



# Shelby County Tennessee

Lee Harris, Mayor

## Request for Proposal Shelby County Government Purchasing Department

160 N. Main Street, 9<sup>th</sup> Floor, Suite 900  
Memphis, TN 38103

*Issued: December 30, 2019*

**Due: January 23, 2020 no later than 4:00 P.M. (Central Standard Time)**

RFP # 20-008-09

Voting Machine and Election Management System  
Replacement  
(Shelby County Election Commission)

Shelby County Government is soliciting written proposals, on a competitive basis, from interested and qualified companies to provide **voting machines and election management system**. Information regarding this formal bid is located on the County's website at [www.shelbycountyttn.gov](http://www.shelbycountyttn.gov). At the top of the home page, click on the dropdown box under "Business", click on "Purchasing" and "Bids" to locate the name of the above-described formal bid. Link: <https://bids.shelbycountyttn.gov/>



## **IMPORTANT NOTES:**

**MANDATORY INFORMATION and FORMS** – To properly respond and prepare your proposal response, please make sure you pay close attention to all mandatory information/forms requested, including sign and attach all forms listed in Section II. This bid clearly documents and outlines the format and what information is required at the time of proposal submission.

**COMPLETED EXCEL FILE** – Vendor to answer directly in the scorecard (Excel file) all information requested (minimum requirements and department specific requirements). The Excel file has two (2) yellow tabs/sheets named “MIN REQs” and “DEPT REQs”. Vendor to enter their information only where yellow cells, on those 2 yellow tabs. Vendor to submit with your proposal (both Printed and Digital formats).

**No LOSB/MWBE** goals will be applied.

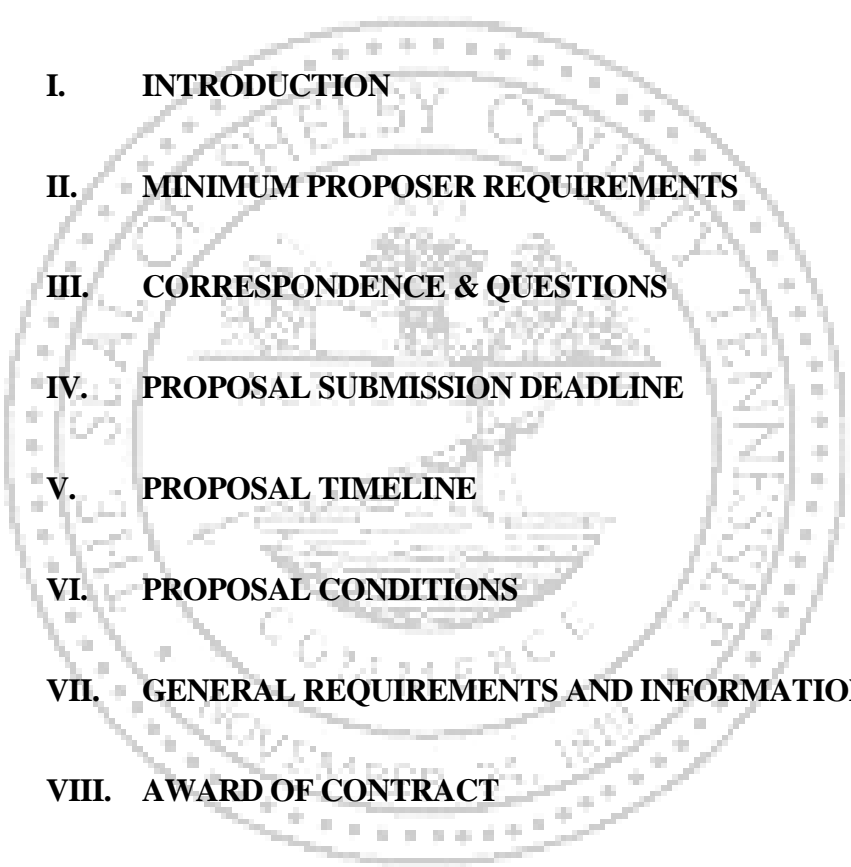
Sincerely,

Signed Original on File

Sonja Worthy, Buyer  
Shelby County Government  
Purchasing Department



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## I. INTRODUCTION

Shelby County Government, (the “County”), is soliciting proposals from interested and qualified Vendors to provide ballot marking devices, precinct scanner, absentee voting system and ballot creation and tabulation system (the “Goods and/or Services”). This Request for Proposal (“RFP”) is being released to invite interested and qualified Vendors to prepare and submit proposals in accordance with instructions provided where the successful proposer(s) will be selected and invited to enter into a contractual relationship with Shelby County for the Goods and/or Services outlined in this RFP, and per proposal(s) received.

In this RFP, the terms Proposer, Vendor, Bidder, Consultant, Contractor, Provider are used interchangeably unless the context indicates otherwise.

All specifications are part of this bid and general terms and conditions (as outlined in the Terms of this bid). They shall become a part of and be included in any contract/purchase order/systems contract resulting from any award.

These specifications are not intentionally written to favor any one manufacturer or service provider, and are only for the purpose of indicating generally the type of work required of said bid. Any responsible Bidder who considers these specifications to be of a non-competitive nature should immediately contact the Administrator of Purchasing.

## II. MINIMUM PROPOSER REQUIREMENTS

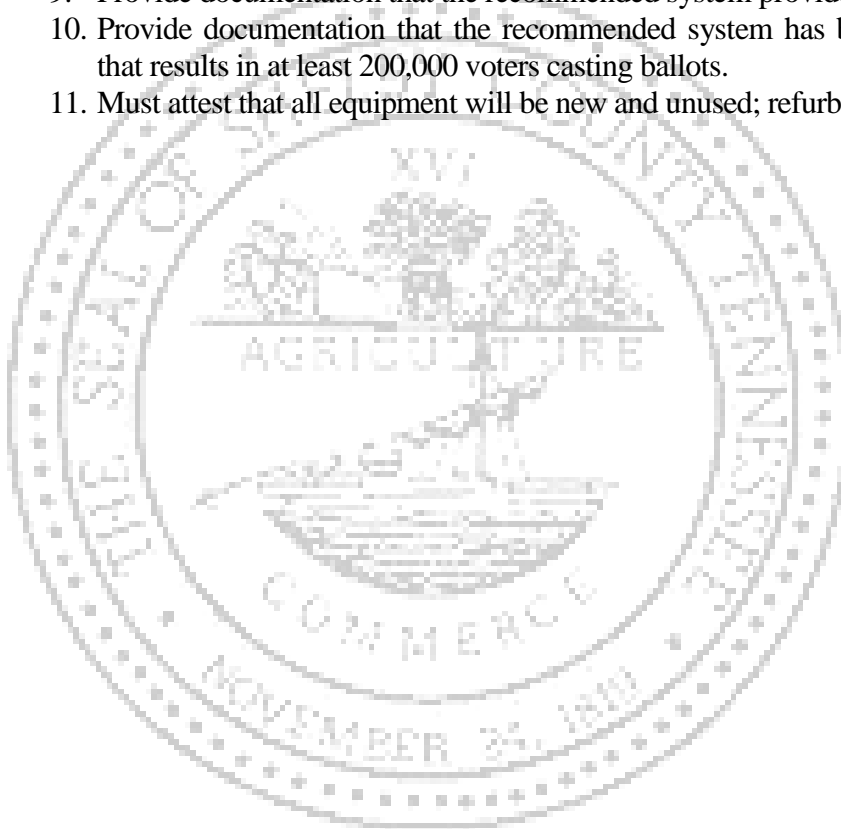
In order to be considered as “responsive”, all Proposers **must answer and provide justifications for ALL below minimal requirements.**

