



Request for Bids Number: YC2017-01-EPBS

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Opening Date: December 18, 2017
Closing Date: January 31, 2018

Item: Electronic Poll Books
Agency: Yuma County Election Services & Voter Registration
Term of Contract: Variable term based upon acceptance of system

Questions/Addenda: No pre-Bid conference is scheduled for this Request for Bids. Questions requesting clarification of the Request for Bids must be submitted electronically (MS Word) to the Project Committee indicated above, prior to the close of business, **5:00 P.M., on January 22, 2018**. Each question or clarification should reference the appropriate RFB section.

Failure to notify the Project Committee of any conflicts or ambiguities in this Request for Bids may result in items being resolved in the best interest of the County. Any modification to this Request shall be made in writing by addendum and posted on the County's website, www.yumacountyaz.gov.

Only written communications are binding.

It shall be the responsibility of all participating vendors to acquire any and all addenda and additional information as it is made available from the website cited above. Vendors should check the website periodically for any additional information or instructions.

READ THIS REQUEST CAREFULLY

Failure to abide by all of the conditions of this request may result in the rejection of a bid.

It is the vendor's responsibility to monitor the County's website on a regular basis for any changes/addenda.

**Section I
Introduction**

This document and its attachments constitute a Request for Bids from vendors to assist Yuma County Election Services & Voter Registration Department in installing and implementing a new Electronic Poll Book System (EPBS).

Business Concept

Yuma County has approximately 110,000 registered voters and anticipates that number to increase to over 115,000 registered voters by 2018 Primary and General Elections. With the implementation of a Permanent Early Voting List (PEVL) in Arizona, the number of early voters has increased to over sixty percent of the voters in Yuma County.

With fewer voters going to their polling places, Yuma County has implemented vote centers. Currently, Yuma County has nine vote centers with 52 EPBS in place. With fewer polling places it will be necessary to provide better technology to assist voters and poll workers. This will allow the poll workers to move voters through the check-in process faster and allow for faster processing of voter history. These machines will also need to produce precinct specific ballots for ADA voting devices. The EPBS will need to print precinct specific ballot-on-demand (BOD) ballots and synchronize to vote centers. In compliance with the Help America Vote Act (HAVA), the state of Arizona has fully implemented a single, centralized voter registration database. Through the Office of the Arizona Secretary of State (AZ SOS), Yuma County interacts with this database through the use of personal computing workstations in county locations. Optical scan, central count and ADA voting machines are used in all county vote centers.

The Arizona Secretary of State's voter registration system will be the source of all information necessary for loading EPBS and will be the collection point for all vote history. To accomplish this, vendors will have to comply with a file format that will be developed in conjunction with AZ SOS for use in transfer of information by and between their system and the statewide voter registration system. Vendors are encouraged to define their minimum expectations of what such a file format would look like to enable this data exchange.

Yuma County requires the EPBS to connect to internet access in order to provide real time information of voters at the vote centers.

Yuma County

Demonstrate the ability of the following on a County-wide level:

- Interconnect and synchronize on a local level within the polling place
- Print various required forms such as a voter ticket, address of other polling places and voter poll lists
- Import and export accurate data from and to the county and current and future state voter registration database
- Compatibility with ADA touch screen voting equipment
- Disperse precinct-specific ballots

Yuma Target Audience

The County's voters and poll workers will be the stakeholders most directly affected by the implementation of the new system. Additionally, Yuma County Election Services & Voter Registration Department will be primary users, as well as system administrators, of many of the systems features and functionality.

RFB Time Table

The following Time Table represents the major anticipated events in the bid process and target dates. Except as otherwise noted, the Time Table is not alterable except at the sole discretion of the County. Vendors may comment in their Bids on the phases, tasks, and deliverables to suggest optimization strategies.

Activity	Target Completion Dates and Times
1. Release of Request for Bids	December 18, 2017
2. Questions Due (Close of Business) (e-mail only)	January 22, 2018
3a. Bid Due	January 31, 2018 at 5:00 p.m.
3b. Bids Open	February 7, 2018 at 10:00 a.m.
4. Presentations and demonstrations; if deemed necessary	No presentations or demonstrations scheduled.
5. Notification of Apparent Successful Proposer	February 15, 2018
6. Contract due (if not provided with bid)	February 22, 2018
7. Yuma County Supervisors to award bid to an apparent successful Bid	March 5, 2018
8. Contract Execution	March 5, 2018 or thereafter

SIGNATURE SHEET

Item: Electronic Poll Books

Agency: Yuma County Election Services & Voter Registration

Closing Date: January 31, 2018 at 5:00 p.m.

By submission of a bid and the signatures affixed thereto, the bidder certifies all products and services proposed in the bid meet or exceed all requirements of this specification as set forth in the request and that all exceptions are clearly identified.

Legal Name of Person, Firm or Corporation _____

Mailing Address _____ City & State _____ Zip _____

Toll Free Telephone _____ Local _____ Cell: _____ Fax _____

Tax Number _____

CAUTION: If your tax number is the same as your Social Security Number (SSN), you must leave this line blank. DO NOT enter your SSN on this signature sheet. If your SSN is required to process a contract award, including any tax clearance requirements, you will be contacted by an authorized representative of the Division of Purchases at a later date.

E-Mail _____

Signature _____ Date _____

Typed Name _____ Title _____

In the event the **contact for the bidding process** is different from above, indicate contact information below.

Bidding Process Contact Name _____

Mailing Address _____ City & State _____ Zip _____

Toll Free Telephone _____ Local _____ Cell: _____ Fax _____

E-Mail _____

If **awarded a contract and purchase orders** are to be directed to an address other than above, indicate mailing address and telephone number below.

Award Contact Name _____

Mailing Address _____ City & State _____ Zip _____

Toll Free Telephone _____ Local _____ Cell: _____ Fax _____

E-Mail _____

Pricing is available to political subdivisions of the State of Arizona & its political subdivisions, *(Refusal will not be a determining factor in award of this contract.)* Yes ____ No ____

**CERTIFICATION REGARDING
IMMIGRATION REFORM & CONTROL**

All Contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-subcontractor. The usual method of verification is through the Employment Verification (I-9) Form. With the submission of this bid, the Contractor hereby certifies without exception that Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the County's option, may subject the contract to termination and any applicable damages.

Contractor certifies that, should it be awarded a contract by the County, Contractor will comply with all applicable federal, state, county laws, standards, orders and regulations affecting a person's participation and eligibility in any program or activity undertaken by the Contractor pursuant to this contract. Contractor further certifies that it will remain in compliance throughout the term of the contract.

At the County's request, Contractor is expected to produce to the County any documentation or other such evidence to verify Contractor's compliance with any provision, duty, certification, or the like under the contract.

Contractor agrees to include this Certification in contracts between itself and any subcontractors in connection with the services performed under this contract.

