



REQUEST FOR PROPOSALS

RFP No: 4000003145

RFP Title: Elections Ballot Tally System Replacement

Issue Date: January 23, 2015

**Proposals Due: February 23, 2015
Not Later Than 4:00 PM
LATE PROPOSALS SHALL NOT BE
CONSIDERED**

Refer Questions to:

Lisa Emery, CPPB, Procurement Analyst
Phone: (503) 988-7541
Email: lisa.a.emery@multco.us

Submit Proposals to:

Multnomah County Purchasing
501 SE Hawthorne Blvd, Suite 125
Portland, OR 97214

Pre-Proposal Conference:

There will be a pre-proposal teleconference for this Solicitation on January 29, 2015 at the Multnomah County Elections Building located at 1410 SE Morrison Street Portland, OR. Attendance is: Optional, but recommended. See Section 1.2 for teleconference registration details.

This RFP is issued under the provisions of the Oregon Revised Statutes Chapters 279A and 279B, Multnomah County PCRB public contracting rules. All proposers are charged with presumptive knowledge of the cited authorities. Submission of a valid executed proposal by any proposer shall constitute admission of such knowledge on the part of such proposer.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Electronic copies of this RFP and attachments, if any, can be obtained from the Multnomah County Purchasing Website at: <http://www.multcopurch.org>.

All Proposal documents shall be submitted in hard copy. Electronic or facsimile submissions shall be rejected.

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PART 1 – PROCEDURAL INFORMATION

1.0 RFP ORGANIZATION

This RFP is organized into five parts:

Part 1, Procedural Information: Provides an overview of the procurement process and conditions.

Part 2, Service Description, Funding, and Contracting Information: Provides a general description of the services to be performed, delineates responsibilities, defines deliverables (as applicable), funding and contracting terms.

Part 3, Proposal Questions and Evaluation Criteria: Describes questions to be answered and how proposals will be evaluated by the County.

Part 4, Proposal Submission Instructions: Describes the required format, instructions for submitting proposals, and minimum requirements.

Part 5, Attachments and Electronic References: Provides additional information and forms necessary to complete the proposal submission.

1.1 PROCUREMENT TIMETABLE

Activity	Section	Scheduled Date/Time
Date Issued	Cover page	January 23, 2015
Optional Pre-proposal conference	1.2	January 29, 2015
Questions or protests of specifications due to Purchasing in writing	1.3.1	February 13, 2015
Purchasing response to written questions	1.3.1	February 19, 2015
Proposal submittal deadline	Cover page	February 23, 2015
Proposal evaluation period		February 25, 2015 – March 4, 2015
Proposed oral evaluation period		March 12, 2015 – March 13, 2015
Provider selection		On or around March 16, 2015
Contract start date		June 1, 2015

Multnomah County reserves the right to deviate from this schedule.

1.2 PRE-PROPOSAL CONFERENCE

There will be an **OPTIONAL** pre-proposal teleconference for this solicitation on January 29, 2015 at 11:00 AM local Portland time. You must RSVP by email to lisa.a.emery@multco.us no later than January 27, 2015, to participate. Participants will receive dial-in information by January 28, 2015. **Please send complete contact information for each person attending.**

1.3 PROTESTS

1.3.1 Protest of Specifications

Any Proposer requiring clarification of the provisions of this RFP must submit specific questions in writing to the County Procurement Analyst listed on the cover page of this RFP. Any Proposer protesting any provision in this RFP must submit protest(s) in writing to the County's assigned Procurement Analyst listed on the cover page of this RFP. Any protest must address the requirement, provision or feature of this RFP or its attachments, including but not limited to the contract, that the potential Proposer believes is ambiguous, unclear, unfair, contrary to law or likely to limit competition. The purpose of this deadline is to allow the County time to correct any term or condition in this RFP or contract that may be unlawful, improvident, unduly restrictive of competition, or otherwise inappropriate. By allowing corrections before opening Proposals, the County intends to avoid or minimize much of the waste inherent in protests and in the possible rejection of all Proposals. Failure of a Proposer to protest in accordance with this section shall be deemed acceptance of the

terms of this RFP and contract, and a waiver of Proposer's rights to later contend that either the RFP or contract is ambiguous, unclear, unfair, contrary to law or likely to limit competition.

The deadline for submitting questions or protests is 4:00 P.M. on the date listed in the timeline. If Multnomah County determines that additional information or clarification is necessary, such information or clarification will be supplied in addenda that will be sent by e-mail or mail to all persons or firms that have received the Notice of Open Solicitation from Purchasing, registered on the Purchasing website for this solicitation, or who signed-in at the pre-proposal conference (if held). Available addenda may also be downloaded from the Purchasing website www.multcopurch.org. All such addenda shall have the same binding effect as though contained in the main body of the Request for Proposals. Oral instructions or oral information concerning the specifications from County managers, employees or agents to prospective Proposers shall not bind Multnomah County. Purchasing shall issue all Addenda not less than five (5) calendar days prior to the proposal deadline.

After closing, Multnomah County reserves the right to issue Addenda to all Proposers who submitted proposals, or to those Proposers determined to be in the Competitive Range, if applicable, in order to communicate program requirements and arrangements and other information as determined necessary by the County.

1.3.2 Protests of Intent to Award

The following procedure applies to Proposers who wish to protest a disqualification of proposal or award of contract:

1. All protests must be in writing and physically received by the Purchasing Manager no later than 4:00 P.M. on the fifth (5th) working day after the postmarked notice of intent to award or disqualification.

Address protests to:

PROTEST OF AWARD OR DISQUALIFICATION TO RFP NO. 4000003145
ATTN: Purchasing Manager
Multnomah County Purchasing
501 SE Hawthorne Blvd Suite 125
Portland OR 97214

2. Proposers may protest only deviations from laws, rules, regulations, or procedures. Protests must specify the grounds for the protest including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The judgment used in scoring by individual evaluators is not grounds for protest. **Disagreement with the judgment of evaluators may not be protested.**

Protests not filed within the time specified in paragraph 1, above, or which fail to cite the specific law, rule, regulation, or procedure upon which the protest is based shall be dismissed.

1.4 REALISTIC PROPOSALS

It is the expectation of the County that proposers can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

Multnomah County shall bear no responsibility or increase obligation for a Proposer's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

1.5 CLARIFICATION OF RESPONSES

Multnomah County reserves the right to request clarification of any item in a Proposer's proposal or to request additional information prior to evaluation necessary to properly evaluate a particular proposal. All requests for clarification and responses shall be in writing and issued through the assigned Procurement Analyst from Purchasing. Except for requests and responses related to a clarification necessary to evaluate whether a

proposal has met minimum requirements, all requests for clarification and responses shall be provided to each evaluator.

1.6 REJECTION OF PROPOSALS

Multnomah County reserves the right to reject any or all responses to this Request for Proposal if deemed in the best interest of the County.

Multnomah County reserves the right to:

1. Award a contract in part;
2. Reject any and all proposals in whole or in part; and
3. To waive technical defects, irregularities and omissions if, in its judgment, the best interests of the County will be served.

1.7 COST OF PREPARATION OF RESPONSE

Costs incurred by any Proposer in preparation of a response to this Request for Proposal shall be the responsibility of the Proposer.

1.8 CONFIDENTIALITY

Multnomah County is required to disclose non-exempt public documents pursuant to ORS 192.410-192.505). ORS 192.502(4) exempts the County from disclosing information submitted in response to a solicitation where the information is such that it "should reasonably be considered confidential."

A Proposer who determines that information within a proposal meets the statutory requirement and desires that such information remain confidential shall mark the bottom of the pages containing such information with the word "CONFIDENTIAL." Confidential statute being referenced should be noted at the beginning of confidential section; the end of confidential section should also be clearly marked.

If a Proposer marks every page of a proposal as "CONFIDENTIAL", the statutory requirement is not met; any proposal so marked will not be deemed to have been submitted in confidence, and upon request, the entire proposal will be disclosed.

The County will keep properly marked information confidential unless ordered to release the information and materials by the District Attorney pursuant to ORS 192.460.

After award, the contract executed by the County and the successful Proposer will be a public document subject to disclosure. No part of the contract can be designated as confidential.

1.9 REFERENCES

The County reserves the right to investigate references including customers other than those listed in the Proposer's submission. Investigation may include past performance of any Proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment to employees and workers or any other criteria as determined by Multnomah County.

1.10 PUBLICITY

Any publicity giving reference to this project, whether in the form of press releases, brochures, photographic coverage, or verbal announcement, shall be done only after prior written approval of Multnomah County Purchasing and the Public Affairs Office.

1.11 CANCELLATION

Multnomah County reserves the right to cancel this solicitation any time before execution of a resulting contract by both parties if cancellation is deemed to be in Multnomah County's best interest. In no event shall Multnomah County have any liability for the cancellation of this solicitation.

1.12 DISPUTES

In case of any doubt or differences of opinions regarding the items or service to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of Multnomah County shall be final and binding upon all parties.

1.13 COLLUSION

A Proposer, submitting a proposal hereby certifies that no officer, agent, or employee of Multnomah County has a financial interest in this proposal; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer and that the Proposer is competing solely on its own behalf without connection or obligation to any undisclosed person or firm.

1.14 CERTIFICATION REGARDING CONFLICT OF INTEREST

Proposers are required to certify (in the Proposer Representations and Certifications Attachment 1) whether the Proposer is or is not aware of any potential organizational conflict of interest (COI). If the Proposer is aware of a conflict, then Proposer is required to provide a disclosure statement in its proposal describing all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and any directors, or any proposed consultant or subcontractors) may have a potential organizational conflict of interest. Proposers responding to this solicitation are required to disclose any such business or financial relationships. The disclosure statement must identify and address any actual or potential organizational COI within the Proposer's entire organization, including parent company, sister companies, affiliates, and subsidiaries. In addition to identifying potential organizational COI, the disclosure statement shall describe how any such conflict can be avoided, neutralized, or mitigated. Also, all contractors shall disclose any actual or potential COI. The County Attorney will determine a proposer's eligibility for award based on the information provided in the disclosure statement.

1.15 LOCAL PURCHASING PREFERENCE

Multnomah County desires to employ local businesses in the purchase or lease of any personal property, public improvements or services to support the local economy in the State of Oregon so that residents benefit from local employment opportunities that are generated. Therefore, Multnomah County shall prefer goods or services that have been manufactured or produced by an Oregon business if price, fitness, availability, and quality are otherwise identical.

1.16 SUSTAINABLE PURCHASING

In 2010, Multnomah County initiated a new Sustainable Purchasing and Social Equity Policy that demonstrates support for our sustainability goals by integrating environmental stewardship and social equity, as well as fiscal responsibility, into the procurement process. The County seeks to partner with suppliers who demonstrate a commitment to these considerations. Examples of such practices include but are not limited to: resource conservation, waste reduction, minimized paper use, and use of alternative transportation methods among other sustainable best practices.

The County recognizes that suppliers can take multiple paths, ranging from simple to complex, to help support these goals. The list below is meant to guide Proposers as they describe their sustainable practices within their RFP responses.

1. Comprehensive energy conservation measures;
2. Renewable energy use;
3. Water conservation measures;
4. Waste management and reduction plans;
5. Alternative fuels and transportation plans;
6. Sustainable purchasing;
7. Supplier diversity;
8. Fair trade and labor policies; and
9. Community engagement and support for underserved populations.

1.17 EEO CERTIFICATION REQUIREMENT

Contracts in excess of \$75,000 which originate from this RFP are subject to the County's Equal Employment Opportunity (EEO) requirements, as outlined in PCRB 60-0040 and the sample Multnomah County contract attached to this RFP. Contractors must be certified before a contract is executed.

1.18 INVOICES

All invoices shall be prepared on contractor's letterhead or standard invoice form and shall include:

1. Contractor's name and address and a phone number for questions about the invoice;
2. Contractor's invoice number;
3. Invoice date;
4. Multnomah County contract number; and,
5. Any additional information required in Exhibit 1 of the finalized contract.

1.19 PAYMENT

It is the County's Policy to make recurrent contract payments to contractors via electronic payment. The contractor(s) selected under this solicitation will have the option to receive payments through Automated Clearing House or by credit card via ePayables.

County shall pay the invoice within 30 calendar days unless otherwise provided in Exhibit 1 of the finalized contract.

PART 2 – SCOPE OF SERVICES/SOLUTION REQUIREMENTS, FUNDING AND CONTRACTING INFORMATION

2.0 PURPOSE AND OVERVIEW

The Multnomah County Department of Community Services, Elections Division is seeking Proposers from whom it may purchase a Ballot Tally System. This solution and its associated services are intended to assist the voters of Multnomah County, Elections Division Staff, and Secretary of State Elections Division Staff.

Major requirements include:

- Installation of new hardware, software and any other technology components required to support the system, such as a standalone local area network.
- Training
- Integration, User Acceptance and Performance/Stress Testing
- Report development
- Converting past election definition and results data to the new system

2.1 INTRODUCTION AND PROGRAM HISTORY

Multnomah County Elections conducts all local, city, county, state and federal elections for the citizens of Multnomah County. Local elections include boards of directors for schools and special districts as well as local measures. City elections include those for city offices as well as annexations and other city issues. County elections are for county officers and county measures. State elections include Oregon House and Senate races as well as state-wide offices and state measures. Federal elections include Congressional, US Senate and Presidential races.

Multnomah County's optical scan tally machines (ES&S M650) and software have been in use since 2003. The 650s continue to count ballots accurately but due to their age have a high rate of mechanical failure and require almost hourly cleaning and maintenance during peak use. The 650s also have a very low rate of throughput at about 1,000 ballots per hour for 17 inch ballots and about 2,000 ballots per hour for 14 inch ballots. Elections currently owns six 650s but during large election cycles, rents three additional 650's to ensure that ballots can be counted in a timely fashion despite significant downtime due to mechanical failure.

Since 2003, the industry has been moving away from optical scan in favor of digital imaging. Digital imaging technology has several advantages over optical scan including greater throughput and a digitally captured image of every paper ballot. New systems can process ballots eight times faster than the County's current system.

2.2 GOALS, VALUES AND OTHER IMPORTANT CONSIDERATIONS

The County seeks to achieve the following goals by implementing the new solution:

- Boost system throughput for vote capture. The current machines can process about 1000 ballots per hour for 17 inch ballots and about 2000 ballots per hour for 14 inch ballots. The County seeks to realize significant improvements over current system capacity.
- Make the tabulation of votes speedier and improve the efficiency of the ballot adjudication process.
- Maintain high standards for ballot design and production.
- Enhance audit capabilities, transparency and openness to public scrutiny.
- Upgrade reporting capabilities.
- Improve system administration.