*The information requested below to be answered directly in the scorecard Excel file by all Vendors, and submitted part of your proposal (both Printed and Digital formats).*

1. Provide all appropriate Licenses and Certifications required in the State of Tennessee to provide the goods and/or perform the Services required. Provide a copy of your Shelby County Business License (if business is located in Shelby County, TN).
2. Must provide active Equal Opportunity Compliance (EOC) number(s) and Vendor number, or your applications are “in” the EOC system and the Purchasing system for processing (refer to details outlined below) – please list all your Shelby County EOC active numbers.
3. Adherence to all provisions of Title VI requirements – please attest, and provide proof/documentation if necessary.
4. Independent Vendors (sole proprietors) must adhere to State of Tennessee Public Chapter No. 436, known as the “Tennessee Lawful Employment Act” (effective date of 01/01/12) – please provide proof and documentation of employment eligibility (drivers license,...); Otherwise mention you are NOT an Independent Vendors (sole proprietors).
5. FORM - Drug Free Workplace Affidavit must be completed, signed and submitted with your bid/proposal – *even if less than 5 employees.*
6. Minimum of five (5) years of experience providing the goods and/or performing the services described in this bid.



7. Provide documentation that the recommended system has been certified by the US Election Assistance Commission, at a minimum, to the 2005 Voluntary Voting Systems Guidelines.
8. Provide documentation that the recommended system has been certified by the State Election Commission. A vendor may submit a bid for a system that is under review but a contract cannot be signed until the proposed system is certified. If a system is in the process of certification, provide a copy of the minutes from the State Election Commission meeting where it was presented.
9. Provide documentation that the recommended system provides a voter verifiable paper trail.
10. Provide documentation that the recommended system has been implemented in an election that results in at least 200,000 voters casting ballots.
11. Must attest that all equipment will be new and unused; refurbished devices are not acceptable.





## **Shelby County EOC and Vendor numbers**

As a part of doing business with Shelby County Government (SCG), each individual, company or organization is required to have active EOC and Vendor numbers before starting to provide goods/services to SCG.

- To obtain a SCG Equal Opportunity Compliance (EOC) number (as well as LOSB or MWBE numbers, if applicable) and the SCG Vendor number, please submit an online application, as described below. The EOC and Vendor application are combined.

### **Online Application Process**

Go to: <https://apps.shelbycountyttn.gov/EOCPublic/>

- Complete and submit the application online only  
**Note:** Prior to accessing the application, please read the application instructions in its entirety to make sure that you completely understand all of the information that will be required on the application.

Upon receiving the EOC number, the application will be forwarded to the Purchasing Department for processing. You will receive your Vendor number via email.

Applicants who have an unexpired EOC number and only need a Vendor number will be directed accordingly once they access the link.

Should any further assistance be needed, contact the EOC office directly, EOC office hours are from 8:00 a.m. to 4:30 p.m. Monday through Friday.

Shelby County Government

160 N. Main

**2<sup>nd</sup> Floor – Equal Opportunity Compliance (EOC)**

Memphis, TN 38103

Reception: 901-922-1101

Fax: 901-222-1101

**Prime** bidders/proposers must have an ACTIVE or PENDING EOC number at the time of bid, please ensure EOC has the company application or renewal in their system at the time of bid. PENDING applications or renewals must be “pending” and “in process” in the EOC system at the bid time.



### III. CORRESPONDENCE & QUESTIONS

All correspondence and questions concerning the RFP are to be submitted IN WRITING to:

Sonja Worthy, Buyer  
Sonja.worthy@shelbycountyttn.gov  
Shelby County Government  
Purchasing Department  
160 N. Main Street, 9<sup>th</sup> Floor, Suite 900  
Memphis, TN 38103

Questions should reference the RFP number & title, section of the RFP to which the questions pertain and all contact information for the person submitting the questions.

**The deadline for submitting questions will be Tuesday, January 14, 2020 @ 12:00 p.m. (CST).**

All written questions submitted by the deadline indicated above will be answered and posted on the County's website at <http://www.shelbycountyttn.gov/3243/Bids-Listing> mostly within forty-eight (48) hours.

IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED.

These guidelines for communication have been established to ensure a fair and equitable process for ALL interested vendors.

### IV. PROPOSAL SUBMISSION & DEADLINE

All proposals must be received at the address listed above no later than **4:00 pm (CST) on January 23, 2020.** Facsimile or electronically submitted (emailed) proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be considered for evaluation. Under no circumstances, regardless of weather conditions, transportation delays, or any other circumstance, will this deadline be extended.



## **V. PROPOSAL TIMELINE**

Shelby County reserves the right to modify this timeline at any time. If the due date for proposals is changed, all prospective proposers shall be notified. The dates provided after the RFP closes are approximate and the County reserves the exclusive right to modify these dates in consultation with the successful proposer.

<b>Request for Proposals Released</b>	<b>Monday, December 30, 2019</b>
<b>Deadline for Questions</b>	<b>Tuesday, January 14, 2020 @ 12:00 pm CST</b>
<b>Proposal Due Date</b>	<b>Thursday, January 23, 2020 @ 4:00 pm CST</b>
<b>Notification of Award</b>	<b>TBD</b>
<b>Goods/Services to Commence</b>	<b>Immediately upon execution of the contract</b>

The County may reproduce any of the proposer's proposal and supporting documents for internal use or for any other purpose required by law.

## **VI. PROPOSAL CONDITIONS**

### **A. Contingencies**

This RFP does not commit the County to award a contract, even partially. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all Proposers, in writing, if the County rejects all proposals.

### **B. Modifications**

The County reserves the right to issue addenda or amendments to this RFP.