Signature, Title of Contractor

date

Section 2 INSTRUCTIONS

1. **Bid Reference Number:** The RFB number indicated in the header of this page as well as on the first page of this Bid has been assigned to this Request and **MUST** be shown on all correspondence or other documents associated with this Request and **MUST** be referred to in all verbal communications. All inquiries, written or verbal, shall be directed only to the Project Committee reflected on Page 1 of this Bid. There shall be no communication with any other County employee regarding this Request except with designated state participants in attendance **ONLY DURING:**

- Contract Signing
- As otherwise specified in this Request.

Violations of this provision by vendor or County agency personnel may result in the rejection of the Bid.

2. **Procurement:** This is a procurement pursuant to final evaluation and award by the Board of Supervisors. Responses should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of this Request. Emphasis should be placed on completeness and clarity of content.

Responses should be organized in the order in which the requirements are presented in this Request. All pages of the response should reference the paragraph number of the corresponding section of the Request. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The response should contain a table of contents which cross-references the Request requirements. Information which the vendor desires to present that does not fall within any of the requirements of the request should be inserted at an appropriate place or be attached at the end of the response and designated as additional material. Responses that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the request requirements are specifically addressed.

3. **Appearance Before Project Committee:** Any, all or no vendors may be required to appear before the Project Committee to explain the vendor's understanding and approach to the project and/or respond to questions from the Project Committee concerning the Bid; or, the Project Committee may award without conducting negotiations, based on the initial Bid. The Project Committee reserves the right to request information from vendors as needed. If information is requested, the Project Committee is not required to request the information of all vendors.

No additional revisions shall be made after the specified cut-off time unless requested by the Project Committee.

4. **Cost of Preparing Bid:** The cost of developing and submitting the Bid is entirely the responsibility of the vendor. This includes costs to determine the nature of the engagement, preparation of the Bid, submitting the Bid, and other costs associated with this Request.
5. **Preparation of Bid:** Prices are to be entered in spaces provided on the Bid cost form if provided herein. Computations and totals shall be indicated where required. In case of error in computations or totals, the unit price shall govern. The Project Committee has the right to rely on any price quotes provided by vendors. The vendor shall be responsible for any mathematical error in price quotes. The Project Committee reserves the right to reject Bids which contain errors.

By submitting a Bid, Vendor warrants and certifies that neither Vendor nor its employees or associates has contacted any unauthorized County employee, officer or elected official regarding the contents of this solicitation or the solicitation process. Vendor further warrants and certifies that neither vendor nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in response to this solicitation.

If at any time it shall be found that vendor or its employees or associates has, in the presenting of its Bid, colluded with any other party or parties for the purpose of preventing or restricting free competitive bidding, vendor's Bid shall be immediately rejected. Any contract awarded prior to the County's discovery of vendor's collusion shall be terminated and vendor shall be liable for all of its damages sustained by the County as a result of vendor's collusion.

Bids should contain a concise description of vendor's capabilities to satisfy the requirements of this Request for Bid with emphasis on completeness and clarity of content. Repetition of terms and conditions of the Request for Bid without additional clarification shall be considered non-responsive.

6. **Signature of Bids:** Each Bid shall give the complete mailing address of the vendor and be signed by an authorized representative by original signature with his or her name and legal title typed below the signature line. If the contract's contact will be a different entity, indicate that individual's contact information for communication purposes. Each Bid shall include the vendor's tax number.
7. **Acknowledgment of Addenda:** All vendors shall acknowledge receipt of any addenda to this Request by returning a signed hard copy with the bid. Failure to acknowledge receipt of any addenda may render the Bid to be non-responsive. Changes to this Request shall be issued only by the Project Committee in writing.
8. **Modification of Bids:** A vendor may modify a Bid by letter any time prior to the closing date and time for receipt of Bids.
9. **Withdrawal of Bids:** A Bid may be withdrawn on written request from the vendor to the Project Committee prior to the closing date.
10. **Competition:** The purpose of this Request is to seek competitive bids. The vendor shall advise the Project Committee if any specification, language or other requirement inadvertently restricts or limits bidding to a single source. Notification shall be in writing and must be received by the Project Committee no later than five (5) business days prior to the bid closing date. The Project Committee reserves the right to waive minor deviations in the specifications which do not hinder the intent of this Request.
11. **Evaluation of Bids:** Selection shall be made of vendor(s) deemed to be fully qualified and best qualified and shall be made in the best interest of the County as determined by the Project Committee or their designees. Price is not the only factor that will be considered as part of the vendor selection process. Consideration may focus toward but is not limited to:
 - A. Meet the requirements of RFB
 - Adequacy and completeness of Bid
 - Compliance with the terms of the Request
 - Respondent's understanding of the project and prior experience in performing similar projects.
 - Respondent's general experience, qualifications, level of commitment and qualifications of the personnel
 - The respondent's work plan and staffing
 - Testimonials and or current client references.
 -
 - B. Pricing
 - Cost. Vendors are not to inflate prices in the initial Bid as cost is a factor in determining who may receive an award or be invited to formal negotiations. The County reserves the right to award to the lowest responsive and qualified bid without conducting formal negotiations, if authorized.
 - Itemized Pricing
 - Vendors shall include the cost of ownership for each year (i.e., extended warranties, maintenance agreements, supplies, and similar costs) of the contract in addition to the base price of the equipment and software.
 - C. Ease of use
 - Transportability of unit

- Efficient Method of storage
- User Friendly

D. Support Services

- Experience in providing like service
- A list of qualified staff, including a list of professional certifications and qualifications for each listed staff member
- Methodology to accomplish tasks
- Response format as required by this Request
- Respondent's commitment to continuing in the election business and continuing project importance

E. System Security

- Methodology to accomplish system security
- Response format as required by this Request

F. Disaster Recovery Plan

- Vendors shall provide evidence of a disaster recovery plan and secondary system available for use in case a disaster causes primary system degradation and/or loss of availability.

12. **Acceptance or Rejection:** The County reserves the right to accept or reject any or all Bids or part of a Bid; to waive any informalities or technicalities; clarify any ambiguities in Bids; modify any criteria in this Request; and unless otherwise specified, to accept any item in a Bid.
13. **Bid Disclosures:** At the time of closing, only the names of those who submitted Bids shall be made public information. No price information will be released. Interested vendors or their representatives may be present at the announcement at the following location:

Yuma County Clerk of the Board
198 S. Main Street
Yuma, AZ 85364

14. **Bids Subject to Public Records:** Any other provision of this Agreement notwithstanding, the parties acknowledge that County is a public institution, and as such is subject to Arizona Public Records Act, Section §39-121, et seq., Arizona Revised Statutes. Any provision regarding confidentiality is limited to the extent necessary to comply with the provisions of state law. County agrees to keep confidential any and all information and/or documents designated as confidential or proprietary by vendor to the fullest extent permitted by law. In the event a public records request is made for information and/or documents designated as confidential or proprietary, the County will notify vendor as soon as possible.

The County does not guarantee protection of any information which is not submitted as required.