2.3 TARGET POPULATION SERVED

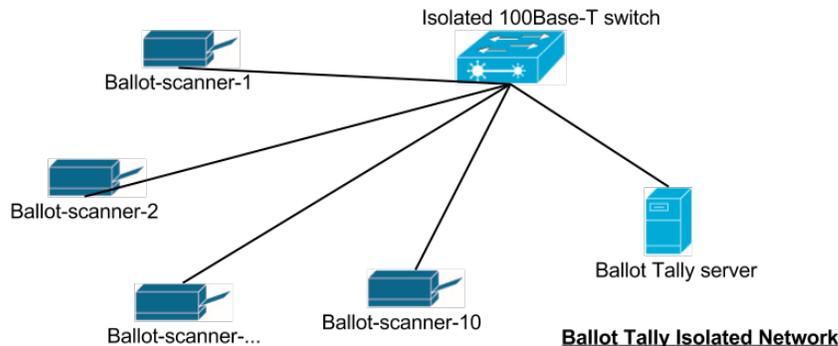
The target audience to be served by this purchase is the staff of the County Elections Division and the voters of Multnomah County.

2.4 FUNDING

Multnomah County IT has budgeted \$500,000 for the software, hardware and implementation costs associated with this solicitation.

2.5 MULTNOMAH COUNTY TECHNICAL ENVIRONMENT

The system will reside in the Multnomah County Elections building at 1040 SE Morrison St, Portland, Oregon. The equipment will be installed in a standalone room, which is isolated completely from the rest of the Elections division facility. The drawing below describes the existing network infrastructure in the room.



1. There are 10 available CAT5E data drops, arranged in a semi-circle (on the ceiling). They terminate on a dedicated patch panel, with no connection to external or building networks.
2. A single 10/100Base-T switch resides within the rack supporting the patch panel. It has no connections to any external network.
3. The current tally server and storage reside in the same rack (and are connected to the switch directly).
4. Additional data drops could easily be added, if needed.

2.6 SCOPE OF SERVICES/SOLUTION REQUIREMENTS

2.6.1 Functional Requirements

The overall scope of the project is to replace the existing ballot tally machines and the current Election Management System, including election definition, ballot design, ballot tabulation and results reporting.

Much of the basic functionality of voting systems is dictated by federal certification requirements. Therefore this section focuses on defining key requirements that are specific to Multnomah County or that are considered critical. The proposed solution must have the ability to:

1. Process voted ballots up to 7 days before Election Day and suppress election results until 8 pm on election night.
2. Process typical ballot volumes experienced by Multnomah County in a reasonable timeframe and should enable to county to improve its current throughput. For example, in the 2012 Presidential election, 367,992 ballots were cast. 43% of ballots received came in on the day before or the day of the election. Additional data on past elections is available at the elections website at <http://multco.us/elections/archived-results-and-history>.
3. Import election definition data from the OCVR (Oregon Centralized Voter Registration) system.
4. Output ballots for printing by 3rd party service providers, or using other County systems such as the ballot on demand system.

5. Extract election results and format them for publishing on the County's web site.
6. Support centralized tallying of paper ballots.
7. Extract data for publishing to the state of Oregon reporting system (ORESTAR).
8. Guarantee the security and integrity of election data.
9. Enable the County to create and design ballots in house.
10. Import past election definition and results data to the new system.
11. Enable the County to achieve goals defined in Section 2.2

2.6.2 Technical Requirements

The system must, by design, be isolated from the rest of the County's IT environment, and we expect the vendor to be responsible for supporting both hardware and software components of the system on an ongoing basis. As such, we do not have specific technical requirements other than any technical requirements required for certification by the State of Oregon. The County has a preference for a system that is architected, from both a software and hardware standpoint, to be flexible enough to:

1. Accommodate future changes in functional requirements
2. Leverage new technologies
3. Enable the vendor to deliver software patches and upgrades in a timely manner

2.6.3 Implementation Requirements

1. The County expects the solution to be fully implemented by September 1, 2015.
2. County expects a turn-key solution. Proposer will be responsible for procuring and installing all hardware components of the solution and for installing and configuring all software components of the solution.
3. In addition, the proposer will provide training to Multnomah County Elections staff on how to use, maintain and administer the system.

2.7 FISCAL REQUIREMENTS AND REPORTING

Not Used

2.8 PERFORMANCE MEASURES/PERFORMANCE CONTRACTING

Not Used

2.9 CONTRACT NEGOTIATION

The County will initiate contract negotiations with the responsive and responsible Proposer with the highest scoring proposal. Multnomah County may, at its option, elect to negotiate general contract terms and conditions, services, pricing, implementation schedules, and such other terms as the County determines are in the County's best interest. If negotiations fail to result in a contract, the County reserves the right to terminate the negotiations and initiate contract negotiations with the next highest scoring responsive and responsible Proposer. This process may continue until a contract agreement is reached.

2.10 CONTRACT AWARD

Through this RFP process, the County is seeking to award one contract. Award, as determined by the County, will be made to the responsible Proposer whose Proposal the County determines is most advantageous to the County based on the evaluation process and evaluation factors described in this RFP.

The County reserves the right to select Proposers who have submitted a proposal scoring fewer points than a higher scoring proposal based on the Proposer's ability to best meet the County's programmatic needs. If a Proposer who has submitted a proposal that has scored fewer points is recommended for selection, the Board of County Commissioners must approve the award.

Multnomah County strongly encourages the participation of Minority-Owned, Women-Owned, and Emerging Small Businesses and Organizations in providing these services.

2.11 CONTRACT TERM

Fixed term with options.

The contract term shall be three (3) years. The County shall have the option to renew this contract for three (3) additional one (1) year period(s).

2.12 COMPENSATION AND METHOD OF PAYMENT

Compensation method for implementation services and hardware: deliverables-based payments upon acceptance with a not to exceed cap.

Compensation method for ongoing services, software maintenance and support or subscriptions, etc. will be subject to negotiation once the County has selected a Proposer.

2.13 COOPERATIVE PURCHASING

Other public agencies may establish contracts or price agreements directly with the awarded contractor under the terms, conditions and prices of the original contract Pursuant to ORS 279A.215 and agreement by the selected Contractor to extend the terms, conditions and prices of the original contract.

2.14 INSURANCE REQUIREMENTS

The Proposer awarded a Contract as a result of this RFP will be required to provide the insurance described in Exhibit 2 of the attached Multnomah County Services Contract.

Minimum insurance requirements:

Type of Insurance	Per Occurrence	Aggregate
Professional Liability	\$1,000,000	\$2,000,000
Commercial General Liability	\$1,000,000	\$2,000,000
Commercial Automobile Liability	\$1,000,000	N/A
Worker's Compensation	Required per ORS 656.017; not less than \$500,000	

PART 3 – PROPOSAL EVALUATION, QUESTIONS AND INSTRUCTIONS

3.0 MULTI-TIERED PROCUREMENT OVERVIEW

- In the first step, Multnomah County will evaluate written proposals and make a determination of competitive range.
- In the second step, Multnomah County will evaluate an on-site product demonstration and oral evaluation.
- In the third step, Multnomah County may, in its sole discretion, exercise its option for Discussions and Best and Final Offers (BAFO).

3.1 EVALUATION PROCESS AND SCORING SUMMARY

3.1.1 Evaluation Process and Scoring Summary for Written Proposals

Evaluation of proposals received in response to the RFP will be conducted comprehensively, fairly and impartially. Structured quantitative scoring methods will be used to maximize the objectivity of the evaluation. The evaluation committee of designated reviewers shall review and evaluate proposals. The committee will be composed of individuals with experience in, knowledge of, and program responsibility for program service and financing.

Each evaluator shall independently assign a score to each evaluation criterion based on the written proposals. Then the evaluators shall meet at a Proposal Evaluation Session and share their key findings from each Proposal individually. After sharing their findings, each evaluator shall be given an independent opportunity to revise their draft scores and to finalize them. Final scoring by each evaluator will then be summed.

The written proposal is divided into 11 sections, with points allocated as follows:

Section	Description	Possible Points
3.2.1	Vendor Qualifications	5
3.2.2	General System Requirements	5
3.2.3	Hardware	5
3.2.4	Ballot Design and Preparation	12
3.2.5	Ballot Tabulation	12
3.2.6	Reporting & Data Management	9
3.2.7	Implementation	5
3.2.8	Training	5
3.2.9	Support, Maintenance & Contract	12
3.2.10	Cost Proposal	5
3.2.11	Sustainability & Social Equity	25
TOTAL		100

3.1.2 Determination of Competitive Range

The two (2) highest scoring Proposers will comprise the Competitive Range for the On-Site Product Demonstration and Oral Evaluation, unless the County, in its sole discretion, decides to increase or decrease the Competitive Range based on the following considerations:

1. The County may increase the number of Proposers in the Competitive Range if, in the sole determination of the County, the County determines that there is a natural break in the scores of Proposers indicating a number of Proposers greater than two (2) are closely competitive and have a reasonable chance to be the Most Advantageous Proposer.

2. The County may decrease the number of Proposers in the Competitive Range if, in the sole determination of the County, fewer than two (2) Proposers have a reasonable chance to be the Most Advantageous Proposer.

All Proposers whose Proposals met the minimum requirements will receive written notice of the Proposers who have been determined to be within the Competitive Range. Proposers within the Competitive Range will continue to the next step of evaluation, as outlined in Section 3.1.3 below.

3.1.3 Evaluation Process and Scoring Summary for On-Site Product Demonstration and Oral Evaluation

In the second step of the evaluation process, Proposers will be asked to participate in an on-site product demonstration and oral evaluation at Multnomah County in Portland, Oregon.

Scheduling of product demonstration and oral evaluation will be by rank with the Proposer with the lowest scoring Proposal scheduled first. Additional instructions will be provided to Proposers determined to be within Competitive Range at the time of scheduling.

On-site Product demonstrations and oral evaluations are currently scheduled for March 12 and 13, 2015. Proposers must certify in their proposal that they are available to attend during those days.

In the event that Multnomah County must re-schedule, a representative of the County will contact proposers no less than ten (10) days in advance of the scheduled date. In the event that a Proposer fails to attend the scheduled demonstration, the Proposer will receive a default score of 10% of the total possible points for the demonstration and will be disqualified from further steps in the process.

The evaluation panel may invite others including, but not limited to, potential software end-users, County management, and outside experts to view the product demo to provide input to the evaluation panel.

Multnomah County reserves the right to create audio and video recordings of the product demo and oral evaluation.

The topics for the Proposers to use during this demonstration and oral evaluation are provided in Section 3.3. No additions, deletions or substitutions may be made to written Proposals during the product demonstrations and oral evaluations. After evaluating the written proposals, the County will submit clarifying questions, in advance, to the proposers who are invited to attend the Product Demonstration and Oral Evaluation.

Multnomah County will allow the invited proposers to setup equipment for the product demonstration a day prior to the scheduled evaluation meeting. The County intends to start with the product demonstration and may also ask clarifying questions regarding the demonstration or implementation scenarios provided as a part of the oral evaluation. After the product demonstration, the proposer will be asked to present a brief overview of their proposal and respond to the clarification questions previously provided. The County will have the opportunity to ask additional clarifying questions based upon the day's activities.

A total of 150 points is available for the Demonstration and Oral Evaluation. Proposers will be asked to present on demonstration of the proposed solution, following the script defined elsewhere in the RFP. A total of 75 points will be allocated to the demonstration. The oral evaluation will be based on the same categories as the written proposal, with the same point total, except that the sustainability and social equity section will be excluded. Thus, a total of 75 points will be allocated to the Oral Evaluation. Evaluation criteria will be the same as for the corresponding sections in the written proposal.

The demonstration is divided into the following categories with points allocated as follows:

Section Description	Possible Points
1. Creating an election from OCVR data and generating ballot styles.	20
2. Creating an election from data provided in the RFP and generating ballot styles.	20
3. Demonstration of ballot tabulation using a marked set of test ballots.	35
TOTAL	75

The oral evaluation will be based upon the same categories as in the written proposal, minus the responsible business practices section, with points allocated as follows:

Section	Description	Possible Points
3.2.1	Vendor Qualifications	5
3.2.2	General System Requirements	5
3.2.3	Hardware	5
3.2.4	Ballot Design and Preparation	12
3.2.5	Ballot Tabulation	12
3.2.6	Reporting & Data Management	9
3.2.7	Implementation	5
3.2.8	Training	5
3.2.9	Support, Maintenance & Contract	12
3.2.10	Cost Proposal	5
TOTAL		75

Each evaluator shall independently assign a score to each evaluation criterion based on the product demonstration and oral evaluation. Then the evaluators shall meet at a Proposal Evaluation Session and share their key findings from each demonstration individually. After sharing their findings, each evaluator shall be given an independent opportunity to revise their draft scores and to finalize them. Final scoring by each evaluator will then be summed. The finalized scores will be added to the score for the written Proposal.

At that time, the County may choose to make its final selection and award to the responsible Proposer whose Proposal the County determines is most advantageous to the County based on the evaluation process and evaluation factors described in this RFP or may, in its sole discretion, choose to exercise its option for Discussions and Best and Final Offer (BAFO) proposals as described in Section 3.4.

3.2 STEP 1: WRITTEN PROPOSAL INSTRUCTIONS AND QUESTIONS

All Proposers must complete the questions under Section 3.2. Proposers failing to achieve 70% of the total points will not be considered further for an award under this procurement.

Example: Proposer A submits a proposal and receives the following scores from the evaluators:

<i>Rater A:</i>	<i>78 Points</i>
<i>Rater B:</i>	<i>81 Points</i>
<i>Rater C:</i>	<i>60 Points</i>
<i>Total Points:</i>	<i>219 Points</i>
<i>(Minimum necessary: 100 possible points x 3 evaluators x 70% = 210 Points)</i>	

As a result, Proposer A has met the minimum requirements to provide these services, since their total point score of 219 exceeds the minimum number of points required to qualify, 210.

If the total points earned had been less than 210 points, then Proposer A would not have been considered further for an award under this RFP.

Failure to comply with these instructions may result in the rejection of the proposal.

3.2.1 Vendor Qualifications	5 Points Possible
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1. Company Information

Provide the company information requested in the table below. If you are submitting as part of a joint proposal, please re-produce the table and provide the information for both companies with the implementation vendor designated as lead Proposer.

Proposer Name:	
Doing-Business-As (DBA) names:	
Site address, company headquarters:	
Site address, this product:	
Website:	
Name of RFP POC: (Point-of-Contact)	
Desk phone/voice-mail, POC:	
Mobile phone, POC:	
E-mail, POC:	
Length of time in business:	
Primary area of business/expertise:	
Gross revenue for FY 2013 (in US dollars) or FY 2014, if available.	
How many developers and analysts are dedicated to this product?	
What is the annual R&D budget for this product?	

