



COLLIN COUNTY

ELECTION VOTING SYSTEM AND SERVICES

RFP 2018-241

**Courtney Wilkerson
Jack Hatchell Administration Building
2300 Bloomdale Road, Ste. 3160
McKinney, TX 75071**

**(P) 972-548-4113 (F) 972-548-4694
cwilkerson@collincountytexas.gov**

Collin County exclusively uses IonWave Technologies, Inc. ([Collin County eBid](#)) for the notification and dissemination of all solicitations. The receipt of solicitations through any other means may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid/proposal non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other means.

LEGAL NOTICE

By order of the Commissioners' Court of Collin County, Texas, sealed proposals will be received by the Purchasing Agent until **2:00 P.M., Thursday, July 26, 2018**, for Request for Proposal **Election Voting System & Services (RFP No. 2018-241)**. A pre-proposal conference will be conducted by Collin County on **Thursday, June 28, 2018 10:00 a.m.** at Collin County Elections, 2010 Redbud Blvd, Suite 102, McKinney, Texas 75069. Proposers shall use lump sum pricing. Contractor must furnish a performance bond within ten (10) consecutive calendar days following award of contract. Funds for payment will be provided through the County budgetary process. Proposers may obtain the RFP Documents at <https://collincountytx.ionwave.net>. Sealed proposals will be opened on **Thursday, July 26, 2018 at 2:00 P.M.** by the Purchasing Agent, 2300 Bloomdale, Suite 3160, McKinney, TX 75071. The Commissioners' Court reserves the right to reject any and all proposals.

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ATTENTION:	CLASSIFIEDS
BILL TO:	ACCOUNT NO 06100315-000
	COMMISSIONERS' COURT

NOTICE TO PUBLISHERS: Please publish in your issue on **Thursday, June 14, 2018, and Thursday, June 21, 2018**. A copy of this notice and the publisher's affidavit must accompany the invoice when presented for payment.

NEWSPAPER:	<u>Plano Star Courier</u>
DATE:	<u>June 12, 2018</u>
FAX:	<u>972-529-1684</u>

Collin County, Texas

Bid Information

Bid Owner Courtney Wilkerson Senior Buyer
Email cwilkerson@co.collin.tx.us
Phone (972) 548-4113 x
Fax (972) 548-4694 x

Bid Number 2018-241
Title Election Voting System & Services
Bid Type RFP
Issue Date 06/12/2018
Close Date 7/26/2018 02:00:00 PM (CT)

Contact Information

Address 2300 Bloomdale Rd.
Ste. 3160
McKinney, TX 75071

Contact Courtney Wilkerson Senior Buyer
Department Purchasing
Building Admin. Building
Floor/Room Ste.3160
Telephone (972) 548-4113 x
Fax (972) 548-4694 x
Email cwilkerson@co.collin.tx.us

Ship to Information

Address

Contact
Department
Building
Floor/Room
Telephone
Fax
Email

Supplier Information

Company Name _____
Contact Name _____
Address _____

Telephone _____
Fax _____
Email _____

Supplier Notes

The undersigned hereby certifies the foregoing proposal submitted by the company listed below hereinafter called "offeror" is the duly authorized agent of said company and the person signing said proposal has been duly authorized to execute same. Offeror affirms that they are duly authorized to execute this contract; this company; corporation, firm, partnership or individual has not prepared this proposal in collusion with any other offeror or other person or persons engaged in the same line of business; and that the contents of this proposal as to prices, terms and conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Signature _____ Date ____ / ____ / ____

Bid Notes

Please login to view documents. Collin County's intent of this Request for Proposal (RFP) and resulting contract is to provide contractors with sufficient information to prepare a proposal for hardware, software, installation, training, maintenance, optional system data migration services and resources to assist prior to early voting and on election days for Election Voting System & Services.

Bid Activities

Date	Name	Description
6/28/2018 10:00 AM (CT)	Pre-Proposal Meeting	An optional pre-proposal conference will be conducted by Collin County on Thursday, June 28, 2018 at 10:00 a.m. at Collin County Elections, 2010 Redbud Blvd, Suite 102, McKinney, Texas 75069.
6/29/2018 05:00 PM (CT)	Deadline to Submit Questions	Deadline to Submit Questions is Friday, June 29, 2018 at 5:00 pm CST.
7/20/2018 05:00 PM (CT)	Intent to Submit Proposal	Do you intend to submit proposal?

Bid Messages

Bid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately

#	Filename	Description
Header	LEGAL_NOTICE-VOTING.doc	Legal Notice
Header	General_Instructions_Proposals.docx	General_Instructions_Proposals
Header	Terms_of_Contract_Proposals.docx	Terms_of_Contract_Proposals
Header	Insurance.doc	Insurance Requirements
Header	CC_ElectionSystem_RFP_PURCHFORMAT_V5 5-25-18CW.docx	Specifications
Header	Attachment A- Requirements-V3_5-25.xlsx	Attachment A - Requirements
Header	Performance Bond.pdf	Performance Bond
Header	Information_Regarding_Conflict_of_Interest_Questionnaire.docx	Information Regarding Conflict of Interest Questionnaire
Header	CIQ_113015.pdf	Conflict of Interest Questionnaire
Header	HB89 Verification.docx	HB89/Chapter 2270 Verification
Header	Bid Invitation.pdf	Bid Document (Complete if Submitting Manual Bid)
Header	W9_2014.pdf	W-9

Bid Attachments Requested

The following attachments are requested with this opportunity

#	Required	Specified Attachment
1	YES	Proposal Response to Section 6.0
2	YES	Pricing : Include attachment with breakdown of cost per item as detailed in Section 6.7.
3	YES	Attachment A- Requirements (Tabs 1-3) : Complete and submit Attachment A- Requirements (Tabs 1-3)
4	YES	Detailed Response to Requirements Attachment
5	YES	HB89
6	YES	W9
7	NO	Conflict of Interest Questionnaire

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Delivery	Delivery will be F.O.B. inside delivery at Collin County designated locations and all transportation charges are to be paid by the supplier to destination. Please state delivery in calendar days from date of order.	_____ (Required)

- 2 Exceptions Do you take exceptions to the specifications. If so, by separate attachment, please state your exceptions. _____ (Required)
Valid Responses: [Please Select], Yes, No
- 3 Insurance I understand that the insurance requirements of this solicitation are required and a certificate of insurance shall be submitted to the Purchasing department if I am awarded all or a portion of the resulting contract. _____ (Required)

Please initial.
- 4 Subcontractors State the business name of all subcontractors and the type of work they will be performing under this contract. _____ (Required)

If you are fully qualified to self-perform the entire contract, please respond with "Not Applicable-Self Perform".
- 5 Reference No. 1 List a company or governmental agency where these same/like products /services, as stated herein, have been provided. _____ (Required)

Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.
- 6 Reference No. 2 List a company or governmental agency where these same/like products /services, as stated herein, have been provided. _____ (Required)

Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.
- 7 Reference No. 3 List a company or governmental agency where these same/like products /services, as stated herein, have been provided. _____ (Required)

Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.
- 8 Cooperative Contracts As permitted under Title 8, Chapter 271, Subchapter F, Section 271.101 and 271.102 V.T.C.A. and Title 7, Chapter 791, Subchapter C, Section 791.025, V.T.C.A., other local governmental entities may wish to also participate under the same terms and conditions contained in this contract. Each entity wishing to participate must enter into an inter-local agreement with Collin County and have prior authorization from vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the local governmental entity requiring supplies/services. Collin County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract. _____ (Required)

Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded, under the same terms and conditions?
Valid Responses: [Please Select], Yes, No
- 9 Preferential Treatment The County of Collin, as a governmental agency of the State of Texas, may not award a contract to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to _____ (Required)

obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252, Subchapter A).

1. Is your principal place of business in the State of Texas?

2. If your principal place of business is not in Texas, in which State is your principal place of business?

3. If your principal place of business is not in Texas, does your state favor resident bidders (bidders in your state) by some dollar increment or percentage?

4. If your state favors resident bidders, state by what dollar amount or percentage.

10 Debarment Certification

I certify that neither my company nor an owner or principal _____ (Required) of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations.

Please initial.

11 Immigration and Reform Act

I declare and affirm that my company is in compliance with _____ (Required) the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America.

I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable by Collin County.

Please initial.

12 Disclosure of Certain Relationships

Chapter 176 of the Texas Local Government Code _____ (Required) requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor.

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

Please send completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071.

Please initial.

13 Anti-Collusion Statement

Bidder certifies that its Bid/Proposal is made without prior _____ (Required) understanding, agreement, or connection with any corporation, firm, or person submitting a Bid/Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in Agreement cancellation, return of materials or discontinuation of services and the possible removal from bidders list.

Please initial.

14 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires _____ (Required)
a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

Section 2252.908 applies only to a contract entered into on or after January 1, 2016.

Please initial.

15 Notification Survey

In order to better serve our offerors, the Collin County Purchasing Department is conducting the following survey. _____ (Required)
We appreciate your time and effort expended to submit your bid. Should you have any questions or require more information please call (972) 548-4165.

How did you receive notice of this request?

Valid Responses: [Please Select], Plano Star Courier, Plan Room, Collin County eBid Notification, Collin County Website, Other

16 Proposer Acknowledgement

Proposer acknowledges, understands the specifications, any and all addenda, and agrees to the proposal terms and conditions and can provide the minimum requirements stated herein. Offeror acknowledges they have read the document in its entirety, visited the site, performed investigations and verifications as deemed necessary, is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in Proposal submittal resulting from Proposer's failure to do so. Proposer acknowledges the prices submitted in this Proposal have been carefully reviewed and are submitted as correct and final. If Proposal is accepted, vendor further certifies and agrees to furnish any and all products/services upon which prices are extended at the price submitted, and upon conditions in the specifications of the Request for Proposal. _____ (Required)

Please initial.

