-512 cryptographic hashes to daily result reports, statements of vote, and letter of certification the County submits to the Board of Supervisors to formally declare the results of an election.

Definition: A cryptographic hash function is a special classification that has certain properties which make it suitable for use in cryptography. It is a mathematical algorithm that maps data of arbitrary size to a bit string of a fixed size (a hash) and is designed to be a one-way function, that is, a function which is infeasible to invert. (*Wikipedia*).

Ideally, the County prefers that, at the time the system generates result reports, the system also generates and archives a cryptographic hash for content that can be posted on the County's website. **This preference will not be scored as part of the evaluation. Proposals may receive additional points on their evaluation scores if the system facilitates the hashing of result reports, other system-related information, and data when generated by the system.**

5.7.2 Support Services Offered

a. Installation Plan - Provides clear plans, outcomes, and documentation regarding the installation of the system as it relates to:

- Delivering the system to the County.
- Conducting initial acceptance testing.
- Preparing the system network, ensuring the system is secure and operating properly.
- Installing all system components to fully conduct elections.
- Providing system documentation, user manuals, training materials, and maintenance plans and procedures.
- Conducting approval testing to verify all components are operating properly.
- Conducting end-to-end testing prior to final acceptance.

Additionally, the Installation Plan must also:

- Provide clearly stated project approach.
- Provide an understanding of the project and the tasks to be performed.
- Provide reasonable work schedule and project approach.
- Indicate the availability of Proposer's personnel with recent experience in similar projects and a description of the tasks to be performed.
- Demonstrate successful completion of recent similar projects with an adherence to stated schedules, deadlines and budgets.

b. Training and Instruction - All Proposers must describe the manner by which County personnel will be trained and instructed to successfully and independently use all aspects of the system. Proposers must demonstrate that they are able, upon the request of the County, to provide on-site support and training for critical processes such as those listed below:

- Formatting ballots, to include but not limited to:
 - Candidate import from County system.
 - District relation import from County system.
 - Candidate rotation build (AZ Rotation).
 - Graphic/image import.
 - Proof generation and reports.
- Logic and accuracy testing.
- Ballot processing.
- Results accumulation.
- Results reporting.
- Equipment repair and preventative maintenance.
- Storage and off-cycle maintenance.

c. Election-Specific Support - Proposers must provide detailed information regarding their ability to provide personnel and support during each election cycle regarding the operation of their systems and equipment at the polls and at the County offices. This support requested would be specific to Federal Elections unless otherwise noted, to include:

- **For Federal elections:** Assigning at least one (1) individual experienced in the operation of the system to staff a phone bank at the MCTEC Facility on Election Day.
 - **For Federal elections:** Assigning an adequate number of personnel who are experienced in repairing the system’s equipment during the election cycle and on Election Day.
 - **For all elections:** Assigning at least one individual experienced to serve as troubleshooting technicians at the MCTEC Facility or to serve as field technicians in specific areas of the County on Election Day.
 - **For all elections:** Assigning an adequate number of personnel to support the system’s functions that accumulate voting result data and generate result reports.
- d. Maintenance Plan** - Proposers must provide detailed information regarding the proposed maintenance of their systems and equipment to include:
- Assigning an adequate number of personnel during any pre-election and post-election maintenance cycles as recommended to successfully upkeep system and equipment.
 - Maintaining an inventory of parts for repairing equipment during testing and use during election cycles to remove risks that the system or its equipment are inoperable due to a lack of spare parts.
 - Providing COTS equipment information and specifications along with any alternate COTS hardware or peripherals that are compatible with the voting system.
 - Timelines expected for any and all recommended maintenance cycles and plans.
 - Assigning personnel to assist the Department in performing preventative maintenance and repairs.

5.7.3 Pilot Program Offered

Due to the condensed timeframe in which this RFP is looking to be executed and finalized, **successful implementation of** the “pilot” program is critical to the **decision whether the option for award of the full scope of this requirement** point as to if a final agreement will be entered into with the awarded contractor for the full scope of equipment.