<p>How many live installations of this product are there currently?</p>	
<p>How many installations are in public sector (i.e., federal, state and local government) entities?</p>	
<p>How many implementations of the recommended product has your organization performed?</p>	
<p>Of these, how many were for public sector entities?</p>	
<p>Does your company have experience over the last 5 years with jurisdictions that perform centralized tallying of paper ballots? If so, describe that experience.</p>	
<p>How many employees or consultants do you have who have experience implementing this product?</p>	
<p>Does your proposed solution use subcontractors to implement and/or provide post-installation support? If so, name and describe the use and experience of all proposed subcontractors</p>	

Provide a brief overview and history of your company.

Evaluation Criteria:

- *Proposal adequately describes both the Software and Services providers and provides evidence of fiscal responsibility, corporate stability, the ability to perform the proposal successfully, and the ability to provide and support a solution that will meet the County's needs over a reasonable period of time (5-10 years).*

SOLUTION REQUIREMENTS

3.2.2 General System Requirements

5 Points Possible

1. Provide an architecture diagram that identifies all software, hardware and networking components used in operation of the system including ballot design, ballot scanning and tabulation, and results reporting. Include all 3rd party software components such as operating systems, DBMS, browsers, report writing tools, etc. Label and attach the diagram as **Attachment A** to your proposal response.
2. Specify details of all software components utilized in the solution using the "Software Specifications Table" in **Attachment 4**.
3. Can your system ensure the security, accuracy and reliability of election data? If so, describe the process for doing so.
4. Does your system offer audit functionality? If so describe the process for doing so. What elements of your system are covered by the audit function?
5. Can custom modifications be made to your system? If so, how are those modifications made? Who can make custom modifications?
6. Does your system have a security scheme? If so, describe how the security solution addresses access control, including network access and physical access; data management and data access; environmental controls (power, air conditioning, etc.) and off-line storage; human resource security; and audit trails and usage records.
7. Describe your vision for the product. Include dates of any upcoming planned releases and describe .new functionality included in these releases. Over the medium to long-term, describe how you plan to evolve the product in order to keep up with changing technology and business requirements. In particular describe how you plan to roll out bug fixes and new capabilities given the stringent certification requirements for voting software.
8. The County wishes to have the system installed, fully tested, and available for use by the County no later than September 1, 2015. When would implementation need to start in order for you to meet that deliverable date?
9. Are you aware of any system bugs or errors? If so, describe how those impact users of your system.
10. Has your system been implemented in at least one jurisdiction comparable in size to Multnomah County that performs centralized tallying of paper ballots? If so, what is the name(s) of that jurisdiction?

Evaluation Criteria:

- *Proposal has a clear and understandable architecture diagram.*
- *An unambiguous picture emerges showing how the proposed solution operates with a view on how it will evolve in the future.*
- *Proposal describes these aspects of the solution will support the County's goals and requirements as described in Sections 2.2, 2.5 and 2.6.*

3.2.3 Hardware**5 Points Possible**

1. Describe and provide technical specifications and minimum configuration requirements for all hardware components that make up the total of your proposed solution. Indicate the recommended number of each component type (e.g. database server, web server, scanning unit, workstations, network equipment items, etc.) based on the size of Multnomah County. Provide this information using the "Hardware Specifications Table" in **Attachment 4**.
2. Describe any anticipated hardware upgrades. When do you anticipate the new hardware being certified for use?
3. What is the amount of sustained operational time the scanning equipment is capable of providing? Describe how this is delivered.

Evaluation Criteria:

- *Proposal plainly specifies all of the hardware specification and configuration requirements.*
- *Proposal provides specific information related to any known or anticipated hardware upgrades.*
- *Proposal specifies how the claimed sustained operational time was determined.*
- *How well the hardware components of the solution support the County's goals and requirements as described in Section 2.2, 2.5 and 2.6.*

3.2.4 Ballots Design and Preparation**12 Points Possible**

1. In your system is the process by which ballots are created integrated with the ballot tabulation function? If so, describe how this integration takes place.
2. Does your ballot system integrate with the Oregon Centralized Voter Registration system (OCVR)? If yes, describe how this is accomplished.
3. Are there any district number limitations in your proposed solution? If so, describe.
4. Is there a limit on the number of ballot styles your system can manage for each election? If so what is that number?
5. Can the system handle multiple precincts splits? If so, describe any limitations that may exist.
6. Is there a maximum number of targets (such as boxes, ovals, or arrows) available for each ballot size? Describe whether the target is placed on the left or right side of the candidate or measure name and whether the distance between ballot targets is variable, vendor specified or user determined. Can the target size and placement be manipulated?
7. Are there any options and restrictions in your system that may exist regarding the size of the ballot? Provide range of ballot dimensions, including the smallest and largest ballot dimensions.
8. In your system, can ballots make use of multiple fonts? Is there any limit as to the number or type of fonts that can be used on a ballot? Can very large and/or very small fonts be used? Can shading, colors, and graphic features such as boxes or lines be used to enhance ballot appearance and readability?
9. Is your system capable of using both single and double sided ballots? Describe ballot requirements and/or limitations. Provide samples of all available ballot styles and label and include the samples as **Attachment B** to your proposal response.
10. Are there any restrictions on how ballots are fed into the ballot scanning device? Does the size or use of single/double-sided ballots affect this?
11. Describe vendor options, requirements, and recommendations for printing ballots. Do you require the County use a specific vendor or can we select our own vendor for the printing of ballots? Is there the ability to print ballots directly from the ballot layout system to ballot stock?
12. Do you require printing vendors to obtain certification for printing ballots from your system? If so, what is the cost estimate to the vendor of obtaining that certification?

13. Are there any physical requirements regarding the ballot such as the paper type and weight, type of ink that must be used, etc.? If so, provide details.
14. Can the ballot design be transferred from your system to a ballot printer? If so describe the process and options available.
15. Is any special equipment, such as marker, pens, etc., required for voting the ballots?
16. Are there any writing instruments that should not be used for marking the ballot?
17. In your system do folded ballots (either and or both horizontally or vertically) affect the ability of vote counting devices to read ballots? If so describe how this problem is addressed/resolved.
18. Is any pre-processing of ballots required or recommended before scanning them?
19. Can your system handle alternate voting techniques such as fusion voting, preference voting or ranked choice voting?
20. How many party names can be printed opposite a candidate's name? Describe how this is handled.

Evaluation Criteria:

- *Proposal provides a clear and flexible methodology for creating and preparing ballots for printing. Dependencies, if any, are called out.*
- *Proposal provides clear evidence that the ballot design and handling capabilities of the system are sufficient to meet the County's needs*

3.2.5 Ballot Tabulation

12 Points Possible

1. What is the average rate of ballots counted per hour for previously folded ballots? Is there a maximum number counted per hour?
2. How are ballots that need adjudication identified and separated?
3. What is the process in your system for tabulating write-in votes? Can your system be set to tabulate write-in ovals for immediate results reporting with specific name tallying at a later time?
4. Does the system count over- and under-votes? If so, describe the process and how the over/under determination is made.
5. Can the system tabulate by ballot style?
6. Can your system tabulate votes cast in split precincts where all voters residing in one precinct are not receiving the same ballot style? If so, describe how this addressed.
7. Can ballot tabulation be completed by precinct, batch or either? If so, describe how this handled.
8. Is the system capable of scanning and resolving ballots in such a way that results can be suppressed until 8 PM on Election Night? If so, describe how this is handled including security measures in place to prevent early release of results.
9. Is there a testing process in place to ensure the accuracy of results on Election Night? If so, describe the process.

Evaluation Criteria:

- *Proposal manifestly shows the ballot tabulation process is fast, accurate and adept at handling exceptions.*

3.2.6 Reporting and Data Management

9 Points Possible

1. Can election results from the proposed solution be transferred to the state of Oregon's election reporting system ORESTAR? If so, describe how this is accomplished.

2. Describe the reporting capabilities of your system. Include a detailed list of available reports and examples of some of the reports. Label and attach the list and sample reports as **Attachment C** to your proposal response.
3. The County prefers a system capable of printing an alphanumeric precinct report containing the number of ballots cast, the number of ballots with write-ins, office title, candidate names/issue, and vote totals for each candidate/issue, the number of over-votes in each race and the number of under-votes. If your system can meet this preference describe this capability.
4. The County desires a user-friendly flexible ad-hoc query and report generator that does not require professional data processing assistance. Does your system provide these capabilities? Please describe. Can data/reports be downloaded in a standard format such as Excel or CSV?
5. If ad-hoc reporting is offered, can ad-hoc report settings be saved?
6. Does your system prepare election results reports to be published on Election Night on the Internet? If so, describe the process.
7. Are the same reports available from each scanner available with the central tabulation device?
8. Can reports and results exports be run while the scanner is scanning ballots or do they need to be idle to run reports? Describe how reports are run.
9. Can your system report on the activity of individual scanner/workstations? Describe how this is done.
10. Can final results (i.e., cast vote records) be archived for long-term storage and access? If so, describe how this done.
11. Do you have recommendations as to printer hardware requirements for reporting functions? If so, describe these requirements.
12. To print reports does a printer need to be attached to each tabulation unit including the central tabulation device? Describe how many printers are needed with your solution.

Evaluation Criteria:

- *The proposal describes in detail the range of reporting functions and demonstrates that the reporting capabilities meet the County's requirements.*

3.2.7 Implementation

5 Points Possible

1. The County's counting room is 1824 square feet in size. Given that size can your solution be physically set up in that amount of space? What is the amount of space that your solution would require? What sort of configuration would you recommend?
2. What resources do you expect the County to provide during the installation process? If any are required, specify those resources required from the Elections division as well as from IT and estimated number of hours needed.
3. Proposer is expected to install all software including all network, operating system and application software and setup the solution including all hardware and connections provided as part of the system. Describe your plan to accomplish this work. The description should include how you will address issue management, risk management, integration, scope management, schedule management, quality management, quality assurance and change control.
4. Provide a high-level implementation timeline given the recommended system configuration for the County. The timeline should account for all activities that take place from when the contract is signed to when the system is fully operational. These activities may include (but are not limited to) the following: Kickoff meeting, requirements gathering/blueprint development, procuring hardware, installing and configuring hardware, installing and configuring software, test planning, test design, test execution.). For each activity, include vendor and County responsibilities related to that activity. Label and attach the timeline as **Attachment D** to your proposal response.

5. Are there environmental considerations, i.e., heating/cooling, power, lighting, etc. required for the counting room? If so, describe.
6. If third party hardware and/or software is required to implement your system, how will the relationship with those third parties be managed? If so, describe.

Evaluation Criteria:

- *The proposal clearly conveys an implementation plan, timeline and resource requirements.*
- *The proposal identifies how the proposer will ensure that the implementation meets time and budget constraints.*

3.2.8 Training

5 Points Possible

1. The proposer shall provide in-house training for staff in the use of your entire system and must be completed no later than August 3, 2015. Can you meet this deadline? If so, describe all training courses that would be provided including the format these training sessions would follow, the time required, a schedule and any physical requirements.
2. Do you have training manuals for the ballot layout and tabulation processes? If so, describe or attach copies, if available. Label and attach the training materials as **Attachment E** to your proposal response.
3. Can you provide documentation on the use of all software and hardware in the tabulation system? Describe the format of the documentation available.
4. Is support available for the initial election set-up, including all districts, address ranges, contests, etc. for the various elections? If so, describe the support arrangements.
5. At the end of the installation, can you provide one complete set of all technical, database, application and end user documentation to the County?
6. Is online documentation available to assist users and administrators? If so, describe these resources and how the County would access them online.

Evaluation Criteria:

- *The proposal provides a thorough training plan and documentation schema.*
- *The proposal describes how the training and documentation provided will ensure that County staff are able to successfully operate the system.*

3.2.9 Support, Maintenance and Contracting

12 Points Possible

1. Service Level Agreement
 - 1.1 Attach a copy of your company's standard Service Level Agreement (SLA). Label and attach the SLA as **Attachment F** to your proposal response.
 - 1.2 The SLA should address: How your company will provide support on Election Day/Night. Is onsite support provided on Election Day/Night?
 - 1.3 The SLA should address: Help desk response time guarantees.
 - 1.4 The SLA should address: Technical support capability. How would your company provide this support to the County?
 - 1.5 The SLA should address: Familiarity of technical support staff / help desk agents with the proposed solution. For instance: skill sets, years of service with you company, technical expertise with the solution, etc.
2. Support
 - 2.1 Is there a backup and recovery plan with your solution? If so, describe any options available with your solution.

- 2.2 Are third party pieces, e.g., laptops, software, operating systems, scanners, network devices, etc. included in your company's solution supported? If so describe how this is done.
- 2.3 What is the process for managing bugs? Do you issue patches to fix individual bugs, or all bug fixes rolled up into releases?
- 2.4 How are software and/or hardware upgrades performed? Describe and include the role of County staff that would be required to play in the installation, testing and implementation of upgrades to the system.
- 2.5 Is the County expected to deliver any maintenance support of your solution? If so, describe.
- 2.6 Include a sample of any hardware and software warranty/maintenance contracts you propose. Label and attach the warranty as **Attachment F** to your proposal response.

3. Contracting

- 3.1 Please complete the attached Terms and Conditions matrix labeled as **Attachment 3**.
- 3.2 Please provide copies of your standard software license agreement, support and maintenance agreements, and any other standard agreements or terms and conditions that you would expect to include in a contract with the County. Label and attach these standard agreements as **Attachment G** to your proposal response.

Evaluation Criteria:

- *Proposal clearly demonstrates how the proposer will provide ongoing support and services to enable the county to successfully conduct elections.*
- *Proposer responds to all of the terms and conditions provided in Attachment 3 and clearly states the reason for any no answers*

3.2.10 Cost Proposal **5 Points Possible**

- 1. Are all minor/major version releases included in cost of Annual Support? If not, what are those additional costs?
- 2. Please provide a detailed breakdown of the 5 year total cost of ownership for the recommended baseline solution using the table below. The baseline solution must meet all the requirements specified in Section 2.6. Include any of the following categories if relevant.
- 3. If relevant, provide cost details for any available enhancements over and above the baseline solution, for example, optional software modules, or additional hardware to enable scaling the solution. This information can be provided in whatever format makes the most sense to convey the information. Label and attach the available enhancements as **Attachment H** to your proposal response, if applicable.

	Year 1	Year 2	Year 3	Year 4	Year 5
Software license					
Implementation - Professional Services					
Hardware - scanners					
Hardware - workstations					
Hardware - server					
Software Maintenance & Support					
Annual services					
Other – please specify					
Other – please specify					

Evaluation Criteria:

- *The Cost proposal will be evaluated by using the following formula: [(Lowest baseline cost of all proposals) / (Baseline cost for this proposal)] x 5 points. For example: suppose there are three proposals. Proposal A has a baseline cost of \$300,000, Proposal B has a baseline cost of \$400,000, and Proposal C has a baseline cost of \$500,000. The score for Proposal B would be calculated as follows: (300,000)/(400,000) * 5 = 3.75 points.*

RESPONSIBLE BUSINESS PRACTICES

3.2.11 Sustainability and Social Equity

25 Points Possible

Our vendors are an integral part of the societies and communities in which they operate. Their influence extends to the employees they depend upon, the environment from which they draw their resources and the marketplace in which they participate. Multnomah County seeks to conduct business with vendors who demonstrate responsible business practices through sustainability and social equity innovations.