17 Cooperative Contract Name

State the cooperative contract name this quote is offered under. (i.e. TX DIR, TXMAS, TCPN, National IPA, Buyboard, TIPS/TAPS, etc.) If none, answer N/A. _____ (Required)

18 Cooperative Contract Number

State the cooperative contract number this quote is offered under. If none, answer N/A. _____ (Required)

19 Cooperative Contract Website

Please provide the website URL for the cooperative contract this quote is offered under. If none, answer N/A. _____ (Required)

Line Items

#	Qty	UOM	Description	Response
1			State total price per Section 6.7. Include attachment with breakdown as detailed in Section 6.7 and all items necessary to render project complete and operational.	\$ _____ (Optional) No Price

Supplier Notes: _____

1.0 GENERAL INSTRUCTIONS

1.0.1 Definitions

1.0.1.1 Offeror: refers to submitter.

1.0.1.2 Vendor/Contractor/Provider: refers to a Successful Vendor/Contractor/Service Provider.

1.0.1.3 Submittal: refers to those documents required to be submitted to Collin County, by an Offeror.

1.0.1.4 RFP: refers to Request for Proposal.

1.0.1.5 CSP: refers to Competitive Sealed Proposal

1.1 If Offeror does not wish to submit an offer at this time, please submit a No Bid.

1.2 Awards shall be made not more than ninety (90) days after the time set for opening of submittals.

1.3 Collin County is always conscious and extremely appreciative of your time and effort in preparing your submittal.

1.4 Collin County exclusively uses ionWave Technologies, Inc. (Collin County eBid) for the notification and dissemination of all solicitations. The receipt of solicitations through any other company may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other company.

1.5 A submittal may not be withdrawn or canceled by the offeror prior to the ninety-first (91st) day following public opening of submittals and only prior to award.

1.6 It is understood that Collin County, Texas reserves the right to accept or reject any and/or all Proposals/Submittals for any or all products and/or services covered in a Request For Proposal (RFP) and Competitive Sealed Proposal (CSP), and to waive informalities or defects in submittals or to accept such submittals as it shall deem to be in the best interest of Collin County.

1.7 All RFP's and CSP's submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the RFP/CSP number and name. A hard copy paper form submittal shall be manually signed in ink by a person having the authority to bind the firm in a contract. Submittals shall be mailed or hand delivered to the Collin County Purchasing Department.

1.8 No oral, telegraphic or telephonic submittals will be accepted. RFP's and CSP's may be submitted in electronic format via Collin County eBid.

1.9 All Request for Proposals (RFP) and Competitive Sealed Proposals (CSP) submitted electronically via Collin County eBid shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the RFP and/or CSP.

1.10 Time/date stamp clock in Collin County Purchasing Department shall be the official time of receipt for all Request for Proposals (RFP) and Competitive Sealed Proposals (CSP) submitted in hard copy paper form. RFP's, and CSP's received in the Collin County Purchasing Department after submission deadline shall be considered void and unacceptable. Absolutely no late submittals will be considered. Collin County accepts no responsibility for technical difficulties related to electronic submittals.

1.11 For hard copy paper form submittals, any alterations made prior to opening date and time must be initialed by the signer of the RFP/CSP, guaranteeing authenticity. Submittals cannot be altered or amended after submission deadline.

1.12 Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.

1.13 Any interpretations, corrections and/or changes to a Request for Proposal or Competitive Sealed Proposal and related Specifications or extensions to the opening/receipt date will be made by addenda to the respective document by the Collin County Purchasing Department. Questions and/or clarification requests must be submitted no later than seven (7) days prior to the opening/receipt date. Those received at a later date may not be addressed prior to the public opening. Sole authority to authorize addenda shall be vested in Collin County Purchasing Agent as entrusted by the Collin County Commissioners' Court. Addenda may be transmitted electronically via Collin County eBid.

1.13.1 Addenda will be transmitted to all that are known to have received a copy of the RFP/CSP and related Specifications. However, it shall be the sole responsibility of the Bidder/Quoter/Offeror to verify issuance/non-issuance of addenda and to check all avenues of document availability (i.e. **Collin County eBid** <https://collincountyttx.ionwave.net/>, telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Offeror's receipt of any addenda issued. Offeror shall acknowledge receipt of all addenda.

1.14 All materials and services shall be subject to Collin County approval.

1.15 Collin County reserves the right to make award in whole or in part as it deems to be in the best interest of the County.

1.16 Any reference to model/make and/or manufacturer used in specifications is for descriptive purposes only. Products/materials of like quality will be considered.

1.17 Offerors taking exception to the specifications shall do so at their own risk. By offering substitutions, Offeror shall state these exceptions in the section provided in the RFP/CSP or by attachment. Exception/substitution, if accepted, must meet or exceed specifications stated therein. Collin County reserves the right to accept or reject any and/or all of the exception(s)/substitution(s) deemed to be in the best interest of the County.

1.18 Minimum Standards for Responsible Prospective Offerors: A prospective Offeror must meet the following minimum requirements:

1.18.1 have adequate financial resources, or the ability to obtain such resources as required;

1.18.2 be able to comply with the required or proposed delivery/completion schedule;

1.18.3 have a satisfactory record of performance;

1.18.4 have a satisfactory record of integrity and ethics;

1.18.5 be otherwise qualified and eligible to receive an award.

Collin County may request documentation and other information sufficient to determine Offeror's ability to meet these minimum standards listed above.

1.20 Vendor shall bear any/all costs associated with it's preparation of a RFP/CSP submittal.

1.21 Public Information Act: Collin County is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. All information submitted by prospective bidders during the bidding process is subject to release under the Act.

1.22 The Offeror shall comply with Commissioners' Court Order No. 2004-167-03-11, County Logo Policy.

1.23 Interlocal Agreement: Successful bidder agrees to extend prices and terms to all entities that has entered into or will enter into joint purchasing interlocal cooperation agreements with Collin County.

1.24 Bid Openings: All bids submitted will be read at the county's regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should be not construed as a comment on the responsiveness of such bid or as any indication that the county accepts such bid as responsive.

The county will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, Collin County Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The county will notify the successful bidder upon award of the contract and, according to state law; all bids received will be available for inspection at that time.

1.25 Offeror shall comply with all local, state and federal employment and discrimination laws and shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin or any other class protected by law.

2.0 TERMS OF CONTRACT

2.1 A proposal, when properly accepted by Collin County, shall constitute a contract equally binding between the Vendor/Contractor/Provider and Collin County. No different or additional terms will become part of this contract with the exception of an Amendment.

2.2 No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Amendments to the contract will be made in writing by Collin County Purchasing Agent.

2.3 No public official shall have interest in the contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

2.4 The Vendor/Contractor/Provider shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County Employees.

2.5 Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

2.6 Proposals must comply with all federal, state, county and local laws concerning the type(s) of product(s)/service(s)/equipment/project(s) contracted for, and the fulfillment of all ADA (Americans with Disabilities Act) requirements.

2.7 All products must be new and unused, unless otherwise specified, in first-class condition and of current manufacture. Obsolete products, including products or any parts not compatible with existing hardware/software configurations will not be accepted.

2.8 Vendor/Contractor/Provider shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, Subpart F, to its employees and all sub-contractors to insure that Collin County maintains a drug-free work place.

2.9 Vendor/Contractor/Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages (including personal injury and or property damages), or demands of any character, name and description, (including attorneys' fees, expenses and other defense costs of any nature) brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of Vendor/Contractor/Provider's breach of the contract arising from an award, and/or any negligent act, error, omission or fault of the Vendor/Contractor/Provider, or of any agent, employee, subcontractor or supplier of Vendor/Contractor/Provider in the execution of, or performance under, any contract which may result from an award. Vendor/Contractor/Provider shall pay in full any judgment with costs, including attorneys' fees and expenses which are rendered against Collin County and/or participating entities arising out of such breach, act, error, omission and/or fault.

2.10 Expenses for Enforcement. In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

2.11 If a contract, resulting from a Collin County RFP/CSP is for the execution of a public work, the following shall apply:

2.11.1 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before

beginning work, to execute to the governmental entity a Payment Bond if the contract is in excess of \$25,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.11.2 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Performance Bond if the contract is in excess of \$100,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.12 Purchase Order(s) shall be generated by Collin County to the vendor. Collin County will not be responsible for any orders placed/delivered without a valid purchase order number.

2.13 The contract shall remain in effect until any of the following occurs: delivery of product(s) and/or completion and acceptance by Collin County of product(s) and/or service(s), contract expires or is terminated by either party with thirty (30) days written notice prior to cancellation and notice must state therein the reasons for such cancellation. Collin County reserves the right to terminate the contract immediately in the event the Vendor/Contractor/Provider fails to meet delivery or completion schedules, or otherwise perform in accordance with the specifications. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Vendor/Contractor/Provider.

2.14 Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.

2.15 All delivery and freight charges (FOB Inside delivery at Collin County designated locations) are to be included as part of the proposal price. All components required to render the item complete, installed and operational shall be included in the total proposal price. Collin County will pay no additional freight/delivery/installation/setup fees.

2.16 Vendor/Contractor/Provider shall notify the Purchasing Department immediately if delivery/completion schedule cannot be met. If delay is foreseen, the Vendor/Contractor/Provider shall give written notice to the Purchasing Agent. The County has the right to extend delivery/completion time if reason appears valid.

2.17 The title and risk of loss of the product(s) shall not pass to Collin County until Collin County actually receives and takes possession of the product(s) at the point or points of delivery. Collin County shall generate a purchase order(s) to the Vendor/Contractor/Provider and the purchase order number must appear on all itemized invoices.