### **C. Proposal Submission**

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the proposer's responsibility to ensure that its proposals arrive on or before the specified time/location.

### **D. Incurred Costs**

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this RFP and Proposers agree that all costs incurred in developing this RFP are the proposer's responsibility.

### **E. Final Authority**

The final authority to award a contract rests solely with the Shelby County Purchasing Department.



## **F. Proposal Validity**

Proposals submitted hereunder will be firm for at least ninety (90) calendar days from the due date unless otherwise qualified.

## **G. Disclosure of Proposal Contents**

Vendor understands and acknowledges that the County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to the County is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and before the time of "Notice of Intent to Award" is issued. Thereafter, proposals will become public information. ***All proposals and other materials submitted become the property of Shelby County Government.***

## **H. Shelby County Government Equal Opportunity Compliance (EOC) Program**

This project is subject to Shelby County Government's Locally Owned Small Business (LOSB) Ordinances 471 & 474 and /or Minority and Women Business Enterprise (MWBE) Ordinances 472 & Amendment and Ordinance 473. The intent of the EOC Program is to increase the participation of LOSB and MWBE certified vendors in the County's purchasing activities.

Shelby County Government is committed to a policy of non-discrimination pursuant to the Equal Protection provisions of the United States Constitution. It is further the policy of Shelby County that its purchasing and contracting practices encourage the use of Locally-Owned Small Businesses (LOSB's) and Minority/Woman Business Enterprises (M/WBE) Program in all solicitations. In furtherance of these policy objectives, Shelby County seeks to afford all citizens equal opportunities to do business on county contracts and to ensure that all bidders, proposers, or Vendors doing business with Shelby County provide to LOSB's and M/WBE's, maximum practicable opportunities, commensurate with availability, price and capabilities required, to participate on contracts which are paid for, in whole or in part, with monetary appropriations from Shelby County.

Shelby County seeks to prevent discrimination against any person or business in pursuit of these opportunities on the basis of race or gender. Shelby County will conduct its contracting and purchasing Program so as to discourage any discrimination and will actively seek to resolve all claims of discrimination brought against Shelby County or any Vendors involved in such contracting and purchasing Program.

The LOSB & MWBE Programs are consistent with Shelby County Policies and Procedures. Wherever conflicts exist, the provision in the Shelby County Policies and Procedures will prevail.



**For additional details, please refer to below Ordinances on our website:**

- **LOCALLY OWNED SMALL BUSINESS (LOSB) PROGRAM**  
ORDINANCES 471 & related LOSB Ordinances  
Link: <http://www.shelbycountyttn.gov/3403/LOSB-Ordinances>
- **MINORITY AND WOMAN BUSINESS (M/WBE) PROGRAM**  
ORDINANCE 472 & related MWBE Ordinances  
Link: <http://www.shelbycountyttn.gov/3404/MWBE-Ordinances>

For SCG listing of our LOSB and M/WBE active vendors, by commodity:

<https://apps.shelbycountyttn.gov/EOCListings/>

**For LOSB/MWBE Vendor suggestions or Certification questions:**

Ms. Tara Tate or Mr. Shep Wilbun  
Office of Equal Opportunity Compliance  
160 North Main Street, Suite 200  
Memphis, Tennessee 38103  
Phone: 901-222-1100  
Fax: 901-222-1101  
E-mail: [Tara.Tate@shelbycountyttn.gov](mailto:Tara.Tate@shelbycountyttn.gov)  
[Shep.Wilbun@shelbycountyttn.gov](mailto:Shep.Wilbun@shelbycountyttn.gov)



## DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The undersigned, principal officer of \_\_\_\_\_, an employer of five (5) or more employees contracting with \_\_\_\_\_ County government to provide goods and/or services states under oath as follows:

1. The undersigned is a principal officer of \_\_\_\_\_ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide goods and/or services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.
3. The Company is in compliance with T.C.A. ~ 50-9-113. Further affiant saith not.

Principal Officer (Name and Signature) \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me personally appeared \_\_\_\_\_ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

***NOTE: Even if less than five (5) employees, please complete and submit with your proposal.***



## **VII. GENERAL REQUIREMENTS AND INFORMATION**

### **a. Background**

The purpose of this RFP is to select the best qualified proposer or proposers and award a County-approved contract for the following goods and services:

- Election Management System including ballot creation and tabulation software
- Ballot Marking Devices
- Ballot Tabulators
- Absentee by Mail Ballot System
- Central Count Absentee
- Training and Technical Support

The Shelby County Election Commission conducts elections and registers voters for Shelby County, Tennessee. Shelby County covers 785 square miles and has population of approximately 1,000,000 people. There are seven municipalities within Shelby County. Memphis is the largest city with population of around 650,000. Other municipalities are Arlington, Bartlett, Collierville, Germantown, Lakeland, and Millington. There are currently 166 precincts in Shelby County, although that number is expected to increase. Elections are conducted every year.

Currently, the county has portions of two Congressional Districts, five State Senate Districts and fourteen State House Districts. There are thirteen County Commission districts. The city of Memphis is divided into seven districts and two super districts. The other municipalities elect all positions at large. Some precincts currently have as many as seven splits. There are presently 366 precinct splits; for some elections this results in as many as 1,000 ballot styles.

In addition to precinct based voting on Election Day, Shelby County conducts Early Voting at up to 27 locations, starting 20 days prior to the election and ending 5 days before election day. Shelby County has approximately 585,000 registered voters. Generally 50 – 60% of the voters vote early.

Tennessee has some extremely long ballots. In the August 2022, there will be at least 62 jurisdiction wide races on the County General Ballot in addition to two district races. In addition, the August 2022 election will likely include at primary election for each party that may include up to an additional 8 offices. In addition to the large number of races on some ballots, it is not uncommon to have several hundred candidates in some races.

For a complete list of elections scheduled for the next 10 years, see appendix A. Generally, in even numbered years, there are three jurisdiction wide elections. In odd years, there are one or two Municipal Elections. In addition to scheduled elections, vacancies in the General Assembly are filled by special elections. Detail about previous elections may be found at our website:

[www.shelbyvote.com](http://www.shelbyvote.com) (SCEC tab; then Turnout)



Appendix B details the expected ballot length and turnout for the elections in 2020 and 2022. The City of Memphis charter calls for holding elections using Instant Runoff Voting but there is no requirement for the vendor equipment to be compatible with IRV since there is currently no standards for certification of IRV tabulation in Tennessee.

Shelby County currently owns 1509 Diebold TS-X units which were purchased in 2005/2008. Shelby County owns 670 ES&S EPB 500 electronic poll books running version 2.7.12.4. Depending upon the voter count and propensity of a precinct to vote early, each precinct may have between 3 and 14 TS-X units deployed on Election Day.