1. Sustainability

10 Points Possible

The County has an interest in measures used by its vendors to ensure sustainable operations with minimal adverse impact on the environment. The County seeks to do business with vendors who demonstrate community and environmental stewardship

1. Please specify what sustainable business practices your (agency/business/organization) engages in. These may include, but are not limited to a formal sustainability program and/or policies covering recycling measures; energy and/or water conservation; and a green cleaning policy, or other actions that promote environmental conservation. Please be as specific as possible and provide at least five examples with metrics and details of practices. Include copies of reports, policies or plans, if available. Label and attach the copies as **Attachment I** to your proposal response.

Evaluation Criteria:

- *Proposer provides specific examples, metrics, and details of practices, and copies of reports, policies, or plans related to their sustainable business practices.*
2. Please explain in detail the specific actions that your (agency/business/organization) will take to provide the goods, or execute the services identified in the scope of services (Section 2) in a sustainable manner. How will you minimize the impacts to the environment in the delivery of your goods or services? Please be as specific as possible and provide specific examples, metrics, details of efforts, practices, and/or processes.

Evaluation Criteria:

- *The proposer provides specific examples, metrics, details of practices, and/or processes to deliver goods or services in a sustainable manner.*
3. Going above and beyond industry best practices, what sustainable innovations does your (agency/business/organization) have to offer in the delivery of these goods and/or services? How do these sustainable innovations go above and beyond the industry best practices? Please provide specific details and metrics.

Evaluation Criteria:

- *The proposer provides specific details and metrics of sustainable innovations to offer in the delivery of services.*
 - *Proposer demonstrates how sustainable innovations go above and beyond industry best practices.*
4. Describe in detail your cultural competency and diversity training, and the expectations of recruited staff that will be working with diverse populations to ensure program values and goals are met.

Evaluation Criteria:

- *The proposer describes in detail their cultural competency and diversity training for staff that will not be working with diverse populations, and the cultural competency and diversity training for staff that will be working with diverse populations.*
5. What social equity innovations for cultural and ethnic minority populations can your agency integrate into the delivery of goods and/or services? How do these social equity innovations go beyond industry best practices? Please provide specific examples and demonstrate how you will deliver and track these innovations.

Evaluation Criteria:

- *The proposer provides specific examples of integrating social equity innovations into the delivery of goods and/or services going beyond industry best practices.*
6. How does your agency incorporate equity values, manage diversity and systematically involve consumers, families and communities in all aspects of policy and service delivery?

Evaluation Criteria:

- *The proposer demonstrates the Incorporation of equity values and regular self-assessments.*
- *Demonstrates efforts to manage the dynamics of difference, acquire and institutionalize cultural knowledge, and adapt to the cultural contexts of the communities they serve, and in all aspects of policy-making, administration, practice and service delivery, systematically involve consumers, families and communities.*

2.A Social Equity**10 Points Possible**

Section A. Questions for (Agencies/Businesses/Organizations) With One or More Employees
(If you do not have employees, skip Section A and go on to Section B)

The County is committed to extending contracting opportunities to businesses that demonstrate social equity in the areas of workforce diversity, utilization of State of Oregon certified Minority, Women and Emerging Small Businesses (MWESBs), business practices, and health insurance and other benefits for employees. In order to promote economic growth, the County seeks to maximize the participation of diverse consultants, partners, contractors, and suppliers throughout the duration of the project. Ten percent (10%) of the total possible points to be awarded in this solicitation have been assigned to the Social Equity criteria below.

1. Workforce Diversity

Describe in detail how your (agency/business/ organization) develops an internal diverse workforce. How do you approach internal on-the-job training, mentoring, technical training and/or professional development opportunities addressing diversity? Describe the process(es) used to recruit women and minorities. What types of projects or initiatives have been implemented?

Evaluation Criteria:

- *Proposer describes efforts used to develop an internal diverse workforce.*
- *Proposer describes approach to internal diversity mentoring, training, and/or professional development opportunities.*
- *Proposer describes process(es) used to recruit women and minorities into the organization or agency.*
- *Proposer describes projects and initiatives implemented.*

2. Minority, Women and Emerging Small Business (MWESB) Contracting

A. MWESB Contracting and Past Performance

Within the past 24 months, have you awarded contracts or conducted business with State of Oregon certified MWESB businesses? If yes:

- List the State of Oregon MWESB businesses that your agency/organization/ business conducted business with during the past 24 months.
- Identify the total volume and total overall percentage of contracts awarded to MWESB businesses during the past 24 months.
- Describe any innovative or successful measures undertaken to work with MWESB businesses during the past 24 months.
- Describe any mentoring, technical or other business development services your agency/organization/ business provided to previous or current MWESB sub-consultants or partners, or will provide in relation to the goods or services in this solicitation.

Evaluation Criteria:

- *Proposer lists the State of Oregon MWESB businesses they have had contractual relationships with during the past 24 months.*
- *Proposer discloses the total volume and overall total percentage of all contracts awarded to MWESB businesses.*
- *Proposer describes any innovative or successful measures undertaken to work with MWESB businesses on previous projects.*
- *Proposer describes any mentoring, technical or other business development services provided to previous or current MWESB businesses, sub-consultants or partners, or will provide in relation to the goods and/or services in this solicitation.*

B. Sub-contracting

If you are not providing all the goods or services described in this document, answer the questions below; otherwise, proceed to question 3.

- Describe your agencies/business/ organization's plan for obtaining maximum utilization of State of Oregon certified MWESB firms on this project.
- Describe the outreach and recruitment efforts you intend to make or have already made to certified MWESB businesses including the actual results of your efforts, if applicable.
- Describe the mentoring, technical or other business development services your agency/business/ organization will provide to MWESB businesses.
- If your agency/organization/ business will be utilizing MWESB businesses to provide the goods or services described in this document, please list those MWESB businesses and detail their role within your proposal.

Evaluation Criteria:

- *Proposer describes plan for obtaining maximum utilization of State of Oregon certified MWESB businesses on this project.*
- *Proposer describes outreach and recruitment efforts to be made or already made to certified State of Oregon MWESB businesses including the actual results of efforts, if applicable.*
- *Proposer describes mentoring, technical or other business development services that are/will be provided to MWESB businesses.*
- *Proposer lists MWESB businesses to provide the good or services and details their role within proposal.*

3. Business Practices

- A. Describe in detail how your agency/business/ organization include diverse suppliers, vendors and subcontractors in the conduct of your business and supply chain. Please provide specific examples.

Evaluation Criteria:

- *The Proposer describes efforts, practices and/or processes to include a diverse vendor pool that reflects the diversity of Multnomah County.*
- B. Describe in detail the efforts and activities under taken by your business or organization to create economic and social benefits for current or future generations. Please provide specific examples.

Evaluation Criteria:

- *The Proposer describes efforts or activities such as volunteering, donations, sponsorships, economic and social development participation, youth and community organization participation, scholarships, or other community capacity building activities.*

3.A Employee Healthcare and Other Benefits

5 Points Possible

The County values access to healthcare and other benefits as an important aspect of social equity. We recognize contracting with vendors who offer Healthcare and Other Benefits to their employees demonstrates responsible community stewardship. The County has assigned 5% of the total points available on this solicitation to Healthcare and Other Benefits criteria.

A. Employee Healthcare

Please check the **one** statement below that applies to your (agency/business/organization):

- Proposer offers health insurance to employees that has an Actuarial Value of at least 90% or a Platinum Plan as identified by Cover Oregon (www.coveroregon.com) (3 Points Possible)
- Proposer offers health insurance to employees that has an Actuarial Value of at least 80% or a Gold Plan as identified by Cover Oregon (www.coveroregon.com) (2 Points Possible)
- Proposer offers health insurance to employees that has an Actuarial Value of at least 70% or a Silver Plan as identified by Cover Oregon (www.coveroregon.com) (1 Point Possible)

OR

- Proposer does not offer health insurance that has an Actuarial Value of at least 70% or a Silver Plan as identified by Cover Oregon (www.coveroregon.com) (0 Points)

B. Other Benefits

Please select the statements that apply to your firm:

Sick Leave and Vacation Benefits

Proposer offers paid sick leave and vacation benefits to all full time employees (1 Point Possible)

OR

Proposer does not offer paid sick leave and vacation benefits to all full time employees (0 Points)

Retirement Benefits

Proposer offers retirement benefits to all full time employees (1 Point Possible)

OR

Proposer does not offer retirement benefits to all full time employees (0 Points)

Section B. Questions for Agencies/Businesses/Organizations with No Employees
(If you have employees, skip Section B and go back to Section A)

2.B Social Equity

15 Points Possible

The County is committed to extending contracting opportunities to businesses that support social equity in the areas of workforce diversity, utilization of State of Oregon certified Minority, Women and Emerging Small Businesses (MWESBs) and business practices. In order to promote economic growth, the County seeks to maximize the participation of diverse consultants, partners, contractors, and suppliers throughout the duration of the contract. Fifteen percent (15%) of the total possible points to be awarded in this solicitation have been assigned to the Social Equity criteria below.

1. Minority, Women and Emerging Small Business (MWESB) Contracting

A. MWESB Contracting and Past Performance

Within the past 24 months, have you awarded contracts or conducted business with State of Oregon certified MWESB businesses?

- List the State of Oregon MWESB businesses that your (agency/organization/ business) has conducted business with during the past 24 months.
- Identify the total volume and total overall percentage of all contracts awarded to MWESB businesses during the past 24 months.
- Describe any innovative or successful measures that your organization or business has undertaken to work with MWESB businesses during the past 24 months.
- Describe any mentoring, technical or other business development services you provided to previous or current MWESB sub-consultants or partners, or will provide in relation to the goods or services described in this solicitation.

Evaluation Criteria:

- *Proposer lists the MWESB businesses they have conducted business with during the past 24 months.*
- *Proposer identifies the total volume and overall total percentage of all contracts awarded to MWESB businesses.*
- *Proposer describes any innovative or successful measures undertaken to work with MWESB businesses.*
- *Proposer describes any mentoring, technical or other business development services provided to previous or current MWESB businesses, sub-consultants or partners, or will provide in relation to the good and services described in this solicitation.*

B. Sub-contracting

If you are not providing all of the goods or services described in this document , answer the questions below; otherwise , proceed to question 3.

- Describe your (agency's/business's or organization's) plan for obtaining maximum utilization of State of Oregon certified MWESB firms.
- Describe the outreach and recruitment efforts you intend to make or have already made to certified MWESB businesses including the actual results of your efforts, if applicable.
- Describe the mentoring, technical or other business development services your business or organization will provide to MWESB businesses.
- If your organization or business will be utilizing MWESB businesses to provide the goods or services described in this solicitation, please list those MWESB businesses and detail their role within your proposal.

Evaluation Criteria:

- *Proposer describes plan for obtaining maximum utilization of State of Oregon certified MWESB businesses.*
- *Proposer describes the outreach and recruitment efforts to be made or already made to certified MWESB businesses including the actual results of efforts, if applicable.*
- *Proposer describes the mentoring, technical or other business development services that are/will be provided to MWESB businesses.*
- *Proposer lists MWESB businesses to provide the good or services described in this solicitation and details their role within proposal.*

2. Business Practices

- A. Describe in detail how your (agency/business/ organization) includes diverse suppliers, vendors and subcontractors in the conduct of your business and supply chain. Please provide specific examples.

Evaluation Criteria:

- *The Proposer describes efforts, practices and/or processes to include a diverse vendor pool that reflects the diversity of Multnomah County.*
- B. Describe in detail the efforts and activities under taken by your business or organization to create economic and social benefits for this or future generations. Please provide specific examples.

Evaluation Criteria:

- *The Proposer describes efforts or activities such as volunteering, donations, sponsorships, economic and social development participation, youth and community organization participation, scholarships, or other community capacity building activities.*

3.3 STEP 2: ON-SITE PRODUCT DEMONSTRATION AND ORAL EVALUATION INSTRUCTIONS AND SCRIPT

Proposers determined to be within competitive range will be invited to visit Multnomah County for an on-site, scripted product demonstration followed by an oral evaluation.

All portions of the demo must be conducted on-site at Multnomah County. For purposes of planning, please anticipate scheduling for an eight (8) hour day, with a one (1) hour meal period and two (2) breaks of no less than fifteen (15) minutes. Demonstrations will begin promptly at 8:30am and conclude at 4:30pm. In the interest of fairness, Multnomah County will adhere to strict time-keeping. You should plan on two (2) blocks of time -- up to 4 hours for the demonstration and up to 2 hours for the oral evaluation. Proposers are not required to use all allotted time.

Space will be made available one (1) day in advance to allow demonstration setup. Proposers within competitive range will be asked to submit an agenda in advance of their scheduled presentation that accommodates the County's time restraints along with the required meal period and breaks.

3.3.1 On-Site Product Demonstration

75 Points Possible

Demonstration Script

Create an election using files exported from OCVR

- Import files and demonstrate that all information imported correctly by generating ballot styles.

Create an election using the attached matrix of races and voters.

- Demonstrate how information is added to the system to create an election database.
 - Demonstrate adding:
 - Districts
 - Precincts
 - Precinct splits
 - Contests
 - Candidates
 - Measures
 - Demonstrate editing all of the above
- Demonstrate creating an election using a saved election as a template
- Generate the ballots styles required for this election.
 - Demonstrate the steps involved in generated the ballot styles.
 - Demonstrate the steps involved in correcting an error such as a misspelled name found after all the styles have been generated.
 - Demonstrate placement of races on the ballots.
 - Demonstrate options for text within the voting area of the ballot
 - Demonstrate options for text and/or barcodes outside the voting area of the ballot.
 - Demonstrate options for creating multipage ballots.
 - Demonstrate how your system accommodates additional text with candidate names.
- Demonstrate creating and exporting files suitable for printing ballots either with a printing vendor or the County's ballot on demand system.

Create a marked set of test ballots using the election defined in the previous step to demonstrate the items below. You may print, mark and fold the ballots in advance of the demo. Scanning and tallying of the ballots must take place during the demo.

- A clear winner in each race.
- Include errors in the test ballots to demonstrate:
 - Under-votes
 - Over-votes
 - Write-ins
 - Badly damaged ballots
 - Unclear markings

- Random markings
- Different pen colors and marking devices
- Provide an expected summary of votes received for each candidate in each race.

Run the test ballots through the scanning hardware using folded ballots.