2.18 Invoices shall be mailed directly to the Collin County Auditor's Office, 2300 Bloomdale Road, Suite 3100, McKinney, Texas 75071. All invoices shall show:

2.18.1 Collin County Purchase Order Number;

2.18.2 Vendor's/Contractor's/Provider's Name, Address and Tax Identification Number;

2.18.3 Detailed breakdown of all charges for the product(s) and/or service(s) including applicable time frames.

- 2.19 Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.
- 2.20 All warranties shall be stated as required in the Uniform Commercial Code.
- 2.21 The Vendor/Contractor/Provider and Collin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.22 The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.
- 2.23 The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Collin County, Texas.
- 2.24 The Vendor/Contractor/Provider shall not sell, assign, transfer or convey the contract, in whole or in part, without the prior written approval from Collin County.
- 2.25 The apparent silence of any part of the specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specification shall be made on the basis of this statement.
- 2.26 Vendor/Contractor/Provider shall not fraudulently advertise, publish or otherwise make reference to the existence of a contract between Collin County and Vendor/Contractor/Provider for purposes of solicitation. As exception, Vendor/Contractor/Provider may refer to Collin County as an evaluating reference for purposes of establishing a contract with other entities.
- 2.27 The Vendor/Contractor/Provider understands, acknowledges and agrees that if the Vendor/Contractor/Provider subcontracts with a third party for services and/or material, the primary Vendor/Contractor/Provider (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Vendor/Contractor/Provider and the third party, including any payment dispute, will be promptly remedied by the primary vendor. Failure to promptly render a remedy or to make prompt payment to the third party (subcontractor) may result in the withholding of funds from the primary Vendor/Contractor/Provider by Collin County for any payments owed to the third party.
- 2.28 Vendor/Contractor/Provider shall provide Collin County with diagnostic access tools at no additional cost to Collin County, for all Electrical and Mechanical systems, components, etc., procured through this contract.
- 2.29 Criminal History Background Check: If required, ALL individuals may be subject to a criminal history background check performed by the Collin County's Sheriff's Office prior to access being granted to Collin County. Upon request, Vendor/Contractor/Provider shall provide list of individuals to Collin County Purchasing Department within five (5) working days.
- 2.30 Non-Disclosure Agreement: Where applicable, vendor shall be required to sign a non-disclosure agreement acknowledging that all information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by vendor, except as provided in the contract/agreement, may cause serious harm or damage to Collin County. Therefore, Vendor agrees that Vendor will not use the information furnished for any purpose other than that stated in contract/agreement, and agrees that Vendor will not either directly or indirectly by agent, employee, or representative disclose this information, either in whole or in part, to any third party, except on a need to know basis for the purpose of evaluating any possible

transaction. This agreement shall be binding upon Collin County and Vendor, and upon the directors, officers, employees and agents of each.

2.31 Vendors/Contractors/Providers must be in compliance with the Immigration and Reform Act of 1986 and all employees specific to this solicitation must be legally eligible to work in the United States of America.

2.32 Certification of Eligibility: This provision applies if the anticipated Contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a bid or proposal in response to this solicitation, the Offeror certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of proposal submission and time of award, the Offeror will notify the Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.

2.33 Notice to Vendors/Contractors/Providers delivering goods or performing services within the Collin County Detention Facility: The Collin County Detention Facility houses persons who have been charged with and/or convicted of serious criminal offenses. When entering the Detention Facility, you could: (1) hear obscene or graphic language; (2) view partially clothed male inmates; (3) be subjected to verbal abuse or taunting; (4) risk physical altercations or physical contact, which could be minimal or possibly serious; (5) be exposed to communicable or infectious diseases; (6) be temporarily detained or prevented from immediately leaving the Detention Facility in the case of an emergency or "lockdown"; and (7) subjected to a search of your person or property. While the Collin County Sheriff's Office takes every reasonable precaution to protect the safety of visitors to the Detention Facility, because of the inherently dangerous nature of a Detention Facility and the type of the persons incarcerated therein, please be advised of the possibility of such situations exist and you should carefully consider such risks when entering the Detention Facility. By entering the Collin County Detention Facility, you acknowledge that you are aware of such potential risks and willingly and knowingly choose to enter the Collin County Detention Facility.

2.34 Delays and Extensions of Time when applicable:

2.34.1 If the Vendor/Contractor/Provider is delayed at any time in the commence or progress of the Work by an act or neglect of the Owner or Architect/Engineer, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Vendor/Contractor/Provider's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Owner or Architect/Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner/Architect/Engineer may determine.

2.34.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction.

2.35 Disclosure of Certain Relationships: Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send

completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071.

2.36 Disclosure of Interested Parties: Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section. Section 2252.908 applies only to a contract entered into on or after January 1, 2016.

2.37 Vendors/Contractors/Providers must be in compliance with the provisions of Section 2270.001 of the Texas Government Code which states a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and, (2) will not boycott Israel during the term of the contract. By submitting a response to a Collin County solicitation, the vendor will be required to sign the Chapter 2270 Verification form prior to a recommendation of the contract. This Act is effective September 1, 2017.

2.38 Vendors/Contractors/Providers must be in compliance with the provisions of Section 2252.152 and Section 2252.153 of the Texas Government Code which states, in part, contracts with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations are prohibited. A governmental entity may not enter into a contract with a company that is listed on the Comptroller of the State of Texas website identified under Section 806.051, Section 807.051 or Section 2253.253 which do business with Iran, Sudan or any Foreign Terrorist Organization. This Act is effective September 1, 2017.

NOTE: All other terms and conditions (i.e. Insurance Requirements, Bond Requirements, etc.) shall be stated in the individual RFP/CSP Solicitation documents as Special Terms, Conditions and Specifications.

3.0 INSURANCE REQUIREMENTS

3.1 Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

3.1.1 **Commercial General Liability** insurance including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability. Coverage must be written on occurrence form.

- Each Occurrence: \$1,000,000
- Personal Injury & Adv. Injury: \$1,000,000
- Products/Completed Operation Aggregate: \$2,000,000
- General Aggregate: \$2,000,000

3.1.2 **Workers Compensation** insurance as required by the laws of Texas, and Employers' Liability.

Employers' Liability

- Liability, Each Accident: \$500,000
- Disease-Each Employee: \$500,000
- Disease – Policy Limit: \$500,000

3.1.3 **Commercial Automobile Liability** insurance which includes any automobile (owned, non-owned, and hired vehicles) used in connection with the contract.

- Combined Single Limit – Each Accident: \$1,000,000

3.1.4 **Professional/Errors & Omissions Liability** insurance with a two (2) year extended reporting period. If you choose to have project coverage endorsed onto your base policy, this would be acceptable.

- Each Occurrence/Aggregate: \$1,000,000

3.1.5 **Umbrella/Excess Liability** insurance.

- Each Occurrence/Aggregate: \$10,000,000

3.1.6 **Cyber Security**

- Each Occurrence: \$1,000,000
- Policy Aggregate: \$3,000,000

3.2 With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

3.2.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be provided for General Liability, Commercial Automobile Liability, Umbrella/Excess Liability, Cyber Security and Workers' Compensation.

3.2.2 The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.

3.2.3 All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.

3.2.4 All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.

3.2.5 All copies of Certificates of Insurance shall reference the project/contract number.

3.3 All insurance shall be purchased from an insurance company that meets the following requirements:

3.3.1 A financial rating of A-VII or higher as assigned by the BEST Rating Company or equivalent.

3.4 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

3.4.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

3.4.2 Sets forth the notice of cancellation or termination to Collin County.

4.0 EVALUATION CRITERIA AND FACTORS

- 4.1 The award of the contract shall be made to the responsible contractor, whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other factors set forth in the Request for Proposals in accordance with Vernon's Texas Code Annotated, Local Government 262.030.

The Evaluation Committee will review all proposals received by the opening date and time as part of a documented evaluation process. For each decision point in the process, the County will evaluate contractors according to specific criteria and will elevate a certain number of contractors to compete against each other. The proposals will be evaluated on the following criteria.

The County will use a competitive process based upon "selection levels." The County recognizes that if a contractor fails to meet expectations during any part of the process, it reserves the right to proceed with the remaining contractors or to elevate a contractor that was not elevated before. The selection levels are described in the following sections.

The first part of the elevation process is to validate the completeness of the proposal and ensure that all the RFP guidelines and submittal requirements are met. Contractors may, at the discretion of the County, be contacted to submit clarifications or additional information within two business days. Incomplete or noncompliant RFPs may be disqualified.

Level 1 - Conformance with Mandatory Technical Requirements

Criteria assessed during Level 1:

- Proposal of an election system not certified by the Texas Secretary of State, under Section 123.035 of the Texas Election Code, will lead to disqualification.
- Conformance with RFP guidelines and submittal requirements to include proposal response to Section 6.7, Pricing/Fees, Section 6.9, Attachment A – Requirements (Tabs 1-3), and Detailed Response to Requirements.

Level 2 – Detailed Proposal Assessment

The Evaluation Committee will conduct a detailed assessment of all proposals elevated to this Level. Proposals may earn up to 100 Points based on evaluated criteria. Criteria evaluated in Level 2 include:

Points	Description
55	Response and compliance with Attachment A-Requirements (Proposal Format Item 6.9) (Maximum of 55 Points) • Attachment A- Requirements, Tab 1 General Technical Requirements (Maximum of 20 Points) • Attachment A- Requirements, Tab 2 Voting System Requirements

	(Maximum of 20 Points) Attachment A- Requirements, Tab 3 Maintenance Requirements (Maximum of 15 Points)
25	Qualifications of the Firm/Experience/Credentials (Proposal Format Item 6.2; 6.3; 6.8)
20	Project Plan/Time Schedule (Proposal Format Item 6.4; 6.6)

It is anticipated that Collin County will elevate proposals scoring at least 70 points (70%) to Level 3.