As noted in Section 2.0, this “pilot,” or partial deployment will only require **precinct based equipment for no more than four (4) locations and central count tabulators to accommodate no more than 50,000 returned early ballots**. There is a limited number of upcoming election opportunities to conduct this “pilot” deployment so, this portion of the RFP is vital with the equipment needing to be received by June 17, 2019, as further outlined in the scope of work. The evaluation of this phase is based on the following:

- a. Pilot Cost (Shipping, Installation, Setup and Testing)** – Provide recovery costs requested for shipping and delivery to the County of the “pilot” equipment and system. Additionally, provide setup, installation and testing costs that are requested to be covered by the County as part of this “pilot” or limited system deployment.
- b. Pilot Installation Plan** – As critical as this “pilot” deployment is to the finalization of an agreement, like a full system deployment, it is requested that clear plans, outcomes, and documentation regarding the installation of the “pilot” system be provided as it relates to:
- Delivering the “pilot” system to the County.
 - Conducting initial acceptance testing.
 - Preparing the system network, ensuring the system is secure and operating properly.
 - Installing all system components to fully conduct “pilot” election.
 - Conducting approval testing to verify all components are operating properly.
 - Providing “pilot” project timelines that work within the noted timeframes as indicated in the Scope 2.0.
 - Provide an understanding of the “pilot” project and the tasks to be performed.
- c Pilot Training and Instruction** - All Proposers must describe the manner by which

Department personnel will be trained and instructed to successfully conduct this “pilot” election. Due to the condensed timeframes and with the limited scope of this “pilot” deployment, high overview training for County Staff is allowed for but preference is given to those Proposers that can demonstrate that they are able to provide support and training for the specific and critical processes such as:

- Formatting ballots, to include but not limited to:
 - Candidate import from County system.
 - District relation import from County system.
 - Candidate rotation build (AZ Rotation).
 - Graphic/image import.
 - Proof generation and reports.
- Logic and accuracy testing.
- Ballot processing.
- Results accumulation.
- Results reporting.

d. Pilot Election Support - Proposers must provide detailed information regarding their ability to provide personnel and support during this “pilot” election regarding the operation of their system and equipment. The support structure proposed should be geared towards this limited equipment deployment as noted above and further outlined in Sections 1 and 2. This “pilot” support should include:

- Assigning at least one individual that is experienced in both the operation of the system and as a troubleshooter technician that can be on-site to staff a phone bank at the MCTEC Facility for Election Day.
- Assigning adequate number of personnel to support the system’s functions that accumulate voting result data and generate result reports.
- Assigning an adequate number of personnel during the “pilot” election and on Election Day who are experienced in repairing the system’s equipment. Due to the limited equipment deployment, this responsibility can be assigned to the “troubleshooter technician,” if proficient.

5.7.4 Price

NOTE 1: RESPONDENTS ARE REQUIRED TO USE ATTACHED FORMS TO SUBMIT THEIR PROPOSAL.

NOTE 2: RESPONDENTS ARE STRONGLY ENCOURAGED TO REVIEW MARICOPA COUNTY’S PROCUREMENT ADMINISTRATIVE INFORMATION PRIOR TO SUBMITTING A BID. FOR THIS INFORMATION, GO TO: (<https://www.maricopa.gov/DocumentCenter/View/6453>).

ATTACHMENT A

PRICING

SEE BIDSYN.COM EXCEL SPREADSHEET STAND-ALONE PRICING PAGE

ATTACHMENT B

AGREEMENT

Respondent hereby certifies that Respondent has read, understands and agrees that acceptance by Maricopa County of the Respondent's Offer will create a binding Contract. Respondent agrees to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement.

BY SIGNING THIS PAGE THE SUBMITTING RESPONDENT CERTIFIES THAT RESPONDENT HAS REVIEWED THE ADMINISTRATIVE INFORMATION AND STANDARD CONTRACT'S TERMS AND CONDITIONS LOCATED AT <http://www.maricopa.gov/DocumentCenter/View/6453> AND AGREE TO BE CONTRACTUALLY BOUND TO THEM.

Small Business Enterprise (SBE) (check box if applicable)

RESPONDENT (FIRM) SUBMITTING PROPOSAL

FEDERAL TAX ID NUMBER

DUNS #

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

ADDRESS

TELEPHONE

FAX #

CITY

STATE

ZIP

DATE

WEB SITE

EMAIL ADDRESS

ATTACHMENT C

RESPONDENT'S REFERENCES

RESPONDENT SUBMITTING PROPOSAL: _____

1. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____

2. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____

3. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____

4. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____

5. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____

EXHIBIT 1

BIDSYNC REGISTRATION AND ELECTRONIC SUBMISSION REQUIREMENTS

BidSync.com Registration is FREE and REQUIRED for all vendors.

Register On-line at (<https://www.bidsync.com>).