15. **Exceptions:** By submission of a response, the vendor acknowledges and accepts all terms and conditions of the RFB unless clearly avowed and wholly documented in a separate section of the Technical Bid to be entitled: "Exceptions".
16. **Notice of Award:** An award is made on execution of the written contract by all parties.
17. **News Releases:** Only the County is authorized to issue news releases relating to this Request, its evaluation, award and/or performance of the contract.
18. **New Demo of Product:** Vendors who submit a response to this request may be required to give a product demonstration to the Project Committee. This provides an opportunity for the vendor to clarify or elaborate on the product, and responses. This is a fact finding and exploration session only and does not include negotiation. This issuing agent will schedule a time and location for these demos. Product demos are an option of the purchasing agency and may or may not be conducted.

Section 3
BID RESPONSE

1. **Submission of Bids:** Vendor's Bid shall consist of:
 - One (1) original and three (2) copies of the Bid, including, cost Bid, signature sheet, applicable literature and other supporting documents;
 - One (1) electronic copy of the Bid is required. This shall be provided on a USB portable storage device, or CD/DVD, in a Microsoft® Word format 2010 or newer.

Vendor's Bid, sealed securely in an envelope or other container, shall be received no later than 5:00 p.m. Arizona Time, on the closing date indicated on Page 1, addressed as follows:

Yuma County Clerk of the Board
Bid: YC2017-01-EPBS
Closing Date: January 31, 2018
198 S. Main Street
Yuma, AZ 85364

It is the vendor's responsibility to ensure bids are received by the closing date and time. Delays in mail delivery or any other means of transmittal, including couriers or agents of the issuing entity shall not excuse late bid submissions.

Faxed, e-mailed or telephoned Bids are not acceptable unless otherwise specified.

Bids received prior to the closing date shall be kept secured and sealed until closing. The County shall not be responsible for the premature opening of a Bid or for the rejection of a Bid that was not received prior to the closing date because it was not properly identified on the outside of the envelope or container. Late Technical and/or Cost Bids will be retained unopened in the file and not receive consideration.

2. **Bid Format:** Vendors are instructed to prepare their Bid following the same sequence as this RFB.
3. **Transmittal Letter:** All bidders shall respond to the following statements:
 - (a) The vendor is the prime contractor and identifying all subcontractors;
 - (b) The vendor is a corporation or other legal entity;
 - (c) No attempt has been made or will be made to induce any other person or firm to submit or not to submit a Bid;
 - (d) The vendor does not discriminate in employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin or disability;
 - (e) The vendor presently has no interest, direct or indirect, which would conflict with the performance of services under this contract and shall not employ, in the performance of this contract, any person having a conflict;
 - (g) The person signing the Bid is authorized to make decisions as to pricing quoted and has not participated, and will not participate, in any action contrary to the above-statements;
 - (h) Whether there is a reasonable probability that the vendor is or will be associated with any parent, affiliate or subsidiary organization, either formally or informally, in supplying any service or furnishing any supplies or equipment to the vendor which would relate to the performance of this contract. If the statement is in the affirmative, the vendor is required to submit with the Bid, written certification and authorization from the parent, affiliate or subsidiary organization granting the State and/or the federal government the right to examine any directly pertinent books, documents, papers and records involving such transactions related to the contract. Further, if at any time after a Bid is submitted, such an association arises, the vendor will obtain a similar certification and authorization and failure to do so will constitute grounds for termination of the contract at the option of the State;
 - (i) vendor agrees that any lost or reduced federal matching money resulting from unacceptable performance in a contractor task or responsibility defined in the Request, contract or modification shall be accompanied by reductions in payments to Contractor; and
 - (j) The vendor has not been retained, nor has it retained a person to solicit or secure a state contract on an agreement or understanding for a commission, percentage, brokerage or

contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the vendor for the purpose of securing business. For breach of this provision, the Elections Director shall have the right to reject the Bid, terminate the contract and/or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

4. **Vendor Information:** The vendor must include a narrative of the vendor's corporation and each subcontractor if any. The narrative shall include the following:
 - (a) Date established;
 - (b) Ownership (public, partnership, subsidiary, etc.);
 - (c) Number of personnel, full and part-time, assigned to this project by function and job title;
 - (d) Resources assigned to this project and the extent they are dedicated to other matters;
 - (e) Organizational chart;
 - (f) Financial statement;
 - (g) Strategic long range plans;
 - (h) Other products and/or services the company engages in, if any;
5. **Qualifications:** A description of the vendor's qualifications and experience providing the requested or similar service, including resumes of personnel assigned to the project stating their education and work experience, shall be submitted with the bid. The vendor must be an established firm recognized for its capacity to perform. The vendor must have sufficient personnel to meet the deadlines specified in the Request.
6. **Timeline:** A timeline for implementing services must be submitted with the bid. This timeline would define all activities that begin with placement of an order and detail the steps and timeframes involved to fulfill the order from delivery of hardware and software, testing, training and deployment to a test election set-up.
7. **Methodology:** Bidders shall submit with the bid, a detailed explanation of the methodology for implementing services.
8. **References:** Provide all clients that have purchased similar items or services from the vendor in the last five (5) year(s). References shall show firm name, contact person, address, e-mail address and phone number. Vendor employees and the buying agency shall not be shown as references.

Additionally, bidders shall list clients who have terminated services within the past five (5) years, indicating reasons for termination. Provide the firm name, contact person, address, e-mail address and phone number of each referenced organization.

9. **Technical Literature:** All bids shall include specifications and technical literature sufficient to allow the County to determine that the equipment/services meet(s) all requirements. If a requirement is not addressed in the technical literature, it must be supported by additional documentation and included with the bid. Bid responses without sufficient technical documentation may be rejected.

Section 4A
TERMS AND CONDITIONS

1. **Contract Documents:** The successful vendor will be required to enter into a written contract with the County. This Request and any amendments and the response and any amendments of the Contractor shall be incorporated along with the written contract which shall compose the complete understanding of the parties.

In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:

- written modifications to the executed contract;
- written contract signed by the parties;
- this Request including any and all addenda; and
- Contractor's written Bid submitted in response to this Request as finalized.

2. **Contract Formation:** No contract shall be considered to have been entered into by the County until all statutorily required clauses, signatures and certifications have been rendered and a written contract has been signed by the successful vendor.

3. **Notices:** All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") which may be required or desired to be given by either party to the other shall be **IN WRITING** and addressed as follows:

Yuma County Clerk of the Board
198 S. Main Street
Yuma, AZ 85364
YC2017-01- EPBS
Closing Date: January 31, 2018

4. **Termination for Cause:** The Project Committee may terminate this contract or any part of this contract for cause under any one of the following circumstances:

- the Contractor fails to make delivery of goods or services as specified in this contract; or
- the Contractor provides substandard quality and/or workmanship;
- the Contractor fails to perform any of the provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms.