Level 3 – Cost (Maximum 30 Points)

Contractors who are elevated to level 3 will have their points combined from level 2 for a maximum of 130 points total.

Points	Description
20	Total Cost including warranty and trade in value. (Proposal Format Item 6.7)
10	Election Services (Proposal Format Item 6.7.8)

Level 4 – Demonstration of Solution (Maximum 50 Points)

The following criteria are optional, at the County’s discretion, and will be used to evaluate those Contractors elevated for on-site product demonstrations and implementation interviews.

Points	Description
30	Product Demonstration and Interview
20	References (Proposal Format Item 6.5)

Product Demonstrations Interviews

During the demonstrations and interviews, the County will assess the “look and feel” of the proposed product using detailed scripts tailored to reflect County business processes. Several of the other evaluation criteria will be clarified and refined, including the implementation strategy and plan, technology compatibility, ability to meet business requirements, and cost. In addition to the scripted demonstrations, the County will request that all Contractors elevated to this level staff a product lab to allow County staff to “touch and feel” the product with Contractor staff available to respond to questions.

Experience and References

The County will contact the references. These references will be asked a series of questions regarding their satisfaction with the solution and the performance of the implementation supplier.

Proposals may be re-evaluated based upon Criteria in level 2.

Level 5 - Best and Final Offer

Contractors who are susceptible of receiving award will be elevated to Level 5 for Best and Final Offer. Contractor will be asked to respond in writing to issues and questions raised by the County as well as any other cost and implementation planning considerations in the proposal,

and may be invited to present their responses on-site. Proposals may be re-evaluated based upon Criteria in level 2, 3 and 4.

Based on the result of the Best and Final Offer evaluation, a single contractor will be identified as the finalist for contract negotiations. If a contract cannot be reached after a period of time deemed reasonable by the County, it reserves the right to contact any of the other contractors that have submitted bids and enter into negotiations with them.

5.0 SPECIAL CONDITIONS AND SCOPE OF SERVICES

5.1 Authorization: By order of the Commissioners' Court of Collin County, Texas sealed proposals will be received for **Election Voting System & Services**.

5.2 Intent of Request for Proposal: Collin County's intent of this Request for Proposal (RFP) and resulting contract is to provide contractors with sufficient information to prepare a proposal for hardware, software, installation, training, maintenance, optional system data migration services and resources to assist prior to early voting and on election days for **Election Voting System & Services**.

5.3 Term: Provide for a contract commencing on the date of the award and continuing until project is complete and enter into a (5) five year maintenance agreement with optional annual renewals after the five-year term. Maintenance agreements shall automatically renew on the term anniversary date unless either party provides thirty (30) days written notice of non-renewal. Proposals shall not begin to assess maintenance charges until the system is operational at Collin County and the Election's Department has formally accepted the system in a production capacity.

Section 123.035 of the Texas Election Code will determine the start date of any awarded contract based on this proposal and no contract may be finalized until the Texas Secretary of State has provided approval.

5.4 Pre-Proposal Conference: An **optional** pre-proposal conference will be conducted by Collin County on **Thursday, June 28, 2018 at 10:00 a.m.** at Collin County Elections, 2010 Redbud Blvd, Suite 102, McKinney, Texas 75069. It is the contractor's responsibility to review the site and documents to gain a full understanding of the requirements of the RFP. All contractors desiring to submit a proposal are encouraged to have a representative at the pre-proposal conference.

5.5 Point of Contact: Information regarding the purchasing process and the contents of this RFP may be obtained from the Collin County Department or email cwilkerson@co.collin.tx.us, Courtney Wilkerson, Senior Buyer.

5.6 Funding: Funds for payment will be provided through the County budgetary process. State of Texas statutes prohibit the County from any obligation of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that arise past the end of the current Collin County fiscal year shall be subject to budget approval.

During budget planning and adoption, should Commissioners Court not approve funding for this Contract for the following fiscal year the County will not proceed with award.

5.7 Completion/Response Time: Contractor shall place product(s) and/or complete services at the County's designated location within the number of calendar days according to the schedule proposed by contractor in section 6.6.

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- 5.8 Delivery/Setup/Installation Location: Delivery shall include assembly, setup and installation and shall be included in proposal. Below is the address for work to be completed.

Collin County Elections
2010 Redbud Blvd, Suite 102
McKinney, Texas 75069

- 5.9 Freight/Delivery Charges: Any freight or delivery charges shall be included in the submitted pricing. No additional fees for delivery/freight/fuel surcharges or other fees shall be invoiced or paid by Collin County.
- 5.10 Samples/Demos: When requested, samples/demos shall be furnished free of expense to Collin County.
- 5.11 Approximate Value/Usage: Approximate usage does not constitute an order, but only implies the probable quantity the County will use. Estimated expenditure is 10,000,000.
- 5.12 Background Check: All Contractor employees that will be working on site or by VPN shall pass a background check performed by Collin County before any work may be performed. The selected contractor shall be provided the required information for background checks.
- 5.13 Subcontractors: Contractor shall state names of all subcontractors and the type of work they will be performing. If an contractor fails to specify a subcontractor, then he shall be deemed to have agreed that he is fully qualified to perform the contract himself, and that he will fully perform the contract himself.

No bidder whose bid is accepted shall (a) substitute any subcontractor, or (b) permit a subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original proposal without approval in writing from the Collin County Purchasing Department.

The successful bidder further agrees that Collin County and its agents, servants and employees shall not be liable for any loss or damage resulting from personal injury, physical loss, harassment of or discrimination against employee or other violations of the provisions of this contract occasioned by the acts or omissions of the successful bidder's sub-contractors, their agents or employees. The indemnification provisions of this contract shall apply to all sub-contractors.

- 5.14 Confidential or Proprietary Information: Collin County is subject to the Texas "Public Information Act", Texas Government Code Chapter 552. Contractors shall identify those portions of their proposals that they deem to be confidential, proprietary information or trade secrets. Contractors shall clearly indicate each and every section to which this applies. It is not sufficient to preface the entire proposal with a proprietary statement. State of Texas Attorney General retains the final authority as to the extent of material that is considered proprietary or confidential.
- 5.15 Performance Bond: A performance bond in the amount of one hundred percent (100%) of the total contract price be required of the successful contractor upon award of contract. The bond shall remain in effect for the term of the contract.

5.16 PROPOSAL SCHEDULE

Collin County reserves the right to change the schedule of events as it deems necessary.

RFP Released	Tuesday, June 12, 2018
Pre-Proposal Conference	Thursday, June 28, 2018 at 10:00am
Deadline for submission of questions	Friday, June 29, 2018 at 5:00pm
Proposals Due:	Thursday, July 26, 2018 at 2:00pm
Demos/Interviews:	Approx. Dates Monday, September 17, 2018- Friday, September 21, 2018
Award of RFP:	January 2019

5.17 PURPOSE/SCOPE OF WORK

Description of Current System:

The County currently utilizes a direct recording election (DRE) system maintained by Dominion systems. The solution consists of approximately 1800 DRE units, five (5) optical ballot scanners, a Dominion tabulation server secured by a physically segregated network at the Elections office, a voter registration and certification system maintained by Votec and approximately 260 Windows 10 based laptops used in the field to support voter certification at the vote centers.

Collin County operates vote centers, for both early and Election Day voting, in accordance with section 43.007(d)(4) of the Texas Election Code. In a vote center, any county registered voter may go to any voting location, during early voting or on Election Day, to cast their vote.

The Votec system is used to “check in” voters at early voting and Election Day Vote Center sites and identify which ballot style, based on the voter’s precinct, is to be coded to a removable media card which is provided to the voter. The voter takes the media card to any open voting system, loads the media card to access the ballot, casts their vote, and then returns the card to elections personnel.

The solution shall integrate the Votec voter registration system to the vote recording and tabulation system to reduce and minimize human interaction as much as possible.

Description of Current Services:

The elections department contracts with our current election vendor, Dominion for the following services during election periods:

- One on-site project management person for counting station operations including logic and accuracy testing of equipment and ballot accumulation processes during elections.
- Ballot coding services for voting equipment and counting station equipment used in elections.
- Generation and printing of ballots, test ballots, sample ballots and generic sample ballots.
- Temporary workers provided through a temp agency, 5-15 workers that are trained by Dominion for election department warehouse services during election cycles. The number of workers and time of service needed varies depending on the size of the election. (Note –

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work hours for the temps will mostly involve 40 hour work weeks, Monday- Friday, prior to early voting periods and election day. Overtime is necessary during early voting and Election Day because of state mandated 12-hour voting periods).

- Annual maintenance and repair services on voting equipment.

Description of Election Data, Demographics, and Processes

Collin County has 226 precincts, 24 of which have been added in just the past three (3) years due to growth, and over 50 political subdivisions encompassing cities, independent school districts, special districts, and a community college. The county is responsible for conducting elections covering federal, state, and local races. The county has several entities, split between Collin County and surrounding contiguous counties, which do not support vote centers, which adds additional complexity when communicating the vote center message to our constituents.