- Demonstrate any special features unique to your system.
- Demonstrate scanning and tallying by batch and by precinct or ballot style.
- Demonstrate how your system reacts to physical ballot jams.
- Demonstrate how ballots that need adjudication are identified and separated.
- Demonstrate any capabilities to read barcoded information on the ballot.
- Demonstrate how your system handles and tallies write-in votes.
- Demonstrate how results are tallied.
- Demonstrate that the results are as expected.
- Show the report options after ballots have been tallied.
 - What formats are available?
 - Are they customizable?
 - What reports are available for shared races?
- Demonstrate how results are exported for transfer to ORESTAR.

Ballot Tally System RFP Demonstration Election

Races	Precincts					Candidates		
	1	2	3	4	5			
US Senate	20	20	20	20	20	Mike Montchalin Libertarian	Jeff Merkley Democrat, Independent, Working Families	Christina Jean Lugo Pacific Green
US Congressional Dist 1	20	20	10			Steven C Reynolds Pacific Green	Jason Yates Republican, Constitution	
US Congressional Dist 3			10	20	20	Earl Blumenauer, Democrat	Jeffrey J Langan, Libertarian	David Walker, Nonaffiliated
State House Dist 27	20					Robert D Martin, Libertarian	Tobias Read Democrat, Republican	
State House Dist 36		20	20	20	20	Amanda Burnham, Libertarian	Jennifer Williamson Democrat, Working Families	

Races	Precincts					Candidates		
	1	2	3	4	5			
City of Maywood Park Council, Vote for 2			10			Matthew P Castor	Mark Hardie	Bob Burrow
City of Lake Oswego Councilor (JT)	5					Jackie Manz	Matt Keenen	
Corbett School Dist Bonds 26-163				5	5	Yes	No	
Measure 92	20	20	20	20	20	Yes	No	

Evaluation Criteria

- *Proposer demonstrates that the solution can successfully perform all of the tasks specified in the demonstration script.*
- *Demonstration provides evidence that the solution can successfully fulfill the County’s goals and requirements.*

3.3.2 Oral Evaluation 75 Points Possible

1. Please present an overview of your proposed solution. The presentation should cover all of the categories addressed in the written proposal, except for the sustainability and social equity section. The presentation should take no longer than 45 minutes. The presentation may take less time as long as all of the specified categories are addressed.
2. Please present your responses to any clarifying questions submitted by the County prior to the evaluation.
3. The remainder of the time allotted for the oral evaluation will be reserved for any additional clarifying questions that the County may have.

Evaluation Criteria:

- *Presentation addresses all of the specified categories.*
- *Presentation demonstrates the proposers ability to provide a solution that meets the County’s needs.*

3.4 STEP 3: OPTIONAL DISCUSSIONS AND BEST AND FINAL OFFER (BAFO) PROPOSALS

At the conclusion of the preceding steps, the County may, at its sole discretion, engage in oral or written discussions with all remaining proposers still determined to be within competitive range regarding their Proposals. The County may conduct discussions for the following purposes:

1. Identifying content considered deficient;
2. Seeking additional information or clarification; or
3. Any other purpose to permit the County to obtain the best Solution.

Discussions with each Proposer will be based on what is determined by the County to be necessary to fulfill its needs for obtaining the best Solution. Discussions may vary with each Proposer. The County may terminate discussions with Proposers at any time. The County will, however, offer each Proposer the same opportunity to discuss their Proposals before notice is given as to the due date and time for submission of BAFO Proposals.

Following discussions, the County will provide notice to the Proposers of the date and time by which the Proposers will submit their BAFO Proposals, the BAFO requirements and the criteria and scoring by which the BAFO Proposals will be evaluated.

Evaluations of the BAFO Proposals will then be conducted by the evaluation panel in accordance with the evaluation criteria so provided resulting in a final score for each Proposer. In the evaluation of BAFO proposals
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the each evaluator will have available the scores that the evaluator assigned in prior steps. However the evaluators will not be bound by their prior scores. The BAFO scoring will be based on the BAFO proposal together with information gathered in the remote and on-site demonstrations.

After evaluation of the BAFO Proposals, the County will issue a Notice of Intent to award the contract to the Proposer with the highest scoring BAFO Proposal. After expiration of the protest period allowed in Section 1.3, or after the County has provided a final response to any protest, whichever date is later, the County will immediately commence negotiations with the Proposer with the highest scoring BAFO Proposal.

PART 4 – INSTRUCTIONS FOR SUBMITTING PROPOSALS

4.0 JOINT PROPOSALS

The County will consider joint proposals from new and existing providers. Joint proposals may take the form of partnerships, general contractor/subcontractor arrangements or entities formed by new and existing providers. If any such arrangement is proposed, a written memorandum of understanding between the parties must be submitted with the Proposal setting forth the business and service delivery agreements between the parties.

4.1 MULTIPLE OR ALTERNATE PROPOSALS

Multiple or alternate proposals shall not be accepted unless specifically provided for in this section. In the event alternate proposals are not accepted and a proposer submits alternate proposals, but clearly indicates a primary proposal, it shall be considered for award as though it were the only proposal submitted by the proposer.

4.2 PROPOSAL INSTRUCTIONS AND CONTENT

Proposals must be printed, computer generated or typewritten, single spaced, space-and-a-half or double-spaced, on 8.5" x 11" paper. All pages should be numbered. Margins should be at least ½ inch on all sides. Font size can be no smaller than 10. Proposals using smaller font sizes or smaller margins may be rejected.

In support of the County's sustainability goals regarding environmental impact and the disposal of paper, it is the County's preference that proposals be printed on both sides of the paper, rather than on one side only. When proposal format instructions limit the number of pages to be submitted, the page count is based on the quantity of numbered pages.

Example: The RFP proposal response to the program question is limited to a page count of not more than 12 pages. This equates to not more than 6 sheets of paper that are printed on each side, or 12 pages printed on only one side.

4.3 MAXIMUM PAGE LIMIT

The total number of pages, excluding requested attachments, must not exceed forty (40) pages. Requested attachments will not count toward the page limit specified. Attachments and supporting documents not specifically required by the RFP will not be evaluated. Supporting materials submitted with the proposal, if any, will not be returned. Pages in excess of the page limitation will not be evaluated. Unless otherwise specified, pages exceeding the standard page size of 8.5" x 11" will be counted as two or more pages, depending on the actual size of the page.

4.4 PROPOSAL CONTENT

Proposers must respond to all the questions listed under Part 3, Section 3.2 – Proposal Questions and Evaluation Criteria. For each item, question does not have to be restated however proposal should use the same numbering and letter sequence as found in the RFP followed by your response. Responses should be on the forms provided for by Multnomah County, where applicable.

4.5 PROPOSAL BINDING

Proposals must be stapled in the left upper corner. Do not use spiral bindings, glue, place in notebooks or use other methods of binding the proposal. If the document is too thick to be held with a single staple, secure the document with a metal clip which can be easily removed for storage and copying purposes.

4.6 PROPOSAL PACKAGING

Proposals shall be submitted in a sealed envelope appropriately marked with the Proposal title, RFP number, and the name and address of the Proposer. If the requested copies do not fit into an envelope, enclose all copies in a box, seal it and attach a sheet of paper with the following information to the top of the box: (1) Proposal title, (2) RFP number, and (3) the name and address of the Proposer. Please use the minimum amount of tape necessary to seal the box.

4.7 PROPOSAL COPIES AND SUBMISSION

Proposers must submit one (1) original and seven (7) complete copies of the proposal to: Multnomah County Purchasing, 501 SE Hawthorne Blvd, Suite 125, Portland, OR 97214, **no later than 4:00 p.m.** on the proposal due date. **PROPOSALS MUST BE TIME STAMPED AT THE PURCHASING BID DESK BY THE STATED DEADLINE. LATE PROPOSALS WILL NOT BE CONSIDERED.**

In addition to the above hard-copies of the proposal, Proposer may submit CD disks or USB drives with electronic copies of the proposal. Electronic copies of the proposal must match hard-copy versions of the proposal. All electronic files must be in PDF format. Clearly label electronic media with proposal number, and name of proposer.

4.8 MINIMUM REQUIREMENTS

4.8.1 Offeror Representations and Certifications

All Proposers are to submit a SIGNED Offeror Representations and Certifications [**Attachment 1**], and it will not count against the total page limitation. Failure to sign a completed Offeror Representations and Certifications form may result in rejection of the proposal.

At the time of proposal submission, Proposers must meet the following minimum requirements. Failure to provide any of the required documents or meet any of the below requirements shall result in rejection of the proposal.

1. The Proposal response must be received by Multnomah County Purchasing no later than 4:00 P.M. local Portland time on the proposal submission deadline.
2. The County intends to hold Oral interviews on March 12 and March 13, 2015. Proposers must certify they will attend this session, if selected. Failure to attend will automatically result in rejection of the proposal. Place a statement in your proposal as follows: "I certify that if selected, [insert Proposer entity name] will attend the oral interviews on either March 12 or March 13, 2015." – include the statement as **Attachment J** in your proposal.

At the time of Contracting, Proposers must meet the following minimum requirements. Failure to provide any of the required documents or meet any of the below requirements shall result in cancellation of the contract.

3. Proposers must be legal entities, currently registered to do business in the State of Oregon (per ORS 60.701).
4. Proposed solution must be certified by the Oregon Secretary of State by time the contract is signed.

4.9 PROPOSAL CHECKLIST

Following is a checklist of attachments and forms that are available for your use by downloading them from the County Purchasing Website located at: www.multcopurch.org

The checklist is for Proposer use, and does not need to be submitted with the Proposal. It is to help the Proposer visualize what elements / attachments need to be returned with your Proposal. The column identified as "Word or PDF" is the file format type that the attachment is provided in.

Organize and submit your Proposal in the following order:

 Section Number	Document Name	Return With Proposal	Word or PDF	Document
1.14 & 4.8.1	Proposer Representations and Certifications – Signed	Yes	Word	Solicitation Attachment 1
3.2.1 - 3.2.11	Proposer Response To Questions	Yes	Word	Insert Response section between Attachments 1 & 2
2.9 & 2.14	Multnomah County Sample Services Contract	NO	PDF	Solicitation Attachment 2
3.2.9	RFP Terms and Conditions	Yes	Word	Solicitation Attachment 3
3.2.2 & 3.2.3	Technical Specifications	Yes	Word	Solicitation Attachment 4
3.2.2	Diagram	Yes		Proposer Attachment A
3.2.4	Ballot Style Samples	Yes		Proposer Attachment B
3.2.6	List of Available Reports and Report Examples	Yes		Proposer Attachment C
3.2.7	Timeline	Yes		Proposer Attachment D
3.2.8	Training Materials	Yes		Proposer Attachment E
3.2.9	Service Level Agreement	Yes		Proposer Attachment F
3.2.9	Other Standard Agreements	Yes		Proposer Attachment G
3.2.10	Available Enhancements	Yes		Proposer Attachment H
3.2.11.1	Sustainability Report/Policy/Plan, if applicable	Yes		Proposer Attachment I
4.8.2	Product Demonstration and Oral Evaluation Attendance Certification Statement	Yes		Proposer Attachment J

PART 5 – ATTACHMENTS

PART 5	Attachments and Electronic References
Attachment 1	Offeror Representations and Certifications
Attachment 2	Sample County Contract
Attachment 3	Sample Terms & Conditions
Attachment 4	Technical Specifications

ATTACHMENT 1

PROPOSER REPRESENTATIONS AND CERTIFICATIONS

FAILURE OF THE PROPOSER TO COMPLETE AND SIGN THIS FORM MAY RESULT IN REJECTION OF THE SUBMITTED OFFER

The undersigned, having full knowledge of the specifications for the goods or services specified herein, offers and agrees that this offer shall be irrevocable for at least 30 calendar days after the date offers are due or as stated in the solicitation, and if accepted, to furnish any and/or all goods or services as described herein at the prices offered and within the time specified.

PROPOSER NAME: _____

ADDRESS: _____

TELEPHONE NO: _____

STATE OF INCORPORATION: _____ DATE OF INCORPORATION: _____

BUSINESS DESIGNATION: Corporation Sole Proprietor Partnership
 S. Corporation Non-Profit Government
 Other: _____

OREGON MWESB CERTIFICATION NUMBER: _____

Minority Owned Woman Owned Emerging, Small N/A

ASSURANCES - The Proposer attests that:

1. The person signing this offer has the authority to submit an offer and to represent Proposer in all phases of this procurement process;
2. The information provided herein is true and accurate;
3. The Proposer is a resident proposer, as described in ORS 279A.120, of the State of _____, [insert State] and has not discriminated against any minority, women, or emerging small business enterprises in obtaining any required subcontracts, in accordance with ORS 279A.110;
4. "Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder". ORS 279A.120 (1) ([b]);
5. Any false statement may disqualify this offer from further consideration or be cause of contract termination; and
6. The Proposer will notify the Department Contracts Officer within 30 days of any change in the information provided on this form.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - The Proposer certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency;
2. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in paragraph 2. of this certification;
4. Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract;
5. Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract; and
6. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

CERTIFICATION REGARDING CONFLICT OF INTEREST

“Organizational conflict of interest” means that, because of other activities or relationships with other persons or firms, a Contractor or Consultant (including its principal participants, directors, proposed consultants or subcontractors) would be unable or potentially unable to render impartial, technically sound assistance or advice to Multnomah County; or the Contractor’s or Consultant’s objectivity in performing the Work would or might be otherwise impaired. The Proposer certifies to the best of its knowledge and believe that neither it nor any of its principal participants and agents:

1. Has any relationships with any firms or individuals that are or appear to be an organizational conflict of interest.
2. Has or has had the following relationships with the specific firm(s)/individual(s), identified below, which may be determined to be an organizational conflict of interest. I understand that based on the information provided by Proposer, Multnomah County may exclude the Proposer from further consideration and may withdraw its selection if the real or apparent organizational conflict of interest cannot be avoided or mitigated. Proposer further certifies that the degree and extent of the relationship of the Proposer with these named firm(s)/individual(s) have been fully disclosed below.

Where Proposer is unable to certify to any of the statements in this certification, Proposer shall attach an explanation to their offer. The inability to certify to all of the statements may not necessarily preclude Proposer from award of a contract under this procurement.

SIGNATURE OF AUTHORIZED PERSON

Signature: _____ Date: _____

Print Name & Title: _____

Contact Person for this Procurement: _____

Phone: _____ Email: _____



MULTNOMAH COUNTY SERVICES CONTRACT

Contract Number: [insert contract number]

This contract ("Contract") is between MULTNOMAH COUNTY ("County") and [insert contractor name] ("Contractor"), referred to collectively as the "Parties."

CONTRACTOR ADDRESS: [insert]

CITY, STATE, ZIP: [insert]

The parties agree as follows:

Effective Date and Termination Date. The effective date of this Contract shall be [insert date] or the date on which all parties have signed this Contract, whichever is later. Unless earlier terminated as provided below, the termination date shall be [insert date].

Statement of Work. Contractor shall perform the work described in Exhibit 1 ("Work").

Payment for Work. County agrees to pay Contractor in accordance with Exhibit 1.