The Project Committee shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as the County may authorize in writing), the County shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

5. **Termination for Convenience:** The Project Committee may terminate performance of work under this contract in whole or in part whenever, for any reason, the Project Committee shall determine that the termination is in the best interest of the County. In the event that the Project Committee elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least 30 days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

6. **Rights and Remedies:** If this contract is terminated, the County, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the County in the manner and to the extent directed, any completed materials. The County shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

In the event of termination, the Contractor shall receive payment prorated for that portion of the contract period services were provided to and/or goods were accepted by County, subject to any offset by County for actual damages including loss of federal matching funds.

The rights and remedies of the County provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

7. **Force Majeure:** The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes.
8. **Waiver:** Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by County shall not constitute a waiver.
9. **Independent Contractor:** Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation and social security as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

10. **Staff Qualifications:** The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the Bid specifications may result in termination of this contract and/or damages.

11. **Subcontractors:** The Contractor shall be the sole source of contact for the contract. The County will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.
12. **Conflict of Interest:** The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the County and who are providing services involving this contract or services similar in nature to the scope of this contract to the County. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any County employee who has participated in the making of this contract until at least two years after his/her termination of employment with the County.
13. **Confidentiality:** The Contractor may have access to private or confidential data maintained by the County, to the extent necessary to carry out its responsibilities under this contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Contractor must agree to return any or all data furnished by the County promptly at the request of the County in whatever format it is maintained by Contractor. On the termination or expiration of this contract, Contractor will not use any of such data or any material derived from the data for any purpose and, where so instructed by the County, will destroy or render it unreadable.

14. **Nondiscrimination and Workplace Safety:** The Contractor agrees to abide by all federal, state, county and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules and regulations may result in termination of this contract.
15. **Environmental Protection:** The Contractor shall abide by all federal, state, county and local laws, rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rule or regulations may result in termination of this contract.
16. **Hold Harmless:** The Contractor shall indemnify the County against any and all loss or damage to the extent arising out of the Contractor's negligence in the performance of services under this contract and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

The County shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to County property. The Contractor shall do nothing to prejudice the County's right to recover against third parties for any loss, destruction or damage to County property.

17. **Care of County Property:** The Contractor shall be responsible for the proper care and custody of any County-owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract, and Contractor will reimburse County for such property's loss or damage caused by Contractor, normal wear and tear excepted.
18. **Prohibition of Gratuities:** Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any County employee at any time.
19. **Retention of Records:** Unless the County specifies in writing a different period of time, the Contractor agrees to preserve and make available all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

The Contractor agrees that authorized federal, state, and county representatives, including but not limited to, personnel of the using agency; independent auditors acting on behalf of county and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post-contract period. Delivery of and access to the records shall be at no cost to the state.

20. **Antitrust:** If the Contractor elects not to proceed, the Contractor assigns to the County all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and the County relating to the particular products or services purchased or acquired by the County pursuant to this contract.
21. **Modification:** This contract shall be modified only by the written agreement of the parties. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

22. **Assignment:** The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the County.

This contract may terminate in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of the County.

23. **Third Party Beneficiaries:** This contract shall not be construed as providing an enforceable right to any third party.

24. **Captions:** The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.

25. **Severability:** If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.

26. **Governing Law:** This contract shall be governed by the laws of the State of Arizona and shall be deemed executed at Yuma County, Arizona, unless otherwise specified and agreed upon by the State of Arizona.

27. **Jurisdiction:** The parties shall bring any and all legal proceedings arising hereunder to the Superior Court of Yuma County, unless otherwise specified and agreed upon by the County.

28. **Integration:** This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This contract between the parties shall be independent of and have no effect on any other contracts of either party.

29. **Criminal or Civil Offense:** Any conviction for a criminal or civil offense of an individual or entity that controls a company or organization or will perform work under this contract that indicates a lack of business integrity or business honesty must be disclosed. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in disqualification of the bid or termination of the contract.

30. **Injunctions:** Should Yuma County be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of the County, vendor shall not be entitled to make or assert claim for damage by reason of said delay.

31. **Statutes:** Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make such insertion or correction.

32. **Materials and Workmanship:** The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by this solicitation, within the time specified, in accordance with the provisions as specified.

The contractor shall be responsible for all work put in under these specifications and shall make good, repair and/or replace, at the contractor's own expense, as may be necessary, any defective work, material, etc., if in the opinion of the County said issue is due to imperfection in material, design, workmanship or contractor fault.

33. **Industry Standards:** If not otherwise provided, materials or work called for in this contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.
34. **Federal, State and Local Taxes:** Unless otherwise specified, the Bid price shall include all applicable federal, state, county, and local taxes. The successful vendor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Request. The County makes no representation as to the exemption from liability of any tax imposed by any governmental entity of the Contractor.
35. **Israel Boycott Certification:** Vendor hereby certifies that it is not currently engaged in, and will not for the duration of this contract with County, a boycott of Israel as defined by A.R.S. § 35-393.01.
36. **Legal Arizona Workers Act:** To the extent applicable under A.R.S. § 41-4401, Licensor warrants compliance with all federal immigration laws and regulations that relate to their employees. Licensor further ensures that any subcontractor who performs any work for Licensee under this agreement likewise complies with the State and Federal Immigration Laws.
37. **Insurance:** Vendor shall maintain at all times during the term of its contract with the County, liability coverage with a minimum limit of \$1,000,000.00 per occurrence and shall maintain workers' compensation insurance for its employees. Vendor shall provide a Certificate of Insurance to the County evidencing that vendor is in compliance with the insurance requirement and shall agree that no policy shall expire, be cancelled or changed without thirty (30) days' written prior notification of the County.

Section 4B

TERMS AND CONDITIONS

Indefinite Quantity Contract: This Request is for an open-ended contract between a vendor and the County to furnish an undetermined quantity of a good or service in a given period of time. The quantities ordered will be those actually required during the contract period, and the Contractor will deliver only such quantities as may be ordered. No guarantee of volume is made. An estimated quantity based on past history or other means may be used as a guide.

Off-Shore Sourcing: Bidders shall disclose in their bid response the location where the contracted services will be performed and whether or not any of the work necessary to provide the contracted services will be performed at a site outside the United States.

If, during the term of the contract, the Contractor or subcontractor moves work previously performed in the United States to a location outside of the United States, the Contractor shall immediately notify the Project Committee and the respective agency in writing, indicating the new location and the percentage of work relocated.

Experience: All bidders must have/**or** are preferred to have a minimum of five (5) years continuous active participation in the applicable industry, providing equipment/services comparable in size and complexity to those specified herein.

Bidders may be required to furnish information supporting the capability to comply with conditions for bidding and fulfill the contract if receiving an award of contract. Such information may include, but not be limited to, a list of similar size and type projects the Bidder has completed.

Prices: Prices shall remain firm for the entire contract period and subsequent renewals. Prices quoted shall be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to the County. Failure to provide available price reductions may result in termination of the contract.