At the release of this RFP, the county had over 550,000 registered voters. The county anticipates that the number of registered voters will increase to 590,000 by May 2019 and will grow to 620,000 for the November 2019 election. Using the March primary as the benchmark election, the county has seen the following historical growth:

- March 2016 – 501,224
- March 2014 – 465,000
- March 2012 – 435,397
- March 2010 – 414,070

The Collin County Elections Department conducts primaries for the Democratic and Republican Parties. Primary elections occur in March of even-numbered years with Primary runoffs slated in May. At this time, only the Democratic and Republican Parties hold primary elections in Texas. Collin County runs primaries where both parties vote in the same location and share all voting system equipment. Texas voters do not register as members of a specific political party. They declare party affiliation when they arrive to vote in a primary election. Upon check-in at a Primary election polling location, a voter requests and votes either Democratic or Republican Party ballot. The voter must maintain party consistency between the Primary and Primary Runoff elections and may not cross over vote to the opposing party's runoff election.

Other political parties like the Green and Libertarian Parties conduct conventions to determine their candidates for the General Election. A person who does not claim a political party can file as an independent candidate on the General Election ballot.

In an average year, the Collin County Elections Department usually conducts three (3) to (6) six elections per year. Odd-numbered years will likely consist of a May election with a possible June runoff and a November election. Even-numbered years likely consist of March Democratic and Republican primary elections with a possible May runoff, a May local election with a possible June runoff, and a November election with a possible December runoff. Other special elections and runoff election are also possible.

Texas election law allows certain voters to vote by mail. Voters must first qualify to vote by mail in Texas prior to being able to request a mail ballot. Requirements for eligibility are that voters be:

- 65 years of age or older;
- Out of the county during the entire election period;
- Sick or disabled; or
- Confined in jail but eligible to vote.

Uniformed service members, their families, and citizens residing outside of the United States are also eligible to vote using a Federal Post Card Application (FPCA).

Texas law provides for the use of provisional and limited ballots. Both these instances require election workers to follow special procedures and for voting equipment to accommodate these unique situations. Provisional voting (Section 63.011 of the Texas Election Code) allows a voter whose name does not appear on the list of registered voters (due to possible administrative error) to vote. Provisional ballots, held separate from regular ballots, do not get processed until a review of the voter's record is complete. Limited ballots (Chapter 112 of the Texas Election Code), issued when a voter has moved to a new county and has not re-registered, requires a ballot be created to provide the federal, statewide, and local district races that are similar between the voter's new and old county.

Included in the specifications below are the following Illustrations.

Refer to Illustrations 1 and 2 at the end of this section for an example of our current configuration.

Refer to Illustrations 3 and 4 for detailed pictures of required cabinets.

Refer to Illustration 5 for detailed pictures of the "in cabinet" charging.

5.18 REQUIREMENTS

The County seeks proposals meeting or exceeding the following requirements:

Procurement, delivery, installation, set-up, configuration, testing, and validation of a consolidated Election Voting System delivering the requirements outlined in Attachment A – Requirements (Tabs 1-3). Complete Attachment A and submit in accordance with section 6.9.

5.19 ELECTION SERVICE REQUIREMENTS

The following requirements will be an ongoing service through the term of the contract.

Work hours for the following services will mostly involve 40 hour work weeks, Monday- Friday, prior to early voting periods and election day. Overtime is necessary during early voting and Election Day because of state mandated 12-hour voting periods.

5.19.1 One (1) resource, who is a dedicated staff member for approximately 12 weeks out of the year, to assist with following tasks onsite at the Collin County Election Office:

5.19.1.1 Ballot coding to be completed onsite at Collin County Election office three (3) to six (6) weeks prior to an election start, based upon needs of each specific election as determined by the Collin County Elections Administrator

- 5.19.1.1.1 This shall include but not be limited to ballot design, coding, development, and testing of ballot styles
- 5.19.1.2 This work shall be completed onsite at the Collin County Elections office
- 5.19.1.3 Provide onsite production support during elections, including central counting station operations.
- 5.19.1.4 Post-election support for one (1) week after or until tabulation of final election results, whichever comes later
- 5.19.1.5 Office space and equipment will be made available to the resource
- 5.19.2 Multiple warehouse temporary personnel to assist with the following tasks:
 - 5.19.2.1 Election Equipment Support personnel to augment existing election's asset management team members
 - 5.19.2.1.1 These resources shall be trained Contractor personnel and will work onsite with Collin County Elections staff to assist with equipment preparation, testing, deployment, and supporting election systems to the polling sites
 - 5.19.2.1.2 The number of resources to be provided will vary by the election and the number of staff to be provided will be determined by the Collin County Election Administrator

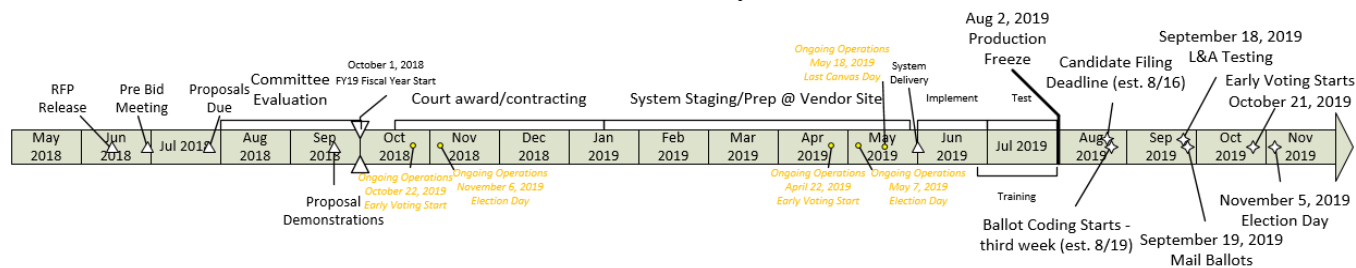
5.20 TIME SCHEDULE

Collin County's preferred timeline will roughly follow the schedule below.

- | | |
|---------------------------|---|
| ▪ Mid June 2018 | RFP Release and Response Submissions |
| ▪ July – October 2018 | RFP Evaluation and Final Selection |
| ▪ Mid September 2018 | Demonstrations of Elevated Proposals |
| ▪ October 1, 2018 | Fiscal Year 2019 Starts |
| ▪ Oct 2018 – Mid Jan 2019 | Commissioner Court award and contracting process |
| ▪ October 22, 2018 | <i>On-going Operations: November 2018 Early Voting</i> |
| ▪ November 6, 2018 | <i>On-going Operations: November 2018 Election Day</i> |
| ▪ November 11, 2018 | <i>On-going Operations: Nov 2018 Recount Deadline</i> |
| ▪ November 17, 2018 | <i>On-going Operations: Nov 2018 Canvas Results</i> |
| ▪ Mid-February 2019 | <i>On-going Operations: Candidate Filing Deadline</i> |
| ▪ 3rd Week February 2019 | <i>On-going Operations: Ballot Coding Starts</i> |
| ▪ March 20, 2019 | <i>On-going Operations: Logic and Accuracy Testing</i> |
| ▪ March 21, 2019 | <i>On-going Operations: Mail Ballot printing starts</i> |
| ▪ April 23, 2019 | <i>On-going Operations: Early Voting Starts</i> |
| ▪ May 7, 2019 | <i>On-going Operations: Election Day</i> |
| ▪ May 18, 2019 | <i>On-going Operations: Canvas Date</i> |
| ▪ May 2019 | Begin equipment preparation |
| ▪ June 2019 | Removal and breakdown of equipment and System Delivery to Collin County |
| ▪ June 2019 | System Implementation |
| ▪ June – July 2019 | System Test |

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- | | |
|------------------------------------|-----------------------------|
| ▪ Mid-June – July 2019 | Training |
| ▪ August 2, 2019 | Production Freeze |
| ▪ Mid-August 2019 | Candidate Filing Deadline |
| ▪ 3 rd Week August 2019 | Ballot Coding Starts |
| ▪ September 18, 2019 | Logic and Accuracy Testing |
| ▪ September 19, 2019 | Mail Ballot printing starts |
| ▪ October 21, 2019 | Early Voting Starts |
| ▪ November 5, 2019 | Election Day |



Illustrations 1 and 2:



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Illustration 3 and 4:



Illustration 5:



6.0 PROPOSAL FORMAT

In accordance with the directions below, contractor shall provide a response for each item in Section 6.2-6.9 in order and include item numbers in response. Answer all questions fully, clearly, and concisely, giving complete information. Do not skip items. Do not refer to other parts of your proposal for the answers. You may not modify either the order or language of the question. Responses shall include a statement of “agree”, “confirmed”, “will provide”, “not applicable”, or “exception taken” along with any additional information. If an item is “not applicable” or “exception taken”, contractor shall state that and refer to Section 7.0 Exceptions, with explanation.

Contractor shall adhere to the instructions in this request for proposals on preparing and submitting the proposal. If contractor does not follow instructions regarding proposal format, points will be deducted during the evaluation process.

- 6.1 PROPOSAL DOCUMENTS:** To achieve a uniform review process and to obtain a maximum degree of comparability, the proposal shall, at a minimum include a Table of Contents detailing sections and corresponding page numbers.

- 6.1.1 Proposals may be submitted online via <http://collincountytx.ionwave.net> or submitted via CD-ROM or Flash Drive. Electronic submissions are preferred.
- 6.1.2 If submitting manually, proposal shall be submitted in a sealed envelope or box with RFP name, number, and name of firm printed on the outside of the envelope or box. Manual submittals shall be sent/delivered to the following address and shall be received prior to the date/time for opening:

Collin County Purchasing
2300 Bloomdale, Suite 3160
McKinney, TX 75071

Paper copies shall be printed on letter size (8 ½ x 11) paper and assembled using spiral type bindings, staples, or binder clips. Do not use metal-ring hard cover binders. Manual submittals shall include an electronic copy in a searchable format.

It shall be the responsibility of the contractor to insure that their proposal reaches Collin County Purchasing prior to the date/time for the opening no matter which submission method is used.