Contract Documents. This contract includes the following Standard Terms and Conditions and the terms and conditions contained in the following attached documents:

[Guidance: Below is the recommended format for detailing any exhibits to the contract. Exhibits 1-11 are established and may not be re-numbered/re-named. Exhibit name and number indicated below must match the name and number on the corresponding exhibit. Exhibits not used and out of sequence must be noted as intentionally omitted.]

Exhibits

Exhibit Number	Description
1	Statement of Work, Compensation, Payment, and Renewal Terms
2	Insurance Requirements
3	Certification Statement for Corporation or Independent Contractor
4	Worker's Compensation Exemption Certificate
5	NOT USED
6	Invoice/Budget Forms
7	Criminal History Background Authorization
8	Accounts Payable Electronic Payment Authorization
[Insert As Needed]	[Insert additional exhibits as needed]

Attachments

[Guidance: Below is the recommended format for detailing any attachments to the contract. Attachment H is established, and may not be re-lettered/re-named. Attachment name and letter, indicated below, must match the name and letter on the corresponding attachment.]

Attachment Letter	Description
H	Health Insurance Portability and Accountability Act of 1996 (HIPAA) Business Associate Agreement
[Insert As Needed]	[Insert additional attachments as needed]

MULTNOMAH COUNTY SERVICES CONTRACT
Contract Number: [insert contract number]
CONTRACTOR SIGNATURE

I have read this Contract including the attached Exhibits and Attachments. I understand the Contract and agree to be bound by its terms.

Signature: _____

Title: _____

Name (print): _____

Date: _____

MULTNOMAH COUNTY SIGNATURE

This Contract is not binding on the County until signed by the Chair or the Chair's designee.

County Chair or Designee: _____

Date: _____

Department Director Review (optional):

Director or Designee: _____

Date: _____

County Attorney Review:

Reviewed: JENNY M. MADKOUR, COUNTY ATTORNEY FOR MULTNOMAH COUNTY, OREGON

By Assistant County Attorney: _____

Date: _____

STANDARD TERMS AND CONDITIONS

1. **Time is of the Essence.** Time is of the essence in the performance of this Contract.
2. **Subcontracts and Assignment.** Contractor shall not subcontract any of the Work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of County.
3. **No Third Party Beneficiaries.** County and Contractor are the only Parties to this Contract and are the only Parties entitled to enforce its terms. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
4. **Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the Parties and their successors and approved assigns, if any.
5. **Early Termination.** This Contract may be terminated as follows:
 - a. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
 - b. County in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.
 - c. Either County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
 - d. Notwithstanding section 5(c), County may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.
6. **Payment on Early Termination.** Upon termination pursuant to section 5, payment shall be made as follows:
 - a. If terminated under 5(a) or 5(b) for the convenience of the County, the County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract. County shall not be liable for direct, indirect or consequential damages. Termination shall not result in a waiver of any other claim County may have against Contractor.
 - b. If terminated under 5(c) by the Contractor due to a breach by the County, then the County shall pay the Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.
 - c. If terminated under 5(c) or 5(d) by the County due to a breach by the Contractor, then the County shall pay the Contractor for Work performed prior to the termination date provided such Work was performed in accordance with the Contract less any setoff to which the County is entitled.
7. **Remedies.** In the event of breach of this Contract the Parties shall have the following remedies:
 - a. If terminated under 5(c) by the County due to a breach by the Contractor, the County may complete the Work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the County the amount of the reasonable excess.
 - b. In addition to the remedies in sections 5 and 7 for a breach by the Contractor, the County also shall be entitled to any other equitable and legal remedies that are available.
 - c. If the County breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.
8. **Access to Records.** Contractor shall retain, maintain and keep accessible all records relevant to this Contract ("Records") for a minimum of six (6) years, following Contract termination or full performance or any longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever is later. Contractor shall maintain all financial Records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, Contractor shall permit the County's authorized representatives access to the Records at reasonable times and places for purposes of examination and copying.
9. **Ownership of Work.** For purposes of this Contract, "Work Product" means all services Contractor delivers or is required to deliver to County pursuant to this Contract. "Contractor Intellectual Property" means any intellectual property owned by Contractor and developed independently from services.

County shall have no rights in any pre-existing Contractor Intellectual Property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor Intellectual Property for County use only. However, all Work Product created by the Contractor as part of Contractor's performance of this Contract shall be the exclusive property of the County. All Work Product authored by Contractor under this Contract shall be deemed "works made for hire" to the extent permitted by the United States Copyright Act. To the extent County is not the owner of the intellectual property rights in such Work Product, Contractor hereby irrevocably assigns to County any and all of its rights, title and interest in such Work Product. Upon County's reasonable request, Contractor shall execute such further documents and instruments reasonably necessary to fully vest such rights in County. Contractor forever waives any and all rights relating to such Work Product created under this Contract, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

If intellectual property rights in the Work Product are Contractor Intellectual Property, Contractor hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, make, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on County's behalf. If this Contract is terminated prior to completion, and the County is not in default, County, in addition to any other rights provided by this Contract, may require the Contractor to transfer and deliver all partially completed Work Product, reports or documentation that the Contractor has specifically developed or specifically acquired for the performance of this Contract.

10. **Compliance with Applicable Law.** Contractor shall comply with all federal, state, and local laws applicable to the work under this Contract, and all regulations and administrative rules established pursuant to those laws, including, without limitation ORS 279B.020, 279B.220, 279B.230, and 279B.235.
11. **Indemnity.** Contractor shall defend, save, hold harmless, and indemnify County and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorneys fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. Contractor shall have control of the defense and settlement of any claim that is subject to this section. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Multnomah County Attorney's Office authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of the Multnomah County Attorney's Office. County may, at its election and expense, assume its own defense and settlement.
12. **Insurance.** Contractor shall provide insurance in accordance with Exhibit 2.
13. **Waiver.** The failure of the County to enforce any provision of this Contract shall not constitute a waiver by the County of that or any other provision. Waiver of any default under this Contract by County shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.
14. **Governing Law/Venue.** The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon and ordinances of Multnomah County, Oregon. Any legal action involving any question arising under this Contract must be brought in Multnomah County, Oregon. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the District of Oregon.
15. **Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.
16. **Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the Parties. All understandings and agreements between the Parties and representations by either party concerning this Contract are contained in this Contract. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both Parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
17. **Anti-discrimination Clause.** Contractor shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, source of income, or political affiliation in programs, activities, services, benefits or employment. Contractor shall not discriminate against minority-owned, women-owned or emerging small businesses. Contractor shall include a provision in each subcontract requiring subcontractors to comply with the requirements of this clause.
18. **EEO Compliance.** Contractor agrees that if, at any time under the term of this contract, it has employees and will earn more than \$75,000 as a result of this contract, Contractor will not:
 - a. Discriminate against employees or applicants based on race, color, religion, sex, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, or source of income;

- b. Solicit or consider employment recommendations based on factors other than personal knowledge or records of job-related abilities or characteristics;
 - c. Coerce the political activity of any person;
 - d. Deceive or willfully obstruct anyone from competing for employment;
 - e. Influence anyone to withdraw from competition for any position so as to improve or injure the employment prospects of any other person;
 - f. Give improper preference or advantage to anyone so as to improve or injure the employment prospects of that person or any other employee or applicant.
19. **Non-appropriation Clause.** If payment for Work under this Contract extends into the County's next fiscal year, County's obligation to pay for such Work is subject to approval of future appropriations to fund this Contract by the Board of County Commissioners of Multnomah County, Oregon.
20. **Warranties.** Contractor represents and warrants to County that: (a) Contractor has the power and authority to enter into and perform the Contract; (b) the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; and (c) Contractor's performance under the Contract shall be in a good and workmanlike manner and in accordance with professional standards applicable to the Work.
-



MULTNOMAH COUNTY SERVICES CONTRACT

Contract Number: [insert contract number]

EXHIBIT 1: STATEMENT OF WORK, COMPENSATION, PAYMENT, AND RENEWAL TERMS

1. **Contractor shall perform the following work:**
[Enter information]
2. **The maximum payment under this Contract, including expenses, is \$[enter total amount].**
3. **Contractor shall be paid for the work on the following basis:**
[Enter information]
4. **Contractor shall submit invoices for the Work as follows: ***
[Enter information]
5. **In addition to the payment provided for in Section 3, County will pay expenses on the following terms and conditions:**
[Enter information]
6. **The Contract may be renewed on the following basis [optional]:**
[Enter information]
7. **If this Contract is a subaward (making Contractor a subrecipient of Federal funds), the Catalog of Federal Domestic Assistance (CFDA) number(s), title(s) and amount(s) of the Federal funds are shown below, along with other information about the federal award. Contractor shall conduct an audit as described under 2 CFR 200.500-521 (which replaces OMB C. A-133.) if such an audit is required by federal regulations.**

CFDA #	Program Title
[enter number]	[enter title]

*County shall have the right to withhold from payments due Contractor such sums as are necessary in County's sole opinion to protect County from any loss, damage, or claim which may result from Contractor's failure to perform in accordance with the terms of the Contract or failure to make proper payment to suppliers or subcontractors. County shall not be obligated to pay Contractor until it has inspected and affirmatively accepted Contractor's work.

**EXHIBIT 2
MULTNOMAH COUNTY SERVICES CONTRACT**

**Contract No. 440000XXXX
INSURANCE REQUIREMENTS**

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below: **

Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 or CCB (Construction Contractors Board) for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under ORS 656.027(See Exhibit 4).

Employer's Liability Insurance with coverage limits of not less than \$500,000 must be included.

THIS COVERAGE IS REQUIRED. If Contractor does not have coverage, and claims to be exempt, attach Exhibit 4 in lieu of Certificate. Out-of-state Contractors with one or more employees working in Oregon in relation to this contract must have Workers' Compensation coverage from a state with extraterritorial reciprocity, or they must obtain Oregon specific Workers' Compensation coverage. ORS 656.126.

Professional Liability insurance covering any damages caused by error, omission or any negligent acts of the Contractor, its sub-contractors, agents, officers, or employees performance under this Contract. Combined single limit per occurrence shall not be less than \$1,000,000. Annual aggregate limit shall not be less than \$2,000,000. The aggregate limit can be met with Excess/Umbrella Liability coverage. **If this box is checked, the limits shall be \$4,000,000 per occurrence and in annual aggregate.**

Required by County Not required by County **(Needs Risk Manager's Approval)**

Commercial General Liability insurance with coverages satisfactory to the County, on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, with an annual aggregate limit of \$2,000,000. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). **If this box is checked the limits shall be \$4,000,000 per occurrence and in annual aggregate and the State of Oregon shall also be named as an Additional Insured.**

Required by County Not required by County **(Needs Risk Manager's Approval)**

Commercial Automobile Liability covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence shall not be less than \$1,000,000. **If this box is checked the limits shall be \$4,000,000 per occurrence and the State of Oregon shall also be named as an Additional Insured.**

Required by County Not required by County **(Required if vendor is transporting and/or driving as part of performing the duties specified in the contract)**

Additional Requirements: Coverage must be provided by an insurance company authorized to do business in Oregon or rated A- or better by Best's Insurance Rating. Contractor shall pay all deductibles and retentions. Contractor's coverage will be primary in the event of loss.

Tail Coverage - If any of the liability insurance coverages shown are on a "claims made" basis, "tail" coverage will be required at the completion of the Contract for a duration of 24 months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of the Contract. If continuous "claims made" coverage is used, Contractor shall keep the coverage in effect for duration of not less than 24 months from the end of the Contract. This will be a condition of Final Acceptance.

Certificate of Insurance Required: Contractor shall furnish a current Certificate of Insurance to the County. **Contractor shall provide renewal Certificates of Insurance upon expiration of any of the required insurance coverages. Contractor shall immediately notify the County of any change in insurance coverage.** The Certificate shall also state the deductible or retention level.

The County must be listed as an Additional Insured by Endorsement on any General Liability Policy on a primary and non-contributory basis. Such coverage will specifically include products and completed operations coverage. The Certificate shall state the following in the description of operations: "Additional Insured Form (include form number) attached. This form is subject to policy terms, conditions and exclusions." A copy of the additional insured endorsement shall be attached to the certificate of insurance required by this contract. If requested, complete copies of insurance policies shall be provided to the County. **Certificate holder should be: Multnomah County Risk Management, 501 SE Hawthorne Ave. Suite 400, Portland, OR 97214.**

Where in the County to send your Certificate of Insurance. Risk Management has an email address that all insurance certificates should be sent to: insurance@multco.us. **Additional originals, hard copies, or faxes are not necessary.**

Completed by: _____
Contract Originator

EXHIBIT 3

MULTNOMAH COUNTY SERVICES CONTRACT

Contract No. [Insert Contract Number]

Certification Statement for Corporation or Independent Contractor

NOTE: Contractor Must Complete A or B below:

A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY, OR A PARTNERSHIP.

I certify under penalty of perjury that Contractor is a (check one):

- Corporation
- Limited Liability Company
- Partnership
- Non-Profit Corporation authorized to do business in the State of Oregon

Signature: _____

Title: _____

Date: _____

B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.

Contractor certifies under penalty of perjury, that the following statements are true:

1. If CONTRACTOR is providing services under this Contract for which registration is required under ORS Chapter 671 (architects and landscape contractors) or 701 (construction contractors), CONTRACTOR has registered as required by law.
2. CONTRACTOR is free to determine and exercise control over the means and manner of providing the service, subject to the right of the County to specify the desired results.
3. CONTRACTOR is responsible for obtaining all licenses or certifications necessary to provide the services.
4. CONTRACTOR is customarily engaged in providing services as an independent business. CONTRACTOR is customarily engaged as an independent contractor if at least three of the following statements are true.
NOTE: Check all that apply. You must check at least three (3) to establish that you are an independent contractor.

- A. CONTRACTOR's services are primarily carried out at a location that is separate from CONTRACTOR's residence or primarily carried out in a specific portion of the residence which is set aside as the location of the business.
- B. CONTRACTOR bears the risk of loss related to the services provided under this Contract.
- C. CONTRACTOR provides services to two or more persons within a 12-month period or Contractor routinely engages in business advertising solicitation or other marketing efforts reasonably calculated to obtain new contracts for similar services.
- D. CONTRACTOR makes a significant financial investment in the business.
- CONTRACTOR has authority to hire additional persons to provide the services and has authority to fire such persons.

Contractor
Signature: _____

Date: _____

EXHIBIT 4

MULTNOMAH COUNTY SERVICES CONTRACT

Contract No. [Insert Contract Number]

Workers' Compensation Exemption Certificate

(To be used only when Contractor claims to be exempt from Workers' Compensation coverage requirements)

Contractor is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason (check the appropriate box):

SOLE PROPRIETOR

- Contractor is a sole proprietor, and
- Contractor has no employees, and
- Contractor will not hire employees to perform this Contract.