At the completion of the first term of this contract (first five (5) years) costs may remain at the price bid or a request for adjustment may be made, either upward or downward, keyed to industry changes. Contractor shall furnish documentation at least 30 days prior to expiration date to substantiate any claim for increase. Price increases shall not exceed five (5) percent of the existing contract price for any goods or services available under the contract. The County reserves the right to accept, amend or deny any such price increase. If parties to the contract cannot agree on renewal terms, it is hereby understood that the contract will be re-bid.

Payment: Payment Terms are as set forth in the provided payment schedule. Payments shall not be made for costs or items not listed in the vendor's response.

Project Payment Schedule

The following payment schedule shall apply for the goods and services provided by the vendor under a direct purchase of the equipment and services:

Payment Amount	Upon Acceptance of the Following Deliverables
50% of the remaining contract amount	Upon delivery, and completion of the User Acceptance Testing of the final 75 units
25% of the remaining contract amount	Upon (1) the vendor's satisfactory provision of warranty, maintenance, and support services through the 2018 Primary Election and (2) satisfactory performance of the system in the 2018 General Election.
Balance of contract	Upon implementation and acceptance of use at Vote Centers

Unit Pricing: Each item required by the bid must be individually priced (i.e. priced per single unit) and be able to be ordered individually.

Upgrades: Bidders shall indicate the upgrade price and policy for any software, firmware, or hardware upgrades anticipated for the equipment bid. If upgrades are available but not offered as part of the bid, those available upgrades shall be provided in a separate list. If the upgrades are provided without cost, this should be indicated. Bidder shall include the cost of support or warranties for upgrades.

Shipping and F.O.B. Point: Unless otherwise specified, bid prices shall be F.O.B. DESTINATION, PREPAID AND ALLOWED (included in the price bid), which means delivered to a County agency's receiving dock or other designated point as specified in this Request without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

Deliveries: All orders shall be shipped FOB destination, prepaid and allowed, within 10 days ARO, clearly marked with the purchase order number. If delays in delivery are anticipated, the Contractor shall immediately notify the ordering agency of the revised delivery date or partial delivery date. The order may be canceled if delivery time is unsatisfactory. The Contractor shall inform the Project Committee of any supply or delivery problems. Continued delivery problems may result in termination of the contract.

In the event delivery minimums apply, bidders shall submit that information with their bid response.

Charge Back Clause: If the contractor fails to deliver the product within the delivery time quoted on the contract, the County reserves the right to purchase the product from the open market and charge back the difference between contract price and open market price to the contractor.

Demonstration Requirements: A demonstration of the selected devices/equipment/solution for the using agencies may be required before final contract approval. The County reserves the right to request said devices/equipment/solution fully configured/operational for testing, which shall be furnished at no expense to the County within ten (10) days after receipt of request. Devices/equipment will be returned at the bidder's expense if found to be non-compliant with the specifications as set forth in this Bid.

Reports: At the request of the County, the Contractor shall be required to file a report detailing product and services delivered to each county under this contract. Reports are due no later than 30 days after such request.

- **Sales Summary --** Report shall include a list of political subdivisions (counties) who have used the contract, a subtotal of sales to each and a grand total of all sales.
- **Items Sold --** Report shall include a list of product or services ordered and sold to political subdivisions, indicating the contract price and location of equipment or service delivery at time of delivery.

Subcontractors: Bidder is required to list and identify the "Major Sub-Contractors" for Mechanical Construction, Plumbing Construction, and/or Electrical Construction included as a part of the Proposed, when a single contract for the "Project as a whole" is to be awarded.

Equipment: All proposed equipment, equipment options, and hardware expansions must be identified by manufacturer and model number and descriptive literature of such equipment must be submitted with the bid.

Implied Requirements: All products and services not specifically mentioned in this solicitation, but which are necessary to provide the functional capabilities described by the specifications, shall be included. Other products required to make the described software functional shall be identified in the vendor's response.

Warranty: Bidders shall indicate the type and extent of the warranty for all equipment, hardware, software, and services proposed. The County requires a "standard" warranty of a specific amount of days, or 5 years, whichever is greater. This warranty shall be included in the cost of the equipment, extended warranty for the next five years to begin upon delivery and acceptance of equipment.

The successful bidder will be the sole point of contact on any problems with the equipment or systems during the warranty period.

The Contractor shall be responsible for all work performed under these specifications. The Contractor shall make good, repair and replace, at the Contractor's own expense, as may be necessary, any defective work, material acceptance, if in the opinion of the County said defect is due to imperfection in material, design, or workmanship for the warranty period specified.

For all software updates, the County requires that contractor provide all EPBS software updates free of charge for the first year after the warranty expires.

Acceptance: No contract provision or use of items by the County shall constitute acceptance or relieve the vendor of liability in respect to any expressed or implied warranties.

Ownership: All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by the Contractor under this contract shall be owned by the using agency. The Contractor may not release any materials without the written approval of the using agency.

Software Code and Intellectual Property Rights: As applicable, all original software and software code and related intellectual property developed or created by the Contractor in the performance of its obligations under this Contract or any Task Order issued under this Contract, shall become the sole property of the County. The Contractor will surrender all original written materials, including any reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically or magnetically recorded material, used to develop this software and/or software code and related intellectual property to the state entity for which it was developed.

Data: Any and all data required to be provided at any time during the bid process or contract term shall be made available in a format as requested and/or approved by the County.

Submission of the Bid: Submission of the bid will be considered presumptive evidence that the vendor is conversant with local facilities and difficulties, the requirements of the documents and of pertinent State and/or local codes, state of labor and material markets, and has made due allowances in the Bid for all contingencies. Later claims for labor, work, materials, equipment, and tax liability required for any

difficulties encountered which could have foreseen will not be recognized and all such difficulties shall be properly taken care of by Contractor at no additional cost to the County.

Alternate Bids/Equivalent Items: Bids on goods and services comparable to those specified herein are invited. Whenever a material, article or piece of equipment is identified in the specifications by reference to a manufacturer's or vendor's name, trade name, catalog number, etc., it is intended to establish a standard, unless otherwise specifically stated. Any material, article or equipment of other manufacturers or vendors shall perform to the standard of the item specified. Equivalent bids must be accompanied by sufficient descriptive literature and/or specifications to provide for detailed comparison. Samples of items, if required, shall be furnished at no expense to the County and if not destroyed in the evaluation process, shall be returned at vendor's expense, if requested.

The County reserves the right to determine and approve or deny "equivalency" in comparison of alternate bids.

Certification of Materials Submitted: The response to this request, together with the specifications set forth herein and all data submitted by the vendor to support the response including brochures, manuals, and descriptions covering the operating characteristics of the item(s) proposed, shall become a part of any contract between the successful vendor and the County. Any written representation covering such matters as reliability of the item(s), the experience of other users, or warranties of performance shall be incorporated by reference into the contract.

Inspection: The County reserves the right to reject, on arrival at destination, any items which do not conform to specification of this Request.