Select Free Registration. Upon completion of your on-line registration, you are responsible for updating any changes to your information. Please retain your Login ID and Password for future use.

For assistance, please contact BidSync Vendor Support Department via phone or email, during regular business hours: 1-800-990-9339 or (agency support@BidSync.com).

BIDSYNC ELECTRONIC SUBMISSION INSTRUCTIONS

When submitting a response (proposal, quote or bid) electronically through BidSync, it is the sole responsibility of the supplier to ensure that the response is received by BidSync prior to the closing date and time. Each of the following steps in BidSync MUST be completed in order to place an offer:

- A. Login to www.bidsync.com;
- B. Locate the bid (solicitation) to which you are responding;
 - a. Click the "Search" tab on the top left of the page;
 - b. Enter keyword or bid (solicitation) number and click "Search";
- C. Click on the "Bid title/description" to open the Bid (solicitation) Information Page;
- D. "View and Accept" documents in the document section;
- E. Select "Place Offer" found at the bottom of the page;
- F. Enter your pricing, notes, other required information, and upload attachments to this page;
- G. Click "Submit" at the bottom of the page;
- H. Review Offer(s); and
- I. Enter your password and click "Confirm".

Note that the final step in submitting a response involves the supplier's acknowledgement that the information and documents entered into the BidSync system are accurate and represent the supplier's actual proposal, quote or bid. This acknowledgement is registered in BidSync when the supplier clicks "Confirm". BidSync will post a notice that the offer has been received. This notice from BidSync MUST be recorded prior to the closing date and time or the response will be considered late and will not be accepted. Be aware that entering information and uploading documents into BidSync may take considerable time. Please allow sufficient time to complete the online forms and upload documents. Suppliers should not wait until the last minute to submit a response. It is recommended that suppliers submit responses a minimum of 24 hours prior to the closing deadline. The deadline for submitting information and documents will end at the closing time indicated in the solicitation. All information and documents must be fully

entered, uploaded, acknowledged (Confirm) and recorded into BidSync before the closing time or the system will stop the process and the response will be considered late and will not be accepted.

Responses submitted in BidSync are completely secure. No one (including County purchasing staff) can see responses until after the deadline. Suppliers may modify or change their response at any time prior to the closing deadline. However, all modifications or changes must be completed and acknowledged (Confirm) in the BidSync system prior to the deadline. BidSync will post a notice that the modification/change (new offer) has been received. This notice from BidSync MUST be recorded prior to the closing date and time or the response will be considered late and will not be accepted. If you have not been asked to enter your password and click Save to save your response, your offer has not been updated.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information.)

EXHIBIT 2

SAMPLE TRANSMITTAL LETTER

(To be typed on the letterhead of Offeror)

Maricopa County
Office of Procurement Services
320 West Lincoln Street
Phoenix, Arizona 85003-2494

Re: 190265-RFP; Elections Tabulation System

To Whom It May Concern:

(NAME OF COMPANY) (Herein referred to as the "RESPONDENT"), hereby submits its response to your Request for Proposal dated _____, and agrees to perform as proposed in their proposal, if awarded the contract. The Respondent shall thereupon be contractually obligated to carry out its responsibilities respecting the services proposed.

Kindly advise this in writing on or before _____ if you should desire to accept this proposal.

Very truly yours,

NAME (please print)

SIGNATURE

TITLE (please print)

EXHIBIT 3

SOLE PROPRIETOR WAIVER



**MARICOPA COUNTY RISK MANAGEMENT
222 North Central Avenue, Suite 1110
Phoenix, Arizona 85004**

SOLE PROPRIETOR WAIVER

NOTE: THIS FORM APPLIES ONLY TO MARICOPA COUNTY DEPARTMENTS, DISTRICTS, BOARDS, COMMISSIONS AND UNIVERSITIES UTILIZING SOLE PROPRIETORS WITH NO EMPLOYEES. IF YOU ARE CONTRACTING WITH A CORPORATION, LIMITED LIABILITY COMPANY, PARTNERSHIP OR SOLE PROPRIETORS WITH EMPLOYEES, THIS FORM DOES NOT APPLY.

The following is a written waiver under the compulsory Workers' Compensation laws of the State of Arizona, A.R.S. §23-901 (et. seq.), and specifically, A.R.S. §23-961(L), that provides that a Sole Proprietor may waive his/her rights to Workers' Compensation coverage and benefits.