CORPORATION – FOR PROFIT

- Contractor's business is incorporated, and
- All employees of the corporation are officers and directors and have a substantial ownership interest* in the corporation, and
- All Work will be performed by the officers and directors; Contractor will not hire other employees to perform this Contract.

CORPORATION – NONPROFIT

- Contractor's business is incorporated as a nonprofit corporation, and
- Contractor has no employees; all Work is performed by volunteers, and
- Contractors will not hire employees to perform this Contract.

PARTNERSHIP

- Contractor is a partnership, and
- Contractor has no employees, and
- All Work will be performed by the partners; Contractor will not hire employees to perform this Contract, and
- Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.**

LIMITED LIABILITY COMPANY

- Contractor is a limited liability company, and
- Contractor has no employees, and
- All Work will be performed by the members; Contractor will not hire employees to perform this Contract, and
- If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.**

*NOTE: Under OAR436-50-0005 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation, or if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

**NOTE: Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated. Consult with County Counsel before an exemption request is accepted from a Contractor who will perform construction work.

Contractor Printed Name: _____

Contractor Signature: _____

Contractor Title: _____

Date: _____

SOLICITATION ATTACHMENT 3
RFP 4000003145 Elections Ballot Tally System Replacement
Contract Terms & Conditions

In order to assist the parties during contract negotiations and to allow Multnomah County to better assess the time and risk involved in negotiations with a party, prior to selecting a vendor, Offerors are required to indicate if they accept or reject each of the below standard terms and conditions for County contracts.

For each of the terms and conditions listed, below, the Offeror shall either indicate its acceptance of each of the terms and conditions, by circling "Yes," or indicate its rejection, by circling "No." If Offeror selects "No," for any of the terms and conditions, Offeror shall provide an explanation of its rejection, in the "Explanation of Issue / Objection" field provided. Offerors may attach a separate sheet to explain its rejection, if the space provided in this form is not sufficient for the response.

Please note that responses to this section are included in our selection criteria and will be scored as described in Section 3.2.9 of the RFP.

The County reserves the right to include additional terms and conditions, not provided for, below, in the final contract that results from this solicitation.

Multnomah County Standard Terms and Conditions:

Provision	Required Terms & Conditions	Circle One	Explanation of Issue / Objection
Subcontracts and Assignment No Third-Party Beneficiaries; Successors in Interest	<p>Subcontracts and Assignment: Contractor shall not subcontract any of the Work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of County.</p> <p>No Third-Party Beneficiaries: County and Contractor are the only Parties to this Contract and are the only Parties entitled to enforce its terms. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.</p> <p>Successors in Interest: The provisions of this Contract shall be binding upon and inure to the benefit of the Parties and their successors and approved assigns, if any.</p>	<p>Yes</p> <p>No</p>	
Early Termination	<p>This Contract may be terminated as follows:</p> <p style="margin-left: 20px;">a. County and Contractor, by mutual written</p>		

	<p>agreement, may terminate this Contract at any time.</p> <ul style="list-style-type: none"> b. County in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor. c. Either County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination. d. Notwithstanding section 5(c), County may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract. 	<p>Yes</p> <p>No</p>	
<p>Payment on Early Termination</p>	<p>Upon termination pursuant to section 5, payment shall be made as follows:</p> <ul style="list-style-type: none"> a. If terminated under 5(a) or 5(b) for the convenience of the County, the County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract. County shall not be liable for direct, indirect or consequential damages. Termination shall not result in a waiver of any other claim County may have against Contractor. b. If terminated under 5(c) by the Contractor due to a breach by the County, then the County shall pay the Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract. c. If terminated under 5(c) or 5(d) by the County due to a breach by the Contractor, then the County shall pay the Contractor for Work performed prior to the termination date provided such Work was performed in accordance with the Contract less any setoff to which the County is entitled. 	<p>Yes</p> <p>No</p>	
<p>Remedies</p>			

	<p>In the event of breach of this Contract the Parties shall have the following remedies:</p> <ul style="list-style-type: none"> a. If terminated under 5(c) by the County due to a breach by the Contractor, the County may complete the Work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the County the amount of the reasonable excess. b. In addition to the remedies in sections 5 and 7 for a breach by the Contractor, the County also shall be entitled to any other equitable and legal remedies that are available. c. If the County breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled. 	<p>Yes</p> <p>No</p>	
<p>Access to Records</p>	<p>Contractor shall retain, maintain and keep accessible all records relevant to this Contract ("Records") for a minimum of six (6) years, following Contract termination or full performance or any longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever is later. Contractor shall maintain all financial Records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, Contractor shall permit the County's authorized representatives access to the Records at reasonable times and places for purposes of examination and copying.</p>	<p>Yes</p> <p>No</p>	
<p>Ownership of Work</p>	<p>For purposes of this Contract, "Work Product" means all services Contractor delivers or is required to deliver to County pursuant to this Contract. "Contractor Intellectual Property" means any intellectual property owned by Contractor and developed independently from services.</p> <p>County shall have no rights in any pre-existing Contractor</p>	<p>Yes</p> <p>No</p>	

	<p>Intellectual Property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor Intellectual Property for County use only. However, all Work Product created by the Contractor as part of Contractor's performance of this Contract shall be the exclusive property of the County. All Work Product authored by Contractor under this Contract shall be deemed "works made for hire" to the extent permitted by the United States Copyright Act. To the extent County is not the owner of the intellectual property rights in such Work Product, Contractor hereby irrevocably assigns to County any and all of its rights, title and interest in such Work Product. Upon County's reasonable request, Contractor shall execute such further documents and instruments reasonably necessary to fully vest such rights in County. Contractor forever waives any and all rights relating to such Work Product created under this Contract, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.</p> <p>If intellectual property rights in the Work Product are Contractor Intellectual Property, Contractor hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, make, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on County's behalf. If this Contract is terminated prior to completion, and the County is not in default, County, in addition to any other rights provided by this Contract, may require the Contractor to transfer and deliver all partially completed Work Product, reports or documentation that the Contractor has specifically developed or specifically acquired for the performance of this Contract.</p>		
<p>Compliance with Applicable Law</p>	<p>Contractor shall comply with all federal, state, and local laws applicable to the work under this Contract, and all regulations and administrative rules established pursuant to those laws, including, without limitation ORS 279B.020, 279B.220, 279B.230, and 279B.235.</p>	<p>Yes</p> <p>No</p>	
<p>Indemnity</p>	<p>Contractor shall defend, save, hold harmless, and indemnify County and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities,</p>	<p>Yes</p>	

	<p>costs and expenses of any nature whatsoever, including attorneys fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. Contractor shall have control of the defense and settlement of any claim that is subject to this section. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Multnomah County Attorney's Office authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of the Multnomah County Attorney's Office. County may, at its election and expense, assume its own defense and settlement.</p>	<p>No</p>	
<p>Insurance</p>	<p>Contractor shall provide insurance in accordance with Exhibit 2.</p>	<p>Yes No</p>	
<p>Governing Law/Venue</p>	<p>The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon and ordinances of Multnomah County, Oregon. Any legal action involving any question arising under this Contract must be brought in Multnomah County, Oregon. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the District of Oregon.</p>	<p>Yes No</p>	
<p>Merger Clause</p>	<p>This Contract and the attached exhibits constitute the entire agreement between the Parties. All understandings and agreements between the Parties and representations by either party concerning this Contract are contained in this Contract. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both Parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.</p>	<p>Yes No</p>	

<p>Anti-discrimination Clause</p>	<p>Contractor shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, source of income, or political affiliation in programs, activities, services, benefits or employment. Contractor shall not discriminate against minority-owned, women-owned or emerging small businesses. Contractor shall include a provision in each subcontract requiring subcontractors to comply with the requirements of this clause.</p>	<p>Yes No</p>	
<p>EEO Compliance</p>	<p>Contractor agrees that if, at any time under the term of this contract, it has employees and will earn more than \$75,000 as a result of this contract, Contractor will not:</p> <ul style="list-style-type: none"> a. Discriminate against employees or applicants based on race, color, religion, sex, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, or source of income; b. Solicit or consider employment recommendations based on factors other than personal knowledge or records of job-related abilities or characteristics; c. Coerce the political activity of any person; d. Deceive or willfully obstruct anyone from competing for employment; e. Influence anyone to withdraw from competition for any position so as to improve or injure the employment prospects of any other person; f. Give improper preference or advantage to anyone so as to improve or injure the employment prospects of that person or any other employee or applicant. 	<p>Yes No</p>	
<p>Non-appropriation Clause</p>	<p>If payment for Work under this Contract extends into the County's next fiscal year, County's obligation to pay for such Work is subject to approval of future appropriations to fund this Contract by the Board of County Commissioners of Multnomah County, Oregon.</p>	<p>Yes No</p>	
<p>Warranties</p>	<p>Contractor represents and warrants to County that: (a) Contractor has the power and authority to enter into and perform the Contract; (b) the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor</p>	<p>Yes</p>	

	<p>enforceable in accordance with its terms; and (c) Contractor's performance under the Contract shall be in a good and workmanlike manner and in accordance with professional standards applicable to the Work.</p>	<p>No</p>	
<p>Change Control</p>	<p>Services to be performed pursuant to any SOW may be amended from time to time, as mutually agreed by the parties, to revise or redefine the scope, schedule for completion, compensation, responsibilities, and other specifications related to the Services. Any such amendment of a SOW shall utilize the change control procedures defined in the SOW, or, in the event no change control procedure is specified, the change control procedure outlined below.</p> <p>(i) When either party desires a change to the requirements of any SOW, that party will prepare a written document (a "Change Order") describing in reasonable detail any changes to the SOW, to include, at a minimum, any changes in cost, schedule, and impact, if any, to the project, and shall submit the proposed Change Order to the other party for approval.</p> <p>(ii) A Change Order shall only become effective, thereby amending the applicable SOW, when signed by both parties.</p>	<p>Yes</p> <p>No</p>	
<p>Assignment of Personnel</p>	<p>a. Contractor will assign to County only personnel who are authorized to obtain employment in the United States and who, in Contractor's judgment, have the training, competence, and interpersonal skills necessary to perform the services required by County.</p> <p>b. In the event County is dissatisfied with any assigned personnel, it may request other personnel and Contractor will assign new personnel to County. In such event, Contractor will not invoice County for any costs in connection with the time worked by the nonqualified personnel whose removal has been requested.</p> <p>c. If Contractor is unable to assign another competent and appropriate person to County within the allotted time, County may, by written notice, immediately terminate the request under which the services were being provided without further obligation by either party.</p>	<p>Yes</p> <p>No</p>	

<p>Nonexclusive Contract and Ability to Perform</p>	<p>a. The Contract is nonexclusive. County is not Contractor's only client and Contractor will continue to provide services to other clients. Contractor is not County's only provider for the services contracted for herein and County will continue to use other providers for the same or similar services.</p> <p>b. Contractor represents to County that Contractor's other contractual commitments do not prevent or restrict it from fully performing the Work Product to be provided under this Contract.</p>	<p>Yes</p> <p>No</p>	
<p>Warranties</p>	<p>a. Quality of Services. In addition to the representations contained in the Contract, Contractor also warrants that the Work Product it creates pursuant to the Contract will be completed according to the specifications set forth by the requester and any applicable product or service specifications. Contractor warrants that all Work will be completed in a good and workmanlike manner, consistent with all applicable industry standards. Contractor also warrants that it will maintain equipment and a staff of qualified personnel sufficient to perform its obligations under the Contract.</p> <p>b. Non-Infringement Warranty. Contractor warrants that the Work Product and any deliverables, in whole or in part, will not infringe any copyrights, patents, trade secrets, or any other proprietary or ownership rights of any third parties. Contractor warrants that it has received no claims or charges of such infringement by the Work Product or deliverables, or any portion thereof, and Contractor warrants that it has no reason to believe that the Work Product or deliverables, or any part thereof, may infringe the copyrights, patents, trade secrets, or any other proprietary or ownership rights of any third parties.</p> <p>c. No Grant of Rights. Contractor warrants that it has not granted any rights or licenses to any third parties in the Work Product or deliverables, or any portion thereof.</p> <p>d. In the event of a breach of any of Contractor's warranties, Contractor shall promptly cure such</p>	<p>Yes</p> <p>No</p>	

	breach at no cost to County.		
Confidentiality	<p>a. "Confidential Information" means any information about the parties and/or their affiliates and subsidiaries that derives actual or potential economic value from not being generally known to, and not being readily ascertainable by proper means by, third parties. Without limiting the generality of the foregoing, Confidential Information includes all non-public information about the parties and their employees, parents, affiliates, and subsidiaries, their business activities and plans, their business relationships, and exclusively to County, information concerning criminal records, medical treatment, and claims, or any other information deemed "personally identifiable information" or "personal data" under applicable law, information that is conditionally or unconditionally exempt from disclosure under Oregon's Public Records Laws, and any information regarding County's internal business processes, technology, software usage, or any other non-public County information derived by or made accessible to Contractor's employees as part of the services performed for County.</p> <p>b. The parties acknowledge and agree that all Confidential Information disclosed by them pursuant to the Contract, or made accessible as part of the Work, is confidential and proprietary. The parties will not use any Confidential Information during the term of the Contract or thereafter for any purpose other than as permitted or required for the performance of their obligations under the Contract. The parties will not disclose or provide any Confidential Information to any third party, except as expressly authorized in writing. Further, the parties will not remove or destroy any proprietary markings on the Confidential Information. On the expiration or termination of the Contract for any reason, Contractor will, within a reasonable time, return or destroy, at County's request, all of the Confidential Information, in any form whatsoever, in Contractor's possession or otherwise under its control.</p> <p>c. The foregoing obligations and restrictions do not require the parties to protect any information that (i) was known or readily ascertainable by proper</p>	<p>Yes</p> <p>No</p>	

	<p>means before being disclosed; (ii) is or becomes available to the general public without fault or action of either party; (iii) is lawfully disclosed to either party by a third party who is under no obligation of confidentiality to either party with respect to such information; (iv) is developed independently by either party without reference to or use of the Confidential Information; or (v) is required to be disclosed by law or to a government authority.</p> <p>d. Disclosure by either party of Confidential Information to its employees, agents, affiliates, subsidiaries, sub-contractors, and consultants is authorized only to the extent such disclosure is necessary to enable the performance of its obligations under the Contract. The parties will exercise a high standard of care necessary to ensure that such persons will protect the confidential and proprietary nature of the Confidential Information. If requested, a Party will demonstrate to the other Party that their employees, agents, affiliates, subsidiaries, sub-contractors, and consultants are obligated to protect third party confidential information from unauthorized disclosure.</p> <p>e. The parties will instruct their personnel to maintain the confidentiality of any Confidential Information and shall require that its personnel agree in writing substantially as set forth in this Contract.</p> <p>f. The confidential obligations outlined in this Section shall remain in effect throughout the term of the Contract and shall continue for two (2) years following the termination or expiration of the Contract, or such longer period as required by applicable law.</p>		
<p>Disbarment; Decertification</p>	<p>Contractor represents that Contractor, its employees, agents, subcontractors, and the ballot tallying equipment and system to be provided to the County, are not, as of the effective date of the Contract:</p> <p>(i) excluded in any fashion for any reason from participation in federally-funded programs or any other type of programs or awards relating to public entities, (ii) controlled by a person or entity that is so excluded, nor (iii) decertified by the Oregon Secretary of State.</p>	<p>Yes</p> <p>No</p>	