6.2 FIRM OVERVIEW

The contractor is requested to define the overall structure of the Firm to include the following:

- 6.2.1 A descriptive background of your company’s history.
- 6.2.2 State your principal business location and any other service locations.
- 6.2.3 State the address and normal business hours of your local service location and list the number of technical support personnel assigned to this work location. Should a service location not exist in the Collin County region please list your nearest service location to the county.
- 6.2.4 How long have you been providing voting systems?
- 6.2.5 State the number and location of installations where your services are in use.
- 6.2.6 Does your solution require third party software? If yes, explain.

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- 6.2.7 Describe plan to keep Collin County up to date on current changes and operating systems, during the term of the contract.
- 6.2.8 Identify any terminated public sector projects. Disclose the jurisdiction and explain the termination.
- 6.2.9 Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
- 6.2.10 List of all lawsuits resulting in award (in or outside of court) to a client and provide basis and finding of any settlement.

6.3 **PROPOSED PROJECT TEAM/STAFF QUALIFICATIONS/ EXPERIENCE/ CREDENTIALS**

- 6.3.1 Provide credentials, qualifications as well as experience for each team member or key personnel on the project.
- 6.3.2 Provide name, job title, responsibilities, project management practices, role on the project, and number of years they have been in the role.

6.4 **PROPOSED PROJECT PLAN**

- 6.4.1 Provide an implementation plan for the proposed product(s)/service(s) to include but not limited to the following areas:
 - 6.4.1.1 Project Plan to include all necessary components to render it a complete and operational system
 - 6.4.1.2 Proposed Project Plan showing, at a minimum, the following key areas:
 - 6.4.1.2.1 Installation
 - 6.4.1.2.2 Education and Training
 - 6.4.1.2.3 Testing and Support
 - 6.4.1.2.4 Optional data migration services
 - 6.4.1.2.5 On-site election support resources
 - 6.4.1.3 Documentation samples showing the work product the county may expect to receive covering:
 - 6.4.1.3.1 Warranty/Maintenance
 - 6.4.1.3.2 Configuration and programing details
 - 6.4.1.3.3 As-Built Diagrams
- 6.4.2 Provide a complete documentation set of all project documents including, but not limited to, configuration notes, MS Visio diagrams, as-built drawings and other installation materials.
- 6.4.3 The County will provide an enterprise project implementation resource to oversee and coordinate integration of the requirements. Contractor shall include a description of how they will interact with this resource.

6.5 **REFERENCES**

- 6.5.1 Provide a minimum of three (3) references. Include the following information for each reference; the name and address of the organization, as well as the name, position, email

and telephone number of the contact in the referred organization. References with similar projects and users are preferred.

- 6.5.1.1 Describe the services provided, the start date, months to complete and the total cost of project. Include organizations that have completed similar in scope projects in the last 2 years.

6.6 TIME SCHEDULE

- 6.6.1 Provide a schedule for each phase of the proposed project beginning with program development and ending with the date of operation to minimize the duration of the implementation. The schedule shall include all tasks that will require time in the process, such as County review (identify amount of time assumed for each task). All work shall be performed during normal business hours (Monday – Friday, 8am – 5pm). Weekend and after hours work will not be permitted.

6.7 PRICING/FEES

Contractor shall provide a bill of materials for the appropriate categories below. Provide the total cost for each category showing a breakdown by item. Include all items necessary to render project complete and operational.

- 6.7.1 Implementation Services:
- Installation (Cabling shall be included as a part of Installation cost)
 - Testing
 - Configuration
 - Data Migration Costs
- 6.7.2 Hardware Cost
- Consumables (Refer to Attachment A - Tab 2 Voting System Requirements, VSR 29.00 for more information.)
- 6.7.3 Software Cost
- 6.7.4 Hardware Maintenance for years 1-5
- 6.7.6 Software Maintenance for years 1-5
- 6.7.6 Not to exceed expenses
- 6.7.7 Cost for yearly support agreements after initial 5 year term
- 6.7.8 Election Services
- 6.7.8.1 One (1) onsite resource (Refer to Section 5.19.1 for details)
- 6.7.8.1.2 State not to exceed cost for the following elections:
- 6.7.8.1.2.1 Primary Election
 - 6.7.8.1.2.2 Primary Runoff Election
 - 6.7.8.1.2.3 General Elections-Political Jurisdiction
 - 6.7.8.1.2.4 General Runoff Election-Political Jurisdiction
 - 6.7.8.1.2.5 General Election (Odd year)
 - 6.7.8.1.2.6 General Election (Even year)
- 6.7.8.2 Warehouse Temporary Personnel (Refer to 5.19.2 for details)

The scenario below is for evaluation purposes only. During the term of the contract, The Collin County Election Administrator will provide the number of resources needed for each election. Services will be based on the hourly rate provided.

6.7.8.2.1 State hourly rate

6.7.8.2.3 State total not to exceed cost for the following:

6.7.8.2.2.1 Five (5) temporary workers for five (5) weeks at 40 hours per week.

6.7.9 OPTIONAL LINE ITEMS

6.7.9.1 Rental of Additional equipment

6.7.9.2 Trade in value for existing voting system fleet. The existing equipment is listed below. The total trade in value will be credited towards the total proposed price.

6.7.9.2.1 R6 Machines: 996

R7 Machines: 1805

6.7.9.3 Purchase and delivery of fifty (50) Election Supply Carrier (ESC) cabinets including shipping.

6.7.9.3.1 The ESC cabinets shall match the existing fleet of 150 ESC units

6.7.9.3.2 Collin County currently uses the ESC14 cabinet from Election Works

6.7.9.3.3 Refer to Illustrations 3 and 4 for detailed pictures of required cabinets

6.7.10 Submit a Milestone Payment Plan for the proposal

6.7.10.1 Collin County suggested milestone payment plan is:

- Delivery of required hardware/software
- Installation and configuration of hardware/software
- Successful test election
- Signed system acceptance letter
 - o This will mark the start date for assessed maintenance

6.8 SIMILAR PROJECTS INVOLVED WITH

6.8.1 Provide a list of other similar projects that you are involved with currently or will be involved with during the duration of this project.

6.9 REQUIREMENTS

6.9.1 Contractor shall respond to all requirements in Attachment A-Requirements (Tab 1- General Technical Requirements, Tab 2- Voting System Requirements and Tab 3- Maintenance Requirements).

6.9.1.1 Requirements that require a detailed response shall be submitted as attachment with named "Detailed Response to Requirements". The responses shall be in order and include the reference numbers within this document. Acknowledgement of response on this sheet is required and reference of location of response shall be referenced in the comment section of this document.

6.9.1.2 Any responses that are answered as a yes mean that the system will fully comply with no setup required, configurable with no changes to source code, or are provided with reporting tool. If the functionality is not available at this time the response shall be answered as no and shall be included in your proposal as "exceptions" with further explanation. Refer to Section 7.0 of the specifications for more details on Exceptions.

7.0 EXCEPTIONS

Instructions for completing section:

The exception table shall be completed for any exception from requirements identified in this RFP. Please complete the following worksheet listing any and all exceptions from the information requested in the Request for Proposal. Attach additional pages as needed. If no exceptions are listed it is understood that the contractor has agreed to all RFP requirements, even if a notation is referenced in an individual section.

Section Number/ Question Number	Required Service You are Unable to Perform	Steps Taken to Meet Requirement

IMPORTANT INFORMATION: Requirements that require a detailed response shall be submitted as attachment with titled "Detailed Response to Requirements". The responses shall be in order and include the reference numbers within this document. Acknowledgement of response on this sheet is required and reference of location of response shall be referenced in the comment section of this document. Any responses that are answered as a yes mean that the system will fully comply with no setup required, configurable with no changes to source code, or are provided with reporting tool. If the functionality is not available at this time the response shall be answered as no and shall be included in your proposal as "exceptions" with further explanation. Refer to Section 7.0 of the specifications for more details on Exceptions.			Requirements that have a (*) require a detailed response.	Yes System currently performs these functions and/or agree to requirement	No System does not perform this function and/or cannot agree to requirement	Written Response: Include additional comments below. If you need additional space please include with your submittal attachment titled "Detailed Response to Requirements" and note accordingly below.
Reference Number GENERAL TECHNICAL REQUIREMENTS						
GEN	1.00	All suites/modules/applications of the solution are fully integrated. Specifically, updating of any data element occurs only once, and is then reflected throughout all areas of the application.				
GEN	2.00	System does not require system administrator level access to the database server (i.e. SQL Administrator - SA access) and can utilize an access service account defined by the county.				
GEN	3.00	Use of multiple types of network connections including:				
GEN	3.01	TCP/IP				
GEN	3.02	Ethernet				
GEN	4.00	System can function within an air gapped network with no outside connection to either the county domain or the Internet				
GEN	5.00	System is fully browser based (i.e., all suites/modules/applications) and no client side code or client resident application installation is required for normal end user access.				
The following technical requirements represent Collin County Information Technology standards. This information is for general guidance to inform Contractors of existing areas of knowledge and skills. Contractors should not feel constrained to propose only solutions based on these technologies. If an alternate technology is proposed, the Contractor should provide on-going operational support options as part of the solution.						
GEN	6.00	SERVER COMPONENTS: Server side components should be installed on Cisco rack mount UCS server to be procured by contractor and installed in the Elections department tabulation room connected to a private physical network				
GEN	6.01	Server components should utilize the Windows Server 2012 R2 operating system				
GEN	7.00	Should the contractor recommend operating the system within a virtualized environment				
GEN	7.01	The virtualization software should be VMware				
GEN	7.02	Server components should operate on the VMware ESXi 5.5 and/or ESXi 6.0 platform, Note: the county will soon migrate to ESXi 6.5 as the county standard				
GEN	8.00	DATABASE COMPONENTS: Database components are preferred to be supported on Microsoft SQL Server 2014 Service Pack 1				
GEN	8.01	Proposals based on database solutions other than Microsoft SQL Server shall include ongoing database maintenance and support provided by the Contractor in accordance with the support requirements.	*			
GEN	9.00	NETWORK COMPONENTS: Network equipment required for this solution shall comply with the County equipment standards and utilize Cisco network equipment and Panduit horizontal cable components, in the event contractor is proposing to extend network.				
GEN	9.01	A physically segregated Panduit based network currently exists within the Elections Department tabulation room to support this system				
GEN	10.00	WORKSTATION COMPONENTS: Any end user access to the solution should be browser based with no dedicated agent computer installation required				
GEN	10.01	Solution should include an embedded access control application for system administration, user setup and event viewing which is accessed via any standard Web browser based on defined user roles				