Early voting occurs at up to twenty-seven locations. Under TN law, a voting machine that stores data and is used at an Early Voting location cannot be used on Election Day. Ballot marking devices that do not store data can be used for early voting and then again on Election Day.

All absentee ballots are counted centrally on Global/Diebold OS units. Although we own six OS units, we generally only use three to five because that is the limitation of the internal network.

Absentee ballots are generated from .pdf images on Okidata C9650 printers. We own two; in a presidential election we will print and mail as many as 10,000 paper ballots.

Tabulation is conducted on three Dell Servers that mirror each other; one is located in a remote location connected with a secure private network.

The bulk of the response to this RFP will be with a demonstration to the group who is scoring the proposal. The demonstration should take no more than four hours and should allow time for questions. Vendors should plan to bring the components that are used by voters. For components that are difficult to transport like stands, drayage racks, or ballot on demand printers, a video meeting, video, or detailed photographs may be substituted at the vendor's discretion. For components that run only on secured computers, a electronic meeting may be substituted. Video of various process like printing absentee mail ballots may be substituted for an actual demonstration. The demonstrations will be held in a conference room with wireless internet available. For components that come in more than one size, the smaller size may be demonstrated if the operation of the smaller unit is similar to the larger units.

The sample election demonstrated should include a long ballot with at least one race having a minimum of eight candidates. The sample election demonstrated should have at least two, and preferably more, unique ballot styles on the same device. At least one race should be a vote for 3 contest with at least four candidates. At least one race should include a write in line and there should be at least three ballots cast with write-in candidates. At least one race should be public questions with a yes/no option. The public questions should be at least 350 words long.

It is our intention to replace our electronic poll books but a separate RFP will be issued once a decision has been made as to which voting system will be used.



**b. Scope of Contract**

The County wishes to engage in a contractual relationship with the best-qualified proposer selected through a competitive process that will work well with the County's personnel in the performance of the Services in a manner that is cost-effective and practical of which price is but one of the selection criteria.

**c. Time Frame**

The initial contract term will begin Immediately upon execution of the contract through June 30, 2021, Funding for the project is available over two fiscal years with the option to renew for one (1) additional one year period beginning July through June, with the same terms and conditions and satisfactory performance of all criteria and subject to the availability of funds for each renewal period. The optional renewal periods will be upon mutual written consent of both parties. The Provider must be prepared to begin immediately upon receipt of a fully executed contract and written Notice to Proceed from the County.

If possible, Shelby County would like to first use this equipment for the March 3, 2020 Presidential Preference Primary. The bulk of our problems with our current equipment are with the paper absentee system, so if a phased approach is necessary, consideration should be given to implementing the paper absentee system first. It might also be possible to implement the new equipment in a more controlled roll-out using the new equipment only at the twenty-seven early voting sites. Assume that it will take a minimum of sixty days after award to get Commission approval for the contract. If, in the vendor's experience, the March 3, 2020 election is not feasible or implementation would be too rushed to do a quality job, the next election will be August 6, 2020.

**d. Reservation of Rights**

The County reserves the right, for any reason to accept or reject any one or more proposals, to negotiate the term and specifications for the services provided, to modify any part of the RFP, or to issue a new RFP.

The County may at any reasonable time, at its expense, make an audit of the Vendor's books relative to the Accounts.

**e. Selection Criteria**

Each proposal response will be evaluated on the criteria outlined in this RFP document, including Sections IX, XI and XII. Each proposer should set out in its response to this RFP to clearly identify the qualifications of its company and each individual who will work on this project.



## **VIII. AWARD OF CONTRACT**

Shelby County Government reserves the right to reject all bids, or any part thereof, waive any informality in the bids to make award in the best interest of the County, and to request additional information, an interview, a demonstration of the bid goods/services proposed.

Shelby County Government reserves the right to award this bid on the basis of individual goods/services, groups of goods/services or the entire list of goods/services, whichever is in the best interest of the County.

All decisions are made at the discretion of the County, including the Mayor and the Administrator of Purchasing (and the Board of Commissioners, if above \$50,000). The proposers whose proposals do not meet the mandatory minimum requirements will be considered non-responsive, and not eligible for Department evaluation nor award. The proposers whose proposals do not meet the Department specifications/requirements will not be eligible for award.

The intent of Shelby County Government is to award this bid based on a competitive selection of responsive proposals received, i.e. to the overall responsive low Bidder(s) meeting specifications.

Proposers are advised that the lowest cost responsive proposal will not necessarily be awarded the contract, as the selection will also score on professional and technical completeness, per scorecard attached to this bid. The evaluation/selection process may exceptionally include a request for additional information (from Purchasing only), to support the written proposal.

After evaluation of the proposals and selection of the successful Vendor(s), all proposers will be notified in writing.

Upon notice of a bid award, bidders may protest the award by submitting their protest in writing to the Administrator of Purchasing. Only a bidder submitting a bid may protest an award decision. The protest must be received within two (2) calendar weeks of the award selection. If there are any questions regarding the bid protest process, please contact the buyer for the respective bid.

The contents of the proposal of the successful proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award. The County reserves the right to negotiate any portions of the successful proposer's fees and scope of work or utilize their own resources for such work.

***No Purchase Order against this bid until formal Award and/or signed Contract.***



## **IX. PURPOSE / SCOPE OF WORK**

The purpose of this RFP is to select the best-qualified proposer (hereinafter referred to as “Vendor”) and award a County-approved contract to perform the Services and to satisfactorily complete all activities associated with the Goods/Services.

### **Department specific requirements**

1. Provide a brief overview of the proposed system, including hardware and software. Describe the benefits of your system. Provide any manufacturing process certifications you have received for the components offered. Provide details regarding the location where the components are sourced and the hardware is manufactured and the software is developed.
2. Demonstrate your proposed product to the scoring team that simulates the use of your equipment from a voter’s perspective. Demonstrate ease of use and the write in process. Plan to leave samples of the paper trail. Demonstrate the error trapping routines that warn voters of undervotes and prohibit overvotes..Demonstrate how a voter and or pollworker knows that a ballot has been accepted. Provide a sample of a voter verifiable paper audit trail that has at least 40 contests. (This does not have to be from the election being demonstrated.)
3. Demonstrate your proposed product to the scoring team that simulates the pollworker’s experience. Demonstrate the process for bringing up the differing ballot styles. Demonstrate opening and closing procedures. Describe any recommended security procedures for early voting. Provide dimensions of components both open and closed. Provide weights of all components that need to be transported to voting locations. Estimate the weight of a ballot box with 1000 voted ballots. If available, show racks, carts, shelves and or other options for storage and drayage. The costs of racks, carts, shelves or other similar items should not be included in the base cost proposal but should be detailed separately.
4. Demonstrate the process for importing results into the tabulation system.
5. Demonstrate procedures to clear jammed ballots or cards. Demonstrate changing paper rolls, if applicable. Describe battery backup for all components of the system. Can batteries be hot swapped?
6. Demonstrate safeguards to ensure that votes were not cast before the polls open or after the polls close. Poll closing time in Tennessee is defined as when the last voter has finished voting at that location.
7. Demonstrate the accessibility functions of your system for voters with visual or mobility impairments.
8. Demonstrate the Election Management System used to create the election. Can Shelby County create their own elections or is this a service provided by the vendor? What ballot sizes are supported? Are multi-page ballots supported? How many candidates can be in a single race? How many characters can be in a ballot question? Demonstrate output for printing sample and emergency



ballots. How many columns can be supported? How is the audio ballot for the visually impaired voter created? What audit logs are available?