New Materials, Supplies or Equipment: Unless otherwise specified, all materials, supplies or equipment offered by a vendor shall be new, unused in any regard and of most current design. All materials, supplies and equipment shall be first class in all respects. Seconds or flawed items will not be acceptable. All materials, supplies or equipment shall be suitable for their intended purpose and, unless otherwise specified, fully assembled and ready for use on delivery.

Transition Assistance: In the event of contract termination or expiration, Contractor shall provide all reasonable and necessary assistance to County to allow for a functional transition to another vendor.

Award: Award will be by line item or group total, whichever is in the best interest of the County.

Section 5A Requirements for Electronic Poll Book

Overview

Yuma County Election Services intends to replace its current EPBS voting system. Yuma County currently has approximately 110,000 registered voters and anticipates that number to increase to over 115,000 registered voters in the 2018 Primary and General Elections. Yuma Currently Yuma County has nine vote centers with 52 EPBS in place. Yuma County Election Services intends to have two EPBS per vote center.

In compliance with the Help America Vote Act (HAVA), the state of Arizona has fully implemented a single centralized voter registration data base. Yuma County interacts with this database through the use of PC workstations in county locations. Optical scan and ADA voting machines are used in all county vote centers

The statewide voter registration system will be the source of all information necessary to loading EPBS and will be the collection point for all vote history. To accomplish this, vendors will have to comply with a file format that will be developed by the state for use in transfer of information by and between their system and PP. Vendors are encouraged to define their minimum expectations of what such a file format would look like to enable this data exchange.

Electronic poll books will provide a baseline set of features, functions and benefits including but not limited to the following:

- Be easy to use and demonstratively reduce the amount of time it takes to process a voter.
- Provide information necessary to verifying a voter's identity and guide the process of doing so.
- Allow for a search based on name, address, voter ID, date of birth.
- Provide a mechanism for updating or correcting the voter registration database with new information including voter history.
- Reduce poll worker error- Provide step by step, sequential instructions to the poll workers on how to properly process each voter, designed to prevent the poll worker from omitting steps or completing steps out of order.
- Be secured from unauthorized access.
- Demonstrate that in-house data conversion is viable.
- Provide a comprehensive audit trail of all activities performed while the system is active.
- Have a high availability rate and be capable of operating during power outages.
- Work independently or networked as the election requires.

Software Specifications

Required

The bidder must provide an electronic poll book that meets the following requirements:

1. Integrate election day Voter Registration life cycle, from initial registration, early voting, Election Day through voter history updates
2. Capture the voter check-in information, identify the voter eligibility, record the voter's voting method & ballot type choice, if required, and produce the forms required for a voter to cast their vote legally
3. Contain data on all voters within the precinct, entire jurisdiction, and statewide
4. During the early voting process, able to access the following voter record information: full name, residence and mailing address, year of birth, registered party, ID number (voter registration number, driver's license number, social security number, or voter number, as applicable), assigned ballot style, registration status (active/inactive), and early voting status
5. Ability to retrieve a voter record by a voter ID number, driver's license, name, address and date of birth
6. Electronically view a voter's name, address, year of birth, and other information necessary to verify an individual's voting status
7. Determine if the voter is a legally registered in the jurisdiction or state, and eligible to cast a vote at the polling location.
8. Ability to conduct a live search to look up most voters with-in five seconds or less
9. Ability to determine the correct ballot style of the voter
10. Ability to verify whether voter has provided I.D. pursuant to ARS-16-579
11. Record and retain a voter history record for every voter voting

12. Ability to interface with multiple input devices including but not limited to keyboard, barcode scanner, DL Scanner.
13. Ability to capture a high resolution digital signature image and link to correct voter (16-579D)
14. In the event a voter's residence address has changed, ability for the election worker to determine the correct ballot to assign the voter using a street index
15. Local onscreen reporting capabilities, including display of ballots issued by type
16. Public counter that displays the number of ballots cast.
17. Highly customizable interface, with the ability to customize poll worker instructions, wording of buttons, and on screen displays. Ability to hide functions that are not applicable to the jurisdiction.
18. Produce a printed barcode composed of the necessary information to activate a touch screen voting machine and automate the selection of the correct ballot style for each validated voter using the information contained in the EPBS provided directly from the Voter Registration system.
19. Be capable of networking and producing the necessary information to activate a ballot on the ballot on demand printer and automate the selection of the correct ballot style for each validated voter using the information contained in the EPBS provided directly from the voter registration system.

Desired

20. Ability to select and display multiple languages

Reporting:

Required

1. Ability to customize printed voter documents
2. Ability to provide the following printed reports in the precinct:
 - a. Sequential List of Voters who voted with time stamp
 - b. List of polling place locations
 - c. Customizable voter check-in documentation
 - d. Customizable voter documentation
3. Ability to compile and display on-screen voting statistics
4. Jurisdiction wide reporting capabilities, with the ability to print central system statistics post election.
 - a. Ability to produce standard and customized reports
 - b. Ability to export raw data and reports to various formats (including CSV, TXT formats)
5. Ability to print reports without suspending unit operation
6. Ability to create customizable reports (100)

Provisional Voting

Required

1. Notify the election worker if a voter has already voted in the election at a precinct or Early Voting.
2. Ability to differentiate between early, provisional and Election Day voters.
3. Notify the election worker of voters who received an Early Ballot.
4. Identify voters who must cast their votes provisionally
5. Ability to limit the choice of ballots issued to the voter to a provisional ballot, if the voter has already voted

Desired

6. Generate a countywide unique ballot number for all DRE and provisional voters
7. Allow the election worker to log provisional voter information for voters whose record cannot be found in the system.

Interface with Voter Registration Data

Required

1. Ability to electronically transfer the results of each voter verification transaction to the state and county voter registration system, upload and download voter information
2. Require maximum 120 seconds per card to exchange data between electronic poll book and voter registration systems
3. Proven flexible import/export functionality
4. Centralized upload, download to removable media
5. Proven ease of voter registration information transfer.

User Interface

Required

1. An easy to use, single purpose device
2. Easy set up and take down with minimal or no technical assistance.
3. Computer-based system that allows voters to be checked in more efficiently and accurately than a paper based system.
4. Simple interface that a user can learn in less than 10 minutes
5. Enhanced readability for users with eye sight difficulties.
6. Immediate access to content specific help with instructions on how to process the voter
7. Display user friendly and informative error messages
8. Provide instructions that can be altered by the jurisdiction, with the ability to change fonts, colors text, and sound
9. Ability to use color to enhance and simplify the user interface
10. Light weight, easy to transport
11. Ability to work as a hand held device for advanced voter check-in processes
12. Use of stylus, if touch screen device use of finger/fingernail
13. Ability for poll worker to sign for voter in accordance with 16-579D

Network Specifications

The bidder should offer the following network functionality:

Required

1. The ability to synchronize data across all other poll book devices used during Election Day.
2. The ability to continue processing voters in the event network connectivity becomes unavailable with automatic synchronization after connectivity is restored.
3. The ability to connect the polling places and each of the poll book devices to the local or state database voter registration list (centralized server).
4. The ability to operate in the following network environments:
 - a. Wide area network
 - b. Local area network
 - c. Wired network
5. The ability to work on a secure network, with the following connectivity:
 - a. At the precinct
 - b. At early voting sites
 - c. County wide
6. The ability to continuously update shared information, including voter check-in data, across the network.
7. The ability to connect to wireless networks using the WPA2-PSK encryption type or better.
8. The ability for ALL data traffic to be transmitted in a secured form (SSL or VPN connectivity).