GEN	11.00	The selected Contractor will be required to provide an electronic copy of an MS Visio file showing how the architected solution will be installed at the County				
GEN	12.00	The diagram(s) will show any required network connections and communication paths within the County and how the data is transferred between the proposed voting machines and the tabulation server				
TEST, TRAIN, AND GO-LIVE SUPPORT						
GEN	13.00	The Contractor shall propose, develop, and execute a testing plan approved by the County. The County can provide a test election to be approved.				
GEN	14.00	The Contractor shall propose, develop and execute a training plan to enable County personnel to support the solution. The training plan will, at a minimum, cover the following knowledge areas:				
GEN	14.01	Provide training program materials and details for Elections staff training for programming, troubleshooting and general maintenance				
GEN	14.02	Provide training program materials and details for Information Technology training for application support functions				
GEN	14.03	Provide training program materials and details for Elections Judges training for the new voting process				
GEN	14.04	Provide video, in a non-proprietary format, detailing step by step process and instructions to set setup and operate the voting system with the understanding that this video will be used in election worker training and installed on e-pollbooks for review within the polling sites				
GEN	14.04.01	The Contractor commits to provide updated training videos at no additional cost to the county, as part of ongoing maintenance agreements, throughout the lifetime of the System should there be changes with the System				
GEN	14.04.02	Training videos shall be in a non-proprietary format, such as .MP4, which will not require use of any specific video player				
GEN	15.00	The Contractor shall provide on-site support during the "go-live" period to assist as subject experts during the November 2019 election				

<u>IMPORTANT INFORMATION:</u> Requirements that require a detailed response shall be submitted as attachment with named "Detailed Response to Requirements". The responses shall be in order and include the reference numbers within this document. Acknowledgement of response on this sheet is required and reference of location of response shall be referenced in the comment section of this document. Any responses that are answered as a yes mean that the system will fully comply with no setup required, configurable with no changes to source code, or are provided with reporting tool. If the functionality is not available at this time the response shall be answered as no and shall be included in your proposal as "exceptions" with further explanation. Refer to Section 7.0 of the specifications for more details on Exceptions.			Requirements that have a (*) require a detailed response.	Yes System currently performs these functions and/or agree to requirement	No System does not perform this function and/or cannot agree to requirement	Written Response Include additional comments below. If you need additional space please include with your submittal attachment titled "Detailed Response to Requirements" and note accordingly below.
Reference Number	VOTING SYSTEM REQUIREMENTS					
VSR 1.00		System shall be federally certified by the Election Assistance Commission (EAC).				
VSR 2.00		System shall be certified by the State of Texas Secretary of State Office				
VSR 3.00		System shall satisfy all Texas statutory requirements for conducting elections using vote centers as specified under Section 122.001(a)(3) of the Texas Election Code as interpreted by the Texas Office of the Attorney General Opinion Number KP-0170				
VSR 4.00		System shall comply with the Voluntary Voting System Guidelines 1.0 (2005) (VVSG) or above, which are hereby incorporated by reference. This RFP shall govern any conflicts between language in the VVSG and this RFP				
VSR 5.00		System shall be flexible and easily expanded to accommodate a fast growing number of registered voters				
VSR 6.00		System shall be capable of supporting the current registered voters and at the time of this RFP release, the county has 550,000 registered voters				
VSR 7.00		The System shall accommodate the planned growth. The number of registered voters is anticipated to be 590,000 registered voters by the May 2019 election and increase to an estimated 620,000 voters by the November 2019 election				
VSR 8.00		The Contractor shall propose a base solution based on 2,000 DRE/Ballot Marking Devices, 2,000 external printers (if marking device requires) and 200 ballot counters. All other solutions shall be submitted as alternates. Contractor is responsible to identify and provide all equipment specifications necessary to support the estimated voter counts identified in this proposal. (Including details such as how many paper ballots the counter/box will hold?)	*			
VSR 9.00		If an alternate is proposed then the Contractor shall provide the formula used to determine the proposed number of voting units based on the estimated registered voter counts provided above	*			
VSR 10.00		System shall utilize secure communications methods in the polling location. Proposals shall document how communication security is maintained with respect to wired or wireless communications between the voting systems and the voter certification systems (i.e. the e-pollbooks)	*			
VSR 11.00		System shall interface with the Votec VoteSafe application to select the appropriate ballot style based on the precinct of the certified voter				
VSR 11.01		System shall provide means to automate the creation of a ballot card, loading a ballot style to a voting terminal, or providing a ballot sheet based on input from the Votec VoteSafe application as voters are certified				
VSR 11.02		Proposals shall describe, in detail, how the system interfaces to Votec, selects the correct ballot style, and produces a ballot for the voter	*			
VSR 11.03		Proposals shall highlight how they will help to automate the voting process and reduce the involvement of poll workers	*			

VSR	11.04	The detail shall identify all human interaction required during the process of providing a ballot to the voter regardless of whether the activity occurs within the voter registration system or the voting system itself				
VSR	11.05	The county anticipates upgrading the e-pollbook fleet in 2021 and Contractors shall identify how their solution is "future proofed" and will work with any industry standard based e-pollbook system. If the proposed system has dependencies upon a specific type of e-pollbook hardware or software or requires a specific voter registration system that shall be clearly identified				
VSR	12.00	System shall provide a ballot numbering scheme for paper ballots generated from DRE, which shall be unique to Collin County, the specific election, the specific vote center, and the ballot				
VSR	12.01	This numbering scheme shall not contain any information which would tie the ballot to the voter				
VSR	12.02	The number scheme shall be customizable by the county				
VSR	12.03	At a minimum, the numbering scheme shall contain a site ID and a ballot number, for example: Site ID and Ballot Serial Number may be represented as XXX-XXXXXX				
VSR	13.00	The automated ballot creation process shall provide a verification step whereby a poll worker will acknowledge an on-screen prompt to ensure the correct ballot style is selected prior to creating the card OR sending the ballot to a voting terminal				
VSR	13.01	Contractors are instructed to highlight any means utilized by the system to ensure the correct ballot style is provided to the voter	*			
VSR	14.00	The voting terminals shall provide for discrete use and include privacy screens to shield the entered voter throughout the voting process				
VSR	15.00	The System shall provide for multi-language support and shall be capable of supporting a minimum of three (3) languages				
VSR	15.01	Currently, the County shall provide language support for English and Spanish				
VSR	16.00	As voting terminals may be deployed to vote centers where space and deployment options are limited, the county prefers that voting units be capable of standing on their own, using integrated telescoping legs, without having to be placed on a table or other surface (Refer to Illustration 1 and 2 in the specifications document for an example of our current configuration.)				
VSR	16.01	The County prefers voting terminals that have the capability to be daisy chained together for electricity.				
VSR	16.02	The county shall have the option to deploy the voting machine to a table top, or other surface, or as a free standing unit				
VSR	16.03	The voting machines shall be capable of being locked and sealed outside of polling hours				
VSR	17.00	System shall be flexible and expandable to allow vote centers to be expanded as voting needs and demand changes over the course of an election and allow additional equipment to be deployed without disrupting the election process				
VSR	18.00	System shall provide for fast, accurate, and effective printing, handling, and tabulation of mail ballots				
VSR	18.01	The County prefers a solution to provide efficient printing capability to produce mail ballots in accordance with Texas election law				
VSR	18.02	Proposals shall identify ballot scanning throughput (ballots/per min.), resolution, scanned image format, etc. in the comments section.	*			
VSR	18.03	The System shall provide a means to print ballots on-demand to support ad-hoc mail ballot requests in accordance with Texas election law				