9. Demonstrate the process to produce paper absentee ballots on demand. Demonstrate how absentee ballots are tabulated. Demonstrate how write-in candidates are tabulated on paper absentee ballots. (This may be shown in a video if the vendor prefers.) What is the ballot per minute capacity of the proposed scanner? Is the scanner capable of reading ballots from any directions? What is the process for handling exceptions such as overvotes, write-ins, or stray marks? Does the scanner have battery backup?

10. Information ONLY – no points will be assigned to this answer. Can the system provide the cast vote records necessary for instant run-off voting (IRV) or does the system have a native IRV module? Is the proposed system being used in any jurisdictions that use IRV?

11. Information ONLY – no points will be assigned to this answer. Can the system support risk limiting audits (RLA)?

12. Demonstrate the logic and accuracy testing recommended for your system.

13. Demonstrate the variety and type of reports produced by the system. Can results be reported by group like early, paper absentee, election day? Can results be reported by precinct or precinct split? Is there a summary report? What formats is the data available in? Provide a sample of output and sufficient detail about the election, so that we can test compatibility with our Election Night Reporting software.

14. Demonstrate the security and access rights for the election management system. Can the principal of least privilege be applied?

15. Provide detail about the consumables like memory devices, ballot paper, seals, etc. required for your system. If applicable, can ballot paper be obtained locally? Do not include the cost of consumables in your base cost proposal but detail them separately.

16. Server and Workstation Set-Up should be in conformance with the standards provided by the Shelby County Information Technology Services as detailed in Appendix C.

17. Recommend quantities. Based upon the information provided in Appendix B, make recommendations as to the quantity that should be purchased of each component of the proposed system, including spares. Include the prices of those items in the base bid. Indicate the cost of additional units as a separate item. Can additional ballot marking devices be rented and if so, include the rental cost per election as a separate item in the cost proposal.

18. Maintenance & Warranty – describe in detail the recommended maintenance schedule for the following components of the system – precinct scanners, ballot marking devices, absentee scanner and vote by mail ballot printer. Describe the warranty, if any, on the components of the proposed system.



Describe, if any, the post warranty program. Do not include the cost of the post warranty program in the base cost proposal but identify it separately.

19. Provide three references from other jurisdictions, preferably of 300,000 voters or larger that can speak to their experience with implementation of the proposed products.

20. Provide qualifications and experience of all proposed personnel. In addition to basic qualifications, include experience in elections and/or cybersecurity. Describe your process for background and security checks.

21. Disclosure all countries in which your organization operates. Describe the corporate structure and ownership. Disclose all board members or any entity with more than 10% ownership. Disclose any ownership in your company by non-U.S. persons or entities, regardless of ownership percentage.

22. Does the vendor own the intellectual property? If yes, provide documentation of an agreement with a third-party nationally recognized escrow provider. Provide a copy of the escrow agreement. If the vendor does not own the intellectual property, then written documentation of a perpetual license to use the software and firmware must be provided.

23. Provide an implementation timeline with day zero being the date of contract approval. If recommending a phased approach provide detail.

24. Provide a training and support plan. Plan to train a total of 20 staff members who need training focused on the poll worker and voter experience. These staff members will, in turn, train our 35 help desk and 1800 Election Day workers. Plan to train six full time staff on ballot creation and election management software. This training may be accomplished at our facility or by sending six people, at the vendor's expense, to another training facility. Train eighteen voter machine technicians. This training should focus on preparation of the machines for voting, logic & accuracy testing and troubleshooting. If awarded the contract, six copies of any manuals must be provided.

25. Describe your plan for Early Voting and Election Day support. At a minimum, the plan should call for two qualified individuals, with their own transportation, to be physically present in Shelby County for the day before and the day of Early Voting and the day before and Election Day for the first three elections. Include the costs of onsite support after the first three elections as a separate item in your separate cost proposal. Describe your Help Desk staffing and hours of operation.

26. Security. Describe your processes for identifying specific cybersecurity risks and mitigating them in the election environment. Be specific and provide specific examples of how this process has been successful in both confirming proper implementation and identifying needed changes. Include lab testing and third party testing you regularly employ. Provide a description of the processes you use for testing, patching, and anomaly handling. Describe your process for moving data, whether digitally or physically, while maintaining appropriate security protection and data integrity. Describe security audits and penetration analysis performed on a regular basis. If conducted, provide annual security audit reports conducted by an independent auditor. Describe how you monitor ongoing security threat changes and respond to evolving threats, including monitoring common vulnerabilities