Transportation and Power Requirement

Required

1. Easily transportable without damage to internal circuitry
2. Devices should withstand frequent loading and unloading, stacking, assembling, disassembling, reassembling, and heavy use, without damage to internal circuitry.
3. The power sources are standard electrical plug and internal UL approved battery capable of maintaining uninterrupted usage and preservation of election data during a power failure or when power is disengaged or interrupted from the unit. This battery back-up device must be able to fully operate the electronic poll book for at least four (4) hours. (optional extended life battery)
4. Lightweight, with the unit weighing less than 8 lbs
5. Transportable, stackable carrying case ability to be secured
6. Shock resistant unit and case
7. Ability to charge the battery without removing the unit from the storage case (optional)
8. Battery low indication:
 - a. on screen reporting of percent charge,
 - b. color indicators of battery status
 - c. pop-up box indicating critically low battery

Hardware Specifications

Required

1. The units must be interchangeable, and used for both early and election day check-in

2. Lightweight, portable, computerized electronic poll book
3. Device startup and recovery in less than 20 seconds
4. Ability to store data and voter history in two locations, one which is removable
5. A removable storage device that has a file structure and architecture compatible with and readable by the units that are readily available and industry standard and will work in a standard windows environment
6. Internal capability to perform self-diagnostic that specifically identifies any malfunctions with user friendly messages.
7. Units must be current technology and parts must be readily available from more than one source.

Hardware

The bidder should offer the following hardware, included with the electronic poll book:

Required

1. Must be compatible with ADA Touch screen device to provide precinct ballots.
2. Self contained Printer:
 - a. inkless and ribbon-less
 - b. internal battery
 - c. graphics capable (to print bar codes)
3. Read a 1-D and 2-D bar code to identify a specific voter record
4. Ability to capture and record a voter's signature both paper-based and electronically
5. Network switches and routers to network two or more GPBS at polling locations or early voting sites
6. 8, 16, 24 or 32 card duplicator for volume reproduction of compact flash cards and post election log collection, ability to replicate multiple media cards all at the same time.
7. Flexible, memory cards readily available and industry standard and will work in standard windows environment

Audit and Security

Required

1. All systems should be single function. (Does not have or perform multiple function within an election)
2. All systems should time stamp all transactions to determine the exact day and time a voter was processed.
3. All systems should have the ability to create encrypted user logs to identify who has used and modified the system and devices; report of all election functions performed on the system; capture statistics of open, close, log-on, log-off events by poll workers.
4. All systems should store error messages in the audit log.
5. All Systems should be coded with individual device identification numbers.
6. All systems should provide an audit log to track all actions taken by the user.
7. All systems should display the current versions of software and identify the current voter file that is being used.
8. All systems should have the ability to limit functionality to particular groups of users. (Separation of responsibilities).
9. All systems should store data in an encrypted format both on the device and any removable data cards. The data should be encrypted at a level consistent with the current Arizona Secretary of States procedure manual. At the bare minimum, a 128-bit encryption level must be used.
10. All systems should provide a level of tamper proof or tamper evident security while stored or at a polling location.
11. All system should have the ability to seal all removable memory devices with a tamper evident cover.
12. All systems should have the ability to cover and seal all exposed ports with tamper evident covers.
13. All systems should have the ability to update core operating system and applications software. Updates should not run during a live elections deployment.
14. All systems should have the ability to secure and segregate access to the core operating system.

**Warranty
Required**

1. A 5 year replacement warranty on the system, hardware and software, parts and labor is to be included in the price. Additional year's maintenance will be available for purchase and capped at 5% per machine per year.
2. Provide up to date software during the warranty period
3. Ability to return equipment that is identified as not functioning properly. Vendor performs diagnostics to identify the problem, and repairs or replaces any equipment or component to restore the voting equipment to full operation
4. All repair work must be addressed within ten (10) days of receipt of request. However, during a 30-day period prior to an election, all requests for repair or replacements must be made within 48 hours
5. Provides software updates on upgrade media while under warranty
6. Software escrowed through mutually agreed upon party
7. Warrant equipment under warranty will be supported by and replacement parts available by the vendor for not less than five years.

**Support Service Plan
Required**

1. Support services with the ability to provide: project management, planning and design, data conversion, integration and customization, customized documentation, installation and acceptance testing assistance, training, election support, training of maintenance and preventative maintenance services
2. Ability to provide appropriate number of onsite personnel at polling locations on Election Day
3. Ability to conduct professional classes, and to provide on-site and election training
4. Ability to customize training and documentation and to deliver customized training with manuals & video training covering hardware, software, election processes.
5. Help Desk support while under warranty during normal Arizona business hours with a one hour response time for urgent issues, and extended hours on Election Day, with a ten minute urgent response time on Election Day.

Section 5B

As part of your response to this Section 5, please address the following questions or issues specifically. You may attach and reference user manuals and system manuals when answering any of the following questions – *Please indicate what page the answer can be located on:*

1. Please provide information on your expectation of how long it takes to process a voter with your system. We will consider this as a performance expectation if an award is made.
2. Is your system capable of supporting Vote Centers by allowing for centralized networking or submitting information to a central service?
3. In a situation where multiple EPBS are located in a single voting location, are the individual units synchronizing and if so, how is this accomplished?
4. Can the system operate partially or fully during a power outage and if so for how long?
5. Can the EPBS generate interim reports without suspending voting operations?
6. Describe your recovery procedures for EPBS that fail during operations?
7. Can data be recovered quickly for an EPBS that has fully failed during operations?
8. If the system fails during a voter check-in prior to completion of the transaction does it roll-back to the last prior completed transaction or will the voter be considered having voted?
9. If the voter is considered having voted but we know that they have not, can we override the system to allow a vote to take place?
10. Describe the process for allowing a provisional vote.
11. Describe the training protocol for staff involved in setting up the EPBS for an election and operating the unit during an election.
12. What information is downloaded to the EPBS to support an election?
13. What search functions are provided to find a voter, appropriate voting location or ballot within a location with multiple ballots?
14. Does the EPBS provide images of voter signatures stored in the centralized voter registration system?
15. Does the EPBS require a server database and/or server if so, does it come bundled with the system?