VSR	18.04	The system shall provide for high speed scanning of mail ballots which have been deemed valid for an election				
VSR	19.00	The County prefers a System to provide a means to electronically sort ballots for recount by race, precinct, or other criteria				
VSR	20.00	Contractors shall identify if the System supports ballot counters which provide a means to sort and out-stack paper ballots for recounts by race, precinct, or other criteria	*			
VSR	20.01	Contractors shall provide a detailed description of the process used by the System to sort or out-stack paper ballots	*			
VSR	21.00	System shall retain a paper record of the cast votes from DRE in addition to any image of a voted ballot or ballot image. Indicate size of paper ballot.				
VSR	22.00	Contractors are to acknowledge that the County does not desire to implement a pure Direct Recording Electronic (DRE) voting system. The Proposed System shall comply with the State Law requirements for use in vote centers.				
VSR	23.00	System shall support provisional and limited voting as required by the Texas Election Code				
VSR	23.01	The Contractor shall highlight and describe in detail how their solution meets the election code	*			
VSR	23.02	The Contractors shall provide a process swim lane chart showing a graphical model of the Provisional and Limited Ballot process	*			
VSR	23.03	The System shall somehow mark or label a provisional ballot with a distinct identifier				
VSR	23.03.01	The Provisional Ballot identifier shall be wholly distinct and separate from the ballot numbering scheme used for regular ballots				
VSR	23.04	The System shall not allow a ballot marked as a Provisional Ballot to be submitted to any vote center ballot counting system				
VSR	23.04.01	Should a voter attempt to submit a Provisional Ballot to a counting system the ballot shall be rejected AND the voter shall be displayed an error message with instructions about how to proceed				
VSR	24.00	The System shall support write-in candidates regardless of the vote being cast in a polling site or via a mail-in ballot				
VSR	24.01	The write-in candidate process shall not require physical examination of the ballot to determine if a write-in candidate vote has been cast				
VSR	25.00	Describe if the voting machines are compatible with "in cabinet" charging as shown in the specifications document, Illustration 5. If not, explain how this process will work.				
VSR	26.00	The County prefers a System consisting of self-contained units with integrated print capabilities.				
VSR	26.01	The County will consider any System using an external printer or other device connected to the voting machine provided the contractor can demonstrate to the County that transportation, setup, space requirements, replacement of consumable supplies, or other issues will not be a point of concern during poll place setup or throughout an election	*			
VSR	27.00	Contractors shall clearly identify consumables and required stock to render the voting system fully functional	*			
VSR	28.00	If any of the consumable supplies are proprietary, the cost proposal worksheet shall include, and clearly identify, sufficient stock to enable elections to run for the next 12 months.	*			

VSR	29.00	The System shall be easily transportable between voting centers and the Elections office and allow fast and easy setup by a single person				
VSR	30.00	The System shall provide an easy to use curbside voting method for qualified voters and:				
VSR	30.01	The System shall be easily taken from the voting center to a voter's car to support curbside voting				
VSR	30.02	Collin County relies, in large part, on retirees or other temporary workers in polling sites. These poll workers may have limited ranges of motion and weight restrictions that affect how they may support curbside voting. Contractors shall fully describe how their curbside voting solution will accommodate this requirement.	*			
VSR	30.03	Proposals shall describe how their solution will maintain vote integrity through the vote process	*			
VSR	31.00	Collin County prefers a System that may be used for both early voting and election day voting				
VSR	31.01	If proposal does not allow for the same unit to be re-used during the two voting periods for the same election the proposal shall clearly identify the number of additional units required to avoid resource conflicts	*			
VSR	32.00	Election results shall be easily and readily provided from the election system to the Collin County website for election day posting of results. The election results will also be sent via an email distribution list using the Collin County Microsoft Exchange services. Provide an example report and process for posting of results.	*			

<u>IMPORTANT INFORMATION:</u> Requirements that require a detailed response shall be submitted as attachment with named "Detailed Response to Requirements". The responses shall be in order and include the reference numbers within this document. Acknowledgement of response on this sheet is required and reference of location of response shall be referenced in the comment section of this document. Any responses that are answered as a yes mean that the system will fully comply with no setup required, configurable with no changes to source code, or are provided with reporting tool. If the functionality is not available at this time the response shall be answered as no and shall be included in your proposal as "exceptions" with further explanation. Refer to Section 7.0 of the specifications for more details on Exceptions.			Requirements that have a (*) require a detailed response.	<u>Yes</u> System currently performs these functions and/or agree to requirement	<u>No</u> System does not perform this function and/or cannot agree to requirement	<u>Written Response</u> Include additional comments below. If you need additional space please include with your submittal attachment titled "Detailed Response to Requirements" and note accordingly below.
Reference Number VOTING SYSTEM REQUIREMENTS						
MAIN	1.00	Collin County is requesting an on-site resource to assist in a variety of ways during an election and one key objective is that the resource will serve as a conduit for any maintenance support that is needed during an election period and will coordinate and manage the maintenance process while providing status updates to elections administrators.				
MAIN	1.01	Contractor shall submit plan of action for the following issues that may arise outside of the on-site resources capability or for equipment failure, which requires immediate attention.	*			
MAIN	1.01.01	Outside Elections	*			
MAIN	1.01.02	Early Voting	*			
MAIN	1.01.03	Election Day	*			
MAIN	2.00	Describe disaster recovery plan in the event of a catastrophic failure (example: server failure).	*			
MAIN	2.01	Describe maintenance plan for five (5) years.	*			
MAIN	2.02	Contractor to confirm that assessment of maintenance fees shall not take place prior to full system deployment and formal acceptance by the Collin County Elections Administrator.				
MAIN	3.00	Collin County prefers voting terminals that enable poll workers to provide minor required service while in the field without need for intervention by Election department asset managers.				
MAIN	3.01	This means that any required consumables, such as paper rolls, be easy to replace				
MAIN	3.02	Contractors shall identify the expected mean-time between failure of the overall system, and the component parts of the voting system.	*			
MAIN	3.03	The System shall contain batteries which will provide up to 4 hours of run time				

PERFORMANCE BOND

STATE OF TEXAS §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

That _____, a corporation organized and existing under the laws of the State of _____, and fully authorized to transact business in the State of Texas, whose address is _____ of the City of _____ County of _____, and State of _____, (hereinafter referred to as "Principal"), and _____ (hereinafter referred to as "Surety", a corporation organized under the laws of the State of _____ and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto _____ (hereinafter referred to as "Owner") and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, in the penal sum of _____ Dollars (\$ _____) (not less than 100% of the approximate total amount of the Contract as evidenced in the proposal plus 10-percent of the stated penal sum as an additional sum of money representing additional court expenses, attorneys' fees, and liquidated damages arising out of or connected with the below identified Contract) in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the _____ day of _____, 20____, to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of _____.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal fully and faithfully executes the work and performance of the Contract in accordance with the plans specifications, and Contract Documents, including any extensions thereof which may be granted with or without notice to Surety, during the original term thereof, and during the life of any guaranty required under the Contract, and according to the true intent and meaning of said Contract and the plans and specifications hereto annexed, if the Principal shall repair and/or replace all defects due to faulty materials or workmanship that appear within a period of one year from the date of final completion and final acceptance of the work by OWNER; and if the Principal shall fully indemnify and save harmless the OWNER from all costs and damages which OWNER may suffer by reason of failure to so perform herein and shall fully reimburse and repay OWNER all outlay and expense which the OWNER may incur in making good any default or deficiency, then this obligation shall be void; otherwise, to remain in full force and effect; and in case said CONTRACTOR shall fail to do so, it is agreed that the OWNER may do said work and supply such materials and charge the same against said CONTRACTOR and Surety on this obligation. Provided further, that if any legal action be filed on this Bond, venue shall lie in _____ Collin County, Texas.

"PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions Texas Government Code, Chapter 2253, as amended, and Chapter 3503 of the Texas Insurance Code, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the bond shall automatically be increased by the amount of any Change Order or supplemental agreement which increases the Contract price with or without notice to the Surety, but in no event shall a Change Order or Supplemental Agreement which reduces the Contract price decrease the penal sum of the Bond. And further that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder.

Surety agrees that the bond provides for the repairs and/or replacement of all defects due to faulty materials and workmanship that appear within a period of one (1) year from the date of completion and acceptance of the improvement by the OWNER.

The undersigned and designated agent is hereby designated by Surety herein as the agent resident to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____ 20____.

WITNESS

PRINCIPAL

Printed/Typed Name _____

Title: _____

Company: _____

Address: _____

SURETY

Printed/Typed Name _____

Title: _____

Company: _____

Address: _____

WITNESS

The Resident Agent of the Surety for delivery of notice and service of process is:

Name: _____

Address: _____

Phone Number: _____

Note: Date of Bond must NOT be prior to date of contract.

INFORMATION REGARDING **CONFLICT OF INTEREST QUESTIONNAIRE**

During the 79th Legislative Session, House Bill 914 was signed into law effective September 1, 2015, which added Chapter 176 to the Texas Local Government Code. Recent changes have been made to Chapter 176 pursuant to HB23, which passed the 84th Legislative Session. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with Collin County, including family, business, and financial relationships such persons may have with Collin County officers or employees involved in the planning, recommending, selecting and contracting of a vendor for this procurement.

For a copy of Form CIQ and CIS:

http://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

The vendor acknowledges by doing business or seeking to do business with Collin County that he/she has been notified of the requirements under Chapter 176 of the Texas Local Government Code and that he/she is solely responsible for complying with the terms and conditions therein. Furthermore, any individual or business entity seeking to do business with Collin County who does not comply with this practice may risk award consideration of any County contract.

For a listing of current Collin County Officers:

<http://www.collincountytexas.gov/government/Pages/officials.aspx>

The following County employees will be involved in the planning, recommending, selecting, and contracting for the attached procurement:

Department/Evaluation Team:

Bill Bilyeu, County Administrator
Bruce Sherbet, Elections Administrator
Monika Arris, Director of Budget
Caren Skipworth, Chief Information Officer
Steve Ganey, Assistant Director of IT
Greg Elliott, Master Architect

Purchasing:

Michalyn Rains, CPPB, CPPO – Purchasing Agent
Michelle Charnoski, CPPB – Asst. Purchasing Agent
Courtney Wilkerson, Senior Buyer

Commissioners' Court:

Keith Self – County Judge
Susan Fletcher – Commissioner Precinct No. 1
Cheryl Williams – Commissioner Precinct No. 2
John Thomas – Commissioner Precinct No. 3
Duncan Webb – Commissioner Precinct No. 4

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CHAPTER 2270 VERIFICATION

I, _____, the undersigned representative of
(PRINT NAME)

(COMPANY)

do hereby verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

TITLE

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.	Social security number [][][] - [][] - [][][][][][] or Employer identification number [][] - [][][][][][][][][]
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Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	Signature of U.S. person ▶ Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.