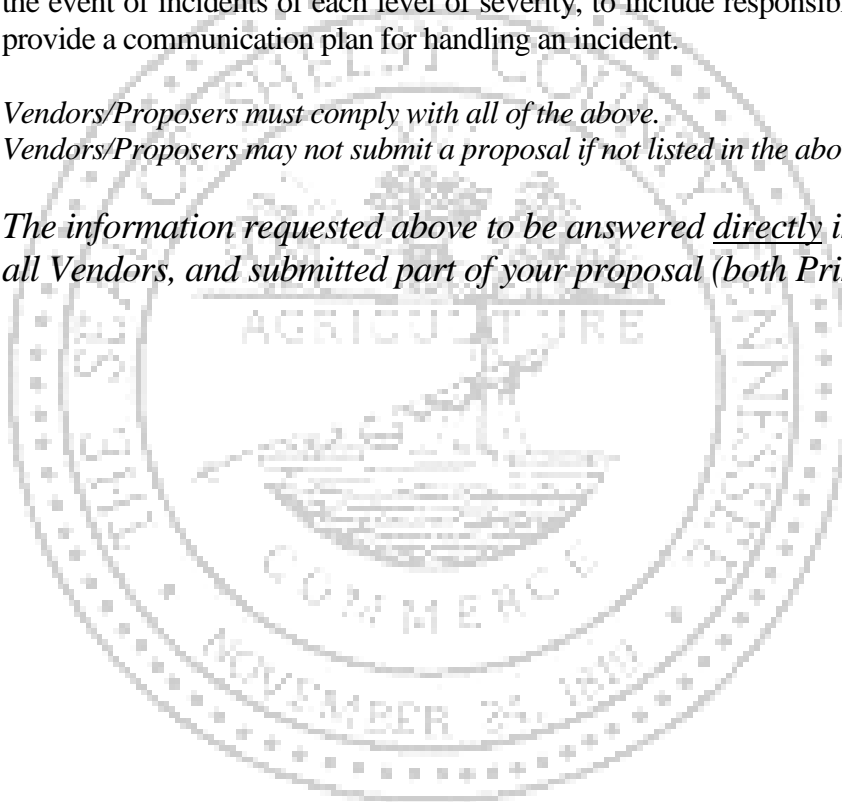


and exposures (CVEs) and any ability to receive and share real-time threat information. Indicate participation in information sharing networks, including the Sector Coordinating Council of the Election Infrastructure Subsector (EIS-SCC), the Information Technology Information Sharing & Analysis Center (IT-ISAC), the Election Infrastructure ISAC (EI-ISAC) and others. Define or provide documentation on incident handling, recovery, and contingency processes, including communication plans, backup procedures, and process for operation data availability. This should also include items such as log and audit, log analysis and assessment, and forensics capabilities. Define what constitutes an incident and any levels of severity. Include procedures for notifying clients and/or government in the event of incidents of each level of severity, to include responsibilities and liability. Additionally, provide a communication plan for handling an incident.

*Vendors/Proposers must comply with all of the above.*

*Vendors/Proposers may not submit a proposal if not listed in the above request.*

*The information requested above to be answered directly in the scorecard Excel file by all Vendors, and submitted part of your proposal (both Printed and Digital formats).*





## **X. CONTRACT REQUIREMENTS**

The successful Vendor(s) will be expected to enter into a contract incorporating the following terms and conditions, and such additional terms and conditions standard to services of this type.

### **a. General Requirements**

1. Control. All services by the Vendor will be performed in a manner satisfactory to the County, and in accordance with the generally accepted business practices and procedures of the County.

2. Vendor's Personnel. The Vendor certifies that it presently has adequate qualified personnel to perform all services required under this Contract. All work under this Contract will be supervised by the Vendor. The Vendor further certifies that all of its employees assigned to serve the County have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Vendor who, in the opinion of the County, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with services under this Contract.

3. Independent Status. (a) Nothing in this Contract shall be deemed to represent that the Vendor, or any of the Vendor's employees or agents, are the agents, representatives, or employees of the County. The Vendor will be an independent Vendor over the details and means for performing its obligations under this Contract. Anything in this Contract which may appear to give the County the right to direct the Vendor as to the details of the performance of its obligations under this Contract or to exercise a measure of control over the Vendor is solely for purposes of compliance with local, state and federal regulations and means that the Vendor will follow the desires of the County only as to the intended results of the scope of this Contract.

(b) It is further expressly agreed and understood by the Vendor that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the County; that the Vendor has been retained by the County to perform the services specified herein (not hired) and that the remuneration specified herein is considered fees for services performed (not wages) and that invoices submitted to the County by the Vendor for services performed shall be on the Vendor's letterhead.

4. Termination Or Abandonment. (a) It shall be cause for the immediate termination of this Contract if, after its execution, the County determines that either:

- (i) the Vendor or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contendere, or has plead or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting.
- (ii) The Vendor has subcontracted, assigned, delegated, or transferred its rights, obligations or interests under this Contract without the County's consent or approval.



- (iii) The Vendor has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of Vendor's assets.

(b) The County may terminate the Contract upon five (5) days written notice by the County or its authorized agent to the Vendor for the Vendor's failure to provide the services specified under this Contract.

(c) This Contract may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination. In the event of such termination, the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date; however, the Vendor shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.

(d) All work accomplished by Vendor prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the County prior to payment for services rendered.

(e) Notwithstanding the above, the Vendor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor and the County may withhold any payments to Vendor for the purpose of setoff until such time as the exact amount of damages due the County from the Vendor is determined.

5. Subcontracting, Assignment Or Transfer. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the Vendor from performance of its duties under this contract. The County shall not be responsible for the fulfillment of the Vendor's obligations to its transferors or sub-Vendors. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the assignment.

6. Conflict Of Interest. The Vendor covenants that it has no public or private interest, and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of its services. The Vendor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-Vendor to the Vendor in connection with any work contemplated or performed relative to this Contract.

7. Covenant Against Contingent Fees. The Vendor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Vendor, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Vendor any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the County will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.



8. Employment Of County Workers. The Vendor will not seek from any official, employee or appointee the disclosure or use of information not available to members of the general public and gained by reason of her or his official position to secure a special privilege, benefit or exemption for herself, himself or any other person or business entity.

9. Arbitration. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the Vendor and the County will be referred to the Shelby County Contract Administrator or his/her duly authorized representative, whose decision regarding same will be final.

10. General Compliance With Laws. (a) If required, the Vendor shall certify that it is qualified and duly licensed to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

(b) The Vendor is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, the Americans with Disabilities Act (ADA).

(c) This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this contract the Vendor agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

11. Nondiscrimination. The Vendor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Vendor on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Vendor shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.

12. Entire Agreement. This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral Contracts between the parties.

13. Amendment. This Contract may be modified or amended, only if the amendment is made in writing and is signed by both parties.



14. Severability. If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.

15. No Waiver Of Contractual Right. No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

16. Matters To Be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.

17. Subject To Funding. This Contract is subject to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Contract are not appropriated by Shelby County Government for any of its fiscal period during the term hereof, then this Contract will be terminated. In the event of such termination, the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.

18. Travel Expenses. All travel expenses payable under this Contract shall be in accordance with the County Travel Policy and Procedures. This includes advance written travel authorization, submission of travel claims, documentation requirements, and reimbursement rates. No travel advances will be made by the County.

19. Incorporation Of Other Documents. (a) The Vendor shall provide services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request for Proposal as well as the response of the Vendor, thereto, all of which are maintained on file within the Shelby County Purchasing Department and incorporated herein by reference.

(b) It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposals/Bids or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.



20. Waiver Of Proprietary Interest. Notwithstanding anything to the contrary contained herein or within any other document supplied to the County by the Vendor, the Vendor understands and acknowledges that the County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to the County by the Vendor due to services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.