I am a sole proprietor and I am doing business as _____ (name of Sole Proprietor's Business). I am performing work as an independent contractor for Maricopa County. For Workers' Compensation purposes, therefore, I am not entitled to Workers' Compensation benefits from Maricopa County.

I understand that if I have any employees working for me, I must maintain Workers' Compensation insurance on them.

Name of Sole Proprietor			Social Security Number	Telephone Number
Street Address / P.O. Box		City	State	Zip Code
Signature of Sole Proprietor			Date	
Maricopa County Office of Procurement Services				
Signature of Procurement Officer			Date	

Both signatures must be present and the completed form submitted by the Procurement Officer to Maricopa County Risk Management, 222 North Central Avenue, Suite 1110, Phoenix, AZ 85004. An authorized Risk Management Representative will sign and return to the Maricopa County Office of Procurement Services to be maintained in their records.

Signature of Risk Management Representative

Date

EXHIBIT 4**OFFICE OF PROCUREMENT SERVICES CONTRACTOR TRAVEL AND PER DIEM POLICY**

- 1.0 All contract-related travel plans and arrangements shall be prior-approved by the County Contract Administrator.
- 2.0 Lodging, per diem and incidental expenses incurred in performance of Maricopa County/Special District (County) contracts shall be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Phoenix, Arizona. Contractors must access the following internet site to determine rates (no exceptions): (www.gsa.gov).
 - 2.1 Additional incidental expenses (i.e., telephone, fax, internet and copying charges) shall not be reimbursed. They should be included in the contractor's hourly rate as an overhead charge.
 - 2.2 The County will not (under no circumstances) reimburse for Contractor guest lodging, per diem or incidentals.
- 3.0 Commercial air travel shall be reimbursed as follows:
 - 3.1 Coach airfare will be reimbursed by the County. Business class airfare may be allowed only when preapproved in writing by the County Contract Administrator as a result of the business need of the County when there is no lower fare available.
 - 3.2 The lowest direct flight airfare rate from the Contractors assigned duty post (pre-defined at the time of contract signing) will be reimbursed. Under no circumstances will the County reimburse for airfares related to transportation to or from an alternate site.
 - 3.3 The County will not (under no circumstances) reimburse for Contractor guest commercial air travel.
- 4.0 Rental vehicles may only be used if such use would result in an overall reduction in the total cost of the trip, not for the personal convenience of the traveler. Multiple vehicles for the same set of travelers for the same travel period will not be permitted without prior written approval by the County Contract Administrator.
 - 4.1 Purchase of comprehensive and collision liability insurance shall be at the expense of the contractor. The County will not reimburse contractor if the contractor chooses to purchase this coverage.
 - 4.2 Rental vehicles are restricted to sub-compact, compact or mid-size sedans unless a larger vehicle is necessary for cost efficiency due to the number of travelers. (NOTE: contractors shall obtain pre-approval in writing from the County Contract Administrator prior to rental of a larger vehicle.)
 - 4.3 County will reimburse for parking expenses if free, public parking is not available within a reasonable distance of the place of County business. All opportunities must be exhausted prior to securing parking that incurs costs for the County. Opportunities to be reviewed are the DASH; shuttles, etc. that can transport the contractor to and from County buildings with minimal costs.
 - 4.4 County will reimburse for the lowest rate, long-term uncovered (e.g. covered or enclosed parking will not be reimbursed) airport parking only if it is less expensive than shuttle service to and from the airport.
 - 4.5 The County will not (under no circumstances) reimburse the Contractor for guest vehicle rental(s) or other any transportation costs.
- 5.0 Contractor is responsible for all costs not directly related to the travel except those that have been pre-approved by the County Contract Administrator. These costs include (but not limited to) the following: in-room movies, valet service, valet parking, laundry service, costs associated with storing luggage at a hotel, fuel costs associated with non-County activities, tips that exceed the per diem allowance, health club fees, and entertainment costs. Claims for unauthorized travel expenses will not be honored and are not reimbursable.

- 6.0 Travel and per diem expenses shall be capped at 15% of project price unless otherwise specified in individual contracts.
- 7.0 Contractor shall provide, (upon request) with their invoice(s), copies of receipts supporting travel and per diem expenses, and if applicable with a copy of the written consent issued by the Contract Administrator. No travel and per diem expenses shall be paid by County without copies of the written consent as described in this policy and copies of all receipts.

EXHIBIT 5

DRAFT CONTRACT