16. How are last minute changes to the EPBS accommodated?
17. Provide estimates of how long it would take to load an EPBS with data.
18. Does the system employ the use of hand held devices for voter check in or any other function?
19. Does the system have an ability to read the bar code on an Arizona driver's license or state ID card for check in?
20. Does the system provide for management of poll workers identification?
21. Following Election Day, how quickly can voter history be accurately uploaded into the county voter registration data base?
22. Is the EPBS certified by any organization?
23. How is a properly vetted voter added to the system during the election?
24. Can the EPBS be charged without removing it from the case?
25. Provide information on all reports available from the system before, during and after an election
26. Can the system report number of voter check-ins by party affiliation?
27. Can the EPBS provide for changing voter information at check-in, such as, a revised address?
28. Are procedural or process controls included that aid the poll worker for each situation they may encounter on Election Day?
29. Does the system have a mechanism to advise election workers of a failure in the system and location of that failure?
30. Does the system have a module to message any other communication to election central location/server directly from a poll worker operating an individual deployed poll book
31. Does the system provide printable information about which version of the software is running and system status at start up?

Audit and Security

The system must be secure from unauthorized use and provide information of all manipulations and actions performed. It must also be ADA compatible and compatible with the Arizona Statewide Voter Registration system.

REQUIRED

1. Describe the audit logs provided by the system including what is recorded and how the information can be accessed. Minimally, the system should provide a record of the following:
 - a. The program and version in use
 - b. The election file in use
 - c. Entries made by operator
 - d. Activities performed by system
 - e. Tabulations performed
2. Does the system encrypt voter data while resident in the device?
3. Can the EPBS be encrypted using 1024-bit encryption?
4. Describe how security is managed with the EPBS including but not limited to:
 - a. User access control features
 - b. Network security
 - c. Data encryption

Training Requirements

Vendor's accepting orders for equipment must provide training on all aspects of the systems set up and use during elections such that users are capable of operating the EPBS independently with minimum support from the contractor. Training must address, but is not limited to, the following topics areas:

1. Basic overview of the system.
2. Maintenance of the system before during and after use in elections.
3. Loading of data for an election.
4. On site set-up of equipment.
5. System security to include safeguards to prevent and detect tampering.
6. Process to upload voter history and other required information to the County and State's voter registration data base during and after an election is completed.
7. Production of reports: printing, designing and formatting.
8. Troubleshooting, resolution of malfunctions and error messages.
9. Proper storage of equipment when not in use.
10. Ongoing training for new features.
11. Provide information on training materials such as Web based video and train the trainers.
12. Please provide a copy of your system documentation and training manual.

Data Transfer

As part of this contract, vendors are required to provide for transfer of data to and from the statewide voter registration system. Specifically, the following are anticipated:

- Voter role data must be downloaded from the statewide voter registration system to the EPBS. This transfer is mandatory.
- Voter history information collected at polling locations by the EPBS must be uploaded to the statewide voter registration system so that voter history can be updated. This transfer is mandatory.

To address this requirement, vendors should discuss what experience and tools they have to address such data transfers and whether or not there are particular format requirements to support their system.

Services

Describe any services your organization offers before, during or after an election is held. These services, if offered, should be priced in the price sheets of the cost Bid.

Warranty and Maintenance

Provide information regarding the Warranty period. The County will assume the warranty covers any component of the system. Any exclusion must be specifically cited. In addition, discuss ongoing maintenance for both hardware and software. Include all service level options if there is more than one and provide a copy of the Maintenance Agreement.

Cost Sheet
(See Response Section, #1)

Vendor Name: _____

Instructions

Vendors should provide pricing for all products and services offered under this contract. Please provide details of any volume discounts if offered along with pricing for optional equipment, services or consumables necessary to the system operation. Any item not priced but later deemed necessary to proper system operation will be considered a no-charge item provided by vendor at no cost.

Vendors may provide Cost information in their own format provided sufficient detail is available so that the County can evaluate cost based on a variety of volume scenarios.

Required Bid Format: Cost

The "Total Proposed Cost for Goods and Services in this Bid" is the cost component that will be used in the Bid cost formula listed below in the section entitled "Bid Evaluation Procedures and Criteria."

COST BID ITEM	PROPOSED COST	
C1. 75 Electronic Poll Books, including firmware, and all required peripheral equipment; <ul style="list-style-type: none"> a. Signature pad, peripheral b. Hand-held barcode scanner c. Printer – thermal (receipt type) d. Printer – Ballot-On-Demand e. Applicable ADA Touch Screen device f. Barcode swipe reader (i.e. driver licenses) g. Keyboard h. Any other available peripheral, please describe "a.- h." <i>may be listed separately</i> 		xxxxxx
C2. Vendor Supplied software for EPBS Management		xxxxxx
C3. All third-party software licenses required for full operation of the system provided by the vendor as part of the system.		xxxxxx
C4. Fees and expenses for full-time services of technical services staff as specified in the requirements.		xxxxxx
C5. Fees and other costs associated with software customization.		xxxxxx
C6. Fees and other costs associated with peripheral equipment		xxxxxx
C7. Other costs to deliver the total goods and services in this procurement and meet all of the requirements stated herein. Please Specify:		

C8. Taxes if applicable		
Total Proposed Cost of Goods and Services in this Bid – associated with C1. through C8 above (This is the cost component that will be used in the Bid cost formula)		
Duration (in months) of warranty on all hardware and firmware from the date of use in the 2018 Primary Election by the Yuma County Election Services & Voter Registration Department. Note: the warranty period for all hardware and firmware shall extend until at least the certification of the 2024 Federal General Elections.		
Proposed maintenance cost, support cost, and annual license renewal for the five years after expiration of any warranties provided by the vendor. These maintenance costs shall be for the maintenance and support services specified in the RFB and detailed in the vendor's Bid.		
Proposed maintenance cost and annual license renewal for the additional year after expiration of any warranties provided by the vendor. These maintenance costs shall be for the maintenance and support services specified in the RFB and detailed in the vendor's Bid.		
List and cost of third-party software licenses required for installation and implementation of the system as proposed that are not included in the vendor's cost Bid. (These estimates are very important. The evaluation team will use them to calculate a full cost of ownership of this system. These costs should NOT be included in the vendors cost Bid.)		
	Number of licenses required in the Bid's recommended configuration	Estimated purchase cost per license
Server Operation System (describe)		
Server DBMS (describe)		

Server Backup Software (describe)		
Network Management Software (describe)		
Client Operating System (describe)		
Proposed hourly rate for the vendors to provide software or service enhancements after expiration of any warranties provided by the vendor. These rates must be "fully burdened" reflecting all costs associated with project work including, but not limited to, (1) travel costs to and in the County for onsite work, (2) lodging, meals, and out-of pocket costs associated with travel to and in the County, (3) shipping and delivery costs relating to the project, and (4) telephone and data communication costs associated directly with the project. The rates quoted must be valid during the term of this contract.		
Project Manager		
Business Analyst		

Systems Analyst/Programmer		
System Programmer		
Network Engineer/Designer/Administrator		
Other (specify)		xxxxxx
Other (specify)		xxxxxx
Other (specify)		xxxxxx
Other (specify)		xxxxxx
Other (specify)		xxxxxx