21. Organization Status And Authority. (a) The Vendor represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the state of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.

(b) The execution, delivery and performance of this Contract by the Vendor has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of the Vendor, any provision of any indenture, agreement or other instrument to which the Vendor is a party, or by which the Vendor's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

22. Warranty. The Vendor warrants to the County that all Services shall be performed in accordance with acceptable standards in the industry applicable to the Services. The Vendor shall correct, at its sole cost and expense, any work reasonably deemed to be unsatisfactory by the County. The Vendor warrants to the County that all Services shall be in strict compliance with the terms of this Contract, and all applicable governmental laws, rules and regulations.

23. Rights in Data. The County shall become the owner, and the Vendor shall be required to grant to the County, or its successors, a perpetual, non-exclusive, non-transferable, royalty-free right, in the County's name, to use any deliverables provided by the Vendor under this Contract, regardless of whether they are proprietary to the Vendor or to any third parties.

24. Ownership of Source Code. In the event the vendor ceases to maintain experienced staff and resources needed to provide any required software maintenance while under an obligation to provide such maintenance, the Shelby County Election Commission shall be entitled to have, use and duplicate for its own use, a copy of the source code and any other software required for a full operational recover, along with all documentation for the software products covered by the contract in order for the SCEC to use the software in accordance with the terms of the contract.

25. Software Version. The vendor must certify that the software installed on the voting system is the exact version that has been certified the by the US Election Assistance Commission and the State of Tennessee.



26. Changes in Law. The vendor must certify that they have the capacity to upgrade or modify any of the deliverables without charge to meet requirements mandated by changed to state or federal law or State Election Commission policy.





## **B. INDEMNIFICATION AND INSURANCE REQUIREMENTS**

1. Responsibilities For Claims And Liabilities. (a) The Vendor shall indemnify, defend, save and hold harmless the County, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liability, losses or damages—including but not limited to Title VII and 42 USC 1983 prohibited acts—arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this Contract or in the performance of the duties hereunder, whether performed by the Vendor its sub-Vendors, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.

(b) The Vendor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Vendor shall in no way limit the responsibility to indemnify, defend, save and hold harmless the County or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.

(c) The County has no obligation to provide legal counsel or defense to the Vendor or its sub-Vendors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Vendor as a result of or relating to obligations under this Contract.

(d) Except as expressly provided herein, the County has no obligation for the payment of any judgment or the settlement of any claims against the Vendor as a result of or relating to obligations under this Contract.

(e) The Vendor shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, 9<sup>th</sup> Floor, Suite 950, Memphis, TN 38103, of any claim or suit made or filed against the Vendor or its sub-Vendors regarding any matter resulting from or relating to the Vendor's obligations under this Contract and will cooperate, assist and consult with the County in the defense or investigation thereof.

(f) The Vendor shall immediately notify Shelby County Government, Contracts Administration, 160 N. Main Street, 9<sup>th</sup> Floor, Suite 950, Memphis, TN 38103, of cancellation or changes in any of the insurance coverage required.

2. Insurance Requirements. The Vendor shall purchase and maintain, in a company or companies authorized to do business in the State of Tennessee, such insurance as will protect the County from claims which may arise out of or result from the Vendor's operations under the Contract, whether such operations are performed by himself or by any subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts the Vendor or subcontractor may be liable.



The insurance required shall be written for not less than any limits of liability specified below or required by law, whichever is greater. The Vendor will maintain throughout the life of this Contract insurance, through insurers rated A- or better by A. M. BEST, in the following minimum requirements:

- 1) **Commercial General Liability Insurance** – Limit of not less than \$1,000,000 limit per occurrence bodily injury and property damage/\$1,000,000 personal and advertising injury/\$2,000,000 General Aggregate/\$2,000,000 Products-Completed Operations Aggregate. Shelby County Government, its elected officials, appointees, employees and members of boards, agencies, and commissions shall be named as additional insureds. The insurance shall include coverage for the following:
  - a) Premises/Operations
  - b) Products/Completed Operations
  - c) Contractual Liability
  - d) Independent Vendors/Contractors
  - e) Personal Injury Liability
  - f) Broad Form Property Damage
  - g) XCU coverage, where applicable
- 2) **Business Automobile Liability Insurance** – Limit of not less than \$1,000,000 per occurrence for property damage and bodily injury. Shelby County Government, its elected officials, appointees, employees and members of boards, agencies, and commissions shall be named as additional insured. Coverage is to be provided on all:
  - a) Owned/Leased Autos
  - b) Non-owned Autos
  - c) Hired Autos
- 3) **Workers Compensation and Employers' Liability Insurance** – Including coverage for sole proprietors, partners, and officers, regardless of requirement by Tennessee State Statute. Policy is to be specifically endorsed to include these individuals for coverage. This policy should include Employers' Liability Coverage for \$1,000,000 per accident. The Vendor waives its right of subrogation against Shelby County for any and all workers' compensation claims.
- 4) **Professional Liability Errors & Omissions Insurance** – Coverage with minimum limits of \$1,000,000 per claim or occurrence/\$3,000,000 annual aggregate indicating if coverage is written on claims-made basis.
  - Umbrella Liability - \$2,000,000 per occurrence.
- 5) **ONLY FOR BIDS OVER \$5,000,000:**
  - Umbrella Liability - \$2,000,000 per occurrence.

All policies will provide for thirty (30) days written notice to Shelby County Government of cancellation of coverage provided. Ten (10) day notice applicable to non-payment of premium. If the



insurer is not required by the policy terms and conditions to provide written notice of cancellation to Shelby County, the Vendor will provide immediate notice to Shelby County and evidence of replacement coverage with no lapse.

Upon termination or cancellation of any claims-made insurance currently in effect under this Contract, the Vendor shall purchase replacement coverage and/or an extended reporting endorsement and furnish evidence of same to the County.

All insurance policies maintained by the Vendor shall provide that insurance as applying to Shelby County shall be primary and non-contributing irrespective of such insurance or self-insurance as Shelby County may maintain in its own name and on its own behalf.

**C. Right to Monitor and Audit**

Access To Records. During all phases of the work and services to be provided hereunder the Vendor agrees to permit duly authorized agents and employees of the County, to enter the Vendor's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The Vendor will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for three (3) years from the date of payment under this Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.



## **XI. PROPOSAL SUBMISSION**

### **A. GENERAL**

1. All interested and qualified proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, including all attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding this RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. **Hard copy proposals AND completed Excel file (digital format) must be received by no later than 4:00 p.m. (CST) on January 23, 2020 at Shelby County Government Purchasing Department, 160 N. Main Street, 9<sup>th</sup> Floor, Suite 900, Memphis, TN 38103.**
5. The proposer agrees to provide the County with any additional information it deems necessary to accurately determine ability to perform the services proposed. Furthermore, submission of this proposal constitutes permission by this organization for the County to verify all information contained in the proposal. Failure to comply with any request for additional information may disqualify this organization from further consideration. Such additional information may include evidence of financial ability to perform.