	<p>Contractor shall notify County within twenty-four (24) hours if it receives written notice from a federal or other agency with proper authority, or otherwise becomes aware, that it or a controlling person or entity is so excluded or that Contractor, its employees, agents, subcontractors, or the ballot tallying equipment and system to be provided to the County have been decertified by the Oregon Secretary of State, regardless of whether such a determination is subject to appeal by Contractor or such controlling person or entity. Any such exclusion or decertification shall be grounds for termination of the Contract by County in a manner and in a timeframe deemed appropriate by County in its sole discretion.</p>		
<p>Code of Business Conduct</p>	<p>County has adopted and enforces administrative procedures, personnel rules, and executive rules (hereinafter collectively referred to as the "Code") to govern the conduct of its employees, officers, and agents. The Code requires compliance with laws, avoidance of conflicts of interest, and performance of duties according to the highest ethical standards of honesty, fair dealing, and integrity. Some of the areas addressed by the Code are prohibitions against personal gain, misuse of assets, sexual harassment, discrimination against protected classes of persons, and use or possession of drugs, alcohol, or firearms on County premises or while on duty or representing County.</p> <p>While on County premises, Contractor agrees to act, at all times, in compliance with the Code. At all other times, except as the Code is specifically limited to job performance of County employees on behalf of County, Contractor agrees to perform, and to require its personnel to perform, its duties under the Contract in compliance with the Code, a copy of which is available to Contractor on request.</p>	<p>Yes</p> <p>No</p>	
<p>Relationship to Other Public Entities</p>	<p>Contractor hereby expressly acknowledges its understanding that the Contract constitutes a contract between Contractor and County, and that County, as defined herein, is a political subdivision of the State of Oregon. Other federal, state and local government, agencies, municipalities, and programs (hereinafter known as "Other Entities") may establish contracts or price contracts directly with Contractor under the terms, conditions, and prices of the Contract pursuant to ORS 279A.215. Contractor further acknowledges and agrees that</p>	<p>Yes</p> <p>No</p>	

	<p>it has not entered into the Contract based upon representations by any person other than County and that no person, entity, or organization other than County will be held accountable or liable to Contractor for any of County's obligations to Contractor created under the Contract. This Section will not create any additional obligations whatsoever on the part of County other than those obligations created under other provisions of the Contract.</p>		
<p>No Solicitation or Hiring of Personnel</p>	<p>During the term of the Contract, and for a period of six (6) months thereafter, neither party hereto, without the prior, written consent of the other, shall individually or on behalf of, or through any third party, solicit, entice, persuade, or attempt to solicit, entice, or persuade, any employee or contractor of the other party to leave their employment for any reason to work for the other party, or hire or attempt to hire any such employee or contractor, whether or not their employment relationship has been terminated.</p>	<p>Yes No</p>	
<p>Information Security</p>	<p>Contractor acknowledges that County has implemented an information security program (the Multnomah County Information Security Program, as the same may be amended from time to time, hereinafter known as the "Security Program") to protect County's information assets. Such information assets are defined and classified in the Security Program and will collectively be known as "Protected Data." Where Contractor and Contractor's employees, agents, third party processors, or permitted subcontractors have access to County's Protected Data, Contractor acknowledges and agrees to the following.</p> <ul style="list-style-type: none"> a. Undertaking by Contractor. Without limiting Contractor's obligation of confidentiality, as further described herein, Contractor shall be responsible for establishing and maintaining an information security program that is designed to (i) ensure the security and confidentiality of Protected Data; (ii) protect against any anticipated threats or hazards to the security or integrity of Protected Data; (iii) protect against unauthorized access, modification, or use of Protected Data; (iv) ensure the proper disposal of Protected Data; and, (v) ensure that all employees, agents, permitted subcontractors of Contractor, and third party processors, if any, comply with all of the foregoing. 	<p>Yes No</p>	

	<p>b. Right of Audit by County. County shall have the right to review Contractor's information security program prior to the commencement of services and from time to time during the term of the Contract. During the performance of the services, on an ongoing basis from time to time and with reasonable notice, County, at its own expense, shall be entitled to perform, or to have performed, an on-site audit of Contractor's information security program. In lieu of an on-site audit, Contractor may, as its sole option, complete, within forty-five (45 days) of receipt, an audit questionnaire provided by County regarding Contractor's information security program. In the event of a suspected data breach by Contractor, County may, at Contractor's expense, perform or cause to have performed a complete audit of Contractor's information security program.</p> <p>c. Access Control Obligations of Contractor. Contractor shall take all necessary and reasonable precautions to appropriately limit access by its employees to County's premises and Protected Data. Such precautions include immediately notifying County in the event an employee assigned to County has been terminated, and assisting County with the recovery of any data, access credentials, or technology in a Contractor employee's possession following termination or completion of the services.</p> <p>d. In the event the services to be performed by Contractor include hosting of County data:</p> <ol style="list-style-type: none"> 1) Audit by Contractor. No more than annually, Contractor, at its own expense, shall conduct a SSAE 16 or equivalent audit of Contractor's information security program and provide such audit findings to County upon formal written request. 2) Audit Findings. Contractor shall implement any required safeguards as identified by County or any information security program audits. 3) Access to County Data. Contractor shall log access to all County data by County and non-County staff. Access reports shall be made available to County upon request. 4) Admin Console Event Logging. Contractor shall log all Admin Console events. Admin Console event reports shall be made 		
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	<p>available to County upon request.</p> <p>e. Security Breach. In the event of an actual or suspected security breach, Contractor shall immediately notify County of the breach or potential breach and shall comply with all applicable breach notification laws. Contractor agrees to cooperate with County in the investigation and remedy of any such breach, including, without limitation, complying with any law concerning unauthorized access or disclosure, as may be reasonably requested by County. Contractor shall promptly reimburse County for the costs of any breach notifications, expenses, or other fees, including any state or federal fines, associated with a breach of "personally identifiable information," "personal data," or "personal health information," as those terms may be defined under applicable law, while in Contractor's possession or control.</p> <p>Contractor shall send any applicable notifications regarding a security breach to the following notification email address: IT.Security@multco.us</p>		
<p>Harmful Code</p>	<p>Contractor shall be fully liable to County for any costs or expenses, including, but not limited to, any County staff time, that results from harmful code ("Malicious Code") introduced into County's system as a direct or indirect result of any use of or access to County's system by Contractor's employees, agents, and permitted subcontractors. In the event of such an introduction into the system, Contractor shall fully cooperate, at its sole expense, with County's subsequent efforts to mitigate the effect of any such introduction</p> <p>Contractor warrants that any software it provides to County does not and will not contain any computer viruses, worms, Trojan horses, time bombs, time locks, trap door devices, or any other similar harmful, malicious, or hidden procedures, routines, or mechanisms ("Malicious Code"). The foregoing warranty does not include, and Contractor shall not be liable for, any Malicious Code (i) uploaded or sent by County to Contractor, (ii) contained within any County Data or residing on County's network, or (iii) otherwise originating with County.</p> <p>In the event Contractor's computers or systems become</p>	<p>Yes</p> <p>No</p>	

	infected with harmful code that are introduced into Contractor's systems as a result of any use of County's system by Contractor's employees, agents, or permitted subcontractors for Internet access, County shall have no liability whatsoever, except in the event of intentional malicious action by a County employee to cause such an introduction.		
ADDITIONAL TERMS & CONDITIONS			
Background and Criminal Records Check	In order to establish access to certain County facilities and populations, Contractor may be required to allow County to conduct a records check of assigned personnel and/or Contractor must certify assigned personnel have been subject to a criminal records background check in compliance with ORS 181.537 and OAR 407-007-0000 to 407-007-0380.	Yes No	
County Funding Source	To the extent Contractor provides any service whose costs are paid in whole or in part by a County grant, State or Federal funding sources, Contractor shall comply with the Funding Source's contract terms, federal and state statutes and regulations applicable to the services including but not limited to: Keeping such records as may be necessary to disclose the extent of services furnished to Clients and upon request furnish such records or other information to the County or its funding source.	Yes No	
Certification	Contractor shall provide specialized equipment and services that are entirely compliant with the State of Oregon Elections Laws and certified by, where applicable, by the Oregon Secretary of State, throughout the term of the Contract.	Yes No	
Business Reviews	Contractor will designate a Customer Service Representative to work with County to collaboratively define a service strategy for County's service needs, and shall be available for Business Review meetings, on an agreed-upon frequency, to determine if County's business goals are being accomplished within established timeframes. Contractor shall adhere to the	Yes No	

	<p>business goals and timelines established in the service strategy and as may be developed on an ongoing basis as part of the Business Review meeting. The agenda for each Business Review meeting shall be determined by County and shall include such agenda items as key performance indicators, customer service, service delivery, payments, information reporting, and customer service. Each review may consist of other topics of importance to County, which shall be outlined in the agenda provided to Contractor prior to any scheduled meeting. Meeting date, time, and place shall be determined by County. Business goals may reset by mutual agreement during Business Reviews.</p>		
<p>Performance Measures</p>	<p>Contractor commits to providing the agreed upon Service Level Agreement under risk of penalty.</p>	<p>Yes No</p>	
<p>Expense Reimbursement</p>	<p>County will pay expenses on the following terms and conditions: No expenses will be paid by the County unless pre-approved in writing by the County.</p>	<p>Yes No</p>	
<p>Invoicing and Payment Terms</p>	<p>Contractor shall submit invoices for the Work as follows: For services provided in accordance with the terms of this Contract, County will pay invoices within thirty (30) days of receipt provided that they are accurate and complete.</p>	<p>Yes No</p>	
<p>Right to Withhold Payment</p>	<p>County shall have the right to withhold from payments due Contractor such sums as are necessary in County's sole opinion to protect County from any loss, damage, or claim which may result from Contractor's failure to perform in accordance with the terms of the Contract or failure to make proper payment to suppliers or subcontractors. County shall not be obligated to pay Contractor until it has inspected and affirmatively accepted Contractor's work.</p>	<p>Yes No</p>	

Solicitation Attachment 4: Technical Specifications

Hardware Specifications Table				
Environment Type: <input type="checkbox"/> Dev <input type="checkbox"/> UAT <input type="checkbox"/> Production <input type="checkbox"/> Other _____				
Hardware Description (or Diagram Label)		Minimum	Recommended	Comments
Client PC Desktop/Laptop	Processor			
	Memory			
	Operating System			
	CD/DVD Drive			
	Application Disk Storage			
	Monitor Resolution			
	Network Connection			
	Other			
Web Server	Processor			
	Memory			
	Operating System			
	Internal Disk Storage			
	External Disk Storage			
	Network Connection			
	Number			
Application Server	Processor			
	Memory			
	Operating System			
	Internal Disk Storage			
	External Disk Storage			
	Network Connection			
	Number			
Database Server (Windows)	Processor			
	Memory			
	Internal Disk Storage			
	External Disk Storage			
	Network Connection			
	Number			
	DB Instance(s)			

Hardware Specifications Table				
Environment Type: <input type="checkbox"/> Dev <input type="checkbox"/> UAT <input type="checkbox"/> Production <input type="checkbox"/> Other _____				
Hardware Description (or Diagram Label)		Minimum	Recommended	Comments
Database Server (Unix)	Processor			
	Memory			
	Internal Disk Storage			
	External Disk Storage			
	Network Connection			
	Number			
	DB Instance(s)			
Scanner	Resolution			
	Scan Technology			
	Bit Depth			
	PC/Laptop Connection			
	Network Connection			
	Number			
Digital Signature Pad	Resolution			
	PC/Laptop Connection			
	Network Connection			
Printer	Processor			
	Memory			
	Operating System			
	Internal Disk Storage			
	External Disk Storage			
	Network Connection			
	Number			
Other	Processor			
	Memory			
	Operating System			
	Internal Disk Storage			

Hardware Specifications Table			
Environment Type: <input type="checkbox"/> Dev <input type="checkbox"/> UAT <input type="checkbox"/> Production <input type="checkbox"/> Other _____			
Hardware Description (or Diagram Label)	Minimum	Recommended	Comments
	External Disk Storage		
	Network Connection		
	Number		

Please supplement the Technical Architecture Diagram by completing the following **Software Specifications Table** for each recommended environment (e.g., Development, Quality Assurance Testing (QAT), User Acceptance Testing (UAT), Production, or Other). At a minimum, the table must provide the information requested below for all the required desktop and server software to support your proposed Solution and to be considered in determining TCO. Add sections for any required software components that are not referenced in the table.

Software Specifications Table			
Environment Type: <input type="checkbox"/> Dev <input type="checkbox"/> User Acceptance Test <input type="checkbox"/> Production <input type="checkbox"/> Other_			
Software Description (or Diagram Label)	Minimum	Recommended	Comments
Web Browser	Vendor		
	Edition		
	Version		
	Operating System		
	License		
	Other		
DBMS (option 1)	Vendor		
	Edition		
	Version		
	Operating System		
	License		
	Other		
DBMS (option 2)	Vendor		
	Edition		
	Version		
	Operating System		
	License		
	Other		

Software Specifications Table				
Environment Type: <input type="checkbox"/> Dev <input type="checkbox"/> User Acceptance Test <input type="checkbox"/> Production <input type="checkbox"/> Other_				
Software Description (or Diagram Label)		Minimum	Recommended	Comments
Application Language	Vendor			
	Edition			
	Version			
	Operating System			
	License			
	Other			
Web Server	Vendor			
	Edition			
	Version			
	Operating System			
	License			
	Other			
Database Server (Windows)	Vendor			
	Edition			
	Version			
	Operating System			
	License			
	Other			
Database Server (Unix)	Vendor			
	Edition			
	Version			
	Operating System			
	License			
	Other			
Report Writing	Vendor			

Software Specifications Table				
Environment Type: <input type="checkbox"/> Dev <input type="checkbox"/> User Acceptance Test <input type="checkbox"/> Production <input type="checkbox"/> Other_				
Software Description (or Diagram Label)		Minimum	Recommended	Comments
	Edition			
	Version			
	Operating System			
	License			
	Other			
Scanning	Vendor			
	Edition			
	Version			
	Operating System			
	License			
	Other			
Signature Capture	Vendor			
	Edition			
	Version			
	Operating System			
	License			
	Other			
Other	Vendor			
	Edition			
	Version			
	Operating System			
	License			
	Other			