### **B. PROPOSAL COPIES**

1. **HARD COPIES** - One (1) original (**clearly identified as original**) and seven (7) copies of the proposal are required. To include your printed version of below completed Excel file – both tabs.
2. **COMPLETED EXCEL FILE** (2 tabs/sheets) – **Two (2)** digital copies are required. The information requested (minimum requirements and the department specific requirements) to be answered directly in the scorecard Excel file by all Vendors, and submitted part of your proposal.
3. The package containing the original and copies must be sealed and marked with the proposer's name and **“CONFIDENTIAL – Voting Machine and Election Management System Replacement”** with due date and time indicated.



4. Proposals must be typed. Erasures and “white-out” are not permitted. Mistakes may be crossed out, and corrections may be typed adjacent and initialed in ink by the person signing the proposal. Please identify all attachments, literature and samples, etc., with your firm name and our bid number.
5. Proposals must be verified before submission as they cannot be withdrawn or corrected after the due date and time. The County will not be responsible for errors or omissions on the part of the proposers in preparing their proposals. A responsible officer or employee must sign proposals. Tennessee sales tax shall not be included in the Vendor’s proposal.

### C. **PROPOSAL FORMAT**

Response to this RFP must be in the form of a proposal package that must be submitted in the following format: **Please download the attachment(s) to this document.** The Proposal Response Sheet (**required document**) **should be the first page of your written response.**

1. **Cover Page/Proposal Response Sheet** – Submit on letterhead stationery, signed by a duly authorized officer, employee, or agent of the Vendor.
2. **Comprehensive Response** – This portion of the proposal must address all requirements outlined in this RFP document. The minimum requirements and the department specific requirements to be answered directly in the scorecard Excel file by all Vendors, and submitted part of your proposal (both Printed and Digital formats). Which will also include:
  - how respondent can meet or exceed the Department requirements,
  - detail of how the respondent is qualified to provide the services required,
  - detailed description of the approach for delivering the goods and/or accomplishing the services (include a time schedule for completion of each element).
3. **Cost and Fees** for the initial term of the Contract
  - a. Provide the applicable itemized costs, fees and any commissions included in the proposal for the Goods and/or Services for each element in the scope of work (this includes ALL break-down of the cost proposed, as well as any sub-Vendor(s) working in conjunction with your organization on the project). If multi-year, include a breakdown per fiscal year (July 1<sup>st</sup> to June 30<sup>th</sup>) for each renewal year.
  - b. Explain any assumptions or constraints in a price proposal to provide the goods and/or perform the Services required.
  - c. Explain any additional charges or fees in the proposal.
  - d. The proposal submission shall include an overall cost for the entire project with an itemized cost for each phase.
  - e. **CLEARLY MENTION WHAT IS “BASE” VS “ALTERNATE #...”** – you will be evaluated on your BASE.



#### **4. Experience of the Respondent**

A sufficient description of the experience and knowledge base of the proposer to show the proposer's capabilities should be included in the proposal. At a minimum, the description of the experience and knowledge base of the proposer included in the proposal should include, but not necessarily be limited to, the following:

- a. A brief description of the history and mission of the proposer, including the proposer's background and mission statement, the length of time the proposer has been in business, a description of the proposer's organizational structure and a description of the proposer's customer make-up;
- b. A statement of how long the proposer has provided services similar to the Goods and/or Services requested herein;
- c. A general description of the proposer's experience and background in providing Goods and/or Services similar to the Services requested herein; and
- d. Any other relevant information about the experience and knowledge base of the proposer which is deemed to be material.
- e. Resume of each employee engaged in the services, including the role of each and an overview of their previous experience with similar projects.

#### **5. References**

A list of current and former clients for whom the Proposer has provided services similar to this bid (with preference given to clients comparable to Shelby County Government), to be submitted and, for each such reference, the business name, the identification of a contact person, the title of the contact person and a telephone number:

At least three (3) current or former clients who have terminated in the last five (5) years, to be included on this list.

#### **6. Additional Information**

Any additional information that would be helpful to the County in evaluating the proposal should be submitted.

- a. A description of any other resources available to the Proposer that will be useful in providing the goods or services mentioned in this bid.
- b. A description of the methods used by the Proposer to measure the satisfaction of its client.
- c. Any other relevant information about the capabilities of the Proposer deemed to be material.



## **XII. PROPOSAL EVALUATION AND SELECTION**

### **1. Responsiveness Evaluation Process**

*All proposals will be initially evaluated by Purchasing to determine if they meet the following, in order to be considered a “responsive” bidder:*

- a. The proposal must be complete and in the required format.*
- b. Proposers must meet ALL minimum proposer requirements outlined in Section II of this RFP, per their completed scorecard (digital file submitted with the proposal)*
- c. Proposers must meet the required LOSB/MWBE goals, or show good faith effort (If goals apply), refer to the minimum requirement related to LOSB/MWBE.*

### **2. Department Review of their specific requirements**

Each responsive proposal will be reviewed by a special Ad-Hoc Committee, which may elect to schedule a personal presentation and interview with one or more of the proposers. The evaluation committee shall review the responsive proposals and score points, *per the completed scorecard (digital file submitted with the proposal.)*

**EACH PROPOSAL MAY BE EVALUATED INDEPENDENT OF THE OTHER.**

### **3. Oral Presentation.**

The Shelby County Government reserves the right to interview, or require an oral presentation from, any Respondent for clarification of information set forth in the Proposer's response. In this regard, at the discretion of the evaluation committee, some or all Proposers who submit a Proposal in response to this RFP may be asked submit to an interview or give an oral presentation of their respective Proposals to the evaluation committee. If so, this is not to be a presentation restating the Proposal, but rather an in-depth analysis of certain qualifications of the Proposer. The interview or oral presentation, if utilized, is intended to provide an opportunity for the Proposer to clarify or elaborate on its qualifications without restating the Proposal. The interview or oral presentation is to be a fact finding and explanation session only and is not to be used to negotiate any terms of contract. If required, the time and location of such interview or oral presentation will be scheduled by the Administrator of Purchasing. Interviews and oral presentations are strictly an option of the Shelby County Government or its evaluation committee and, consequently, may or may not be conducted. All travel expenses to and from the interview or oral presentation shall be the responsibility of the Proposer. Selection will be based on determination of which proposal best meets the needs of the County and the requirements of this RFP.