PIMA COUNTY NOTICE OF REQUEST FOR PROPOSALS (RFP)

Solicitation Number: 134018 Title: Elections Voting System and Related Services

DUE IN AND OPENS: MAY 7TH, 2014 AT 2:00 P.M. LOCAL ARIZONA TIME

Submit Proposal to:	**Pre-Proposal Conference**
Pima County Procurement Department	April 23, 2014 AT 10:00 A.M.
130 West Congress, 3rd Floor, Receptionist	Pima County Procurement Department
Tucson, Arizona 85701	130 West Congress, 3RD Floor
	Tucson, AZ 85701

SOLICITATION: Pima County is soliciting proposals from Offerors qualified, responsible and willing to provide the following Goods and/or Services in compliance with all solicitation specifications and requirements contained or referenced herein.

GENERAL DESCRIPTION: Pima is soliciting proposals from Offerors that can provide an Elections Voting System and Related Services, as per the terms, conditions and specifications called for herein.

You may download a full copy of this solicitation at www.pima.gov/procure/ifbrfp.htm by selecting the solicitation number. Offerors are required to check this website for addenda prior to the Due In and Opens Date and Time to ensure that the proposal incorporates all addenda. Prospective Offerors may also pick up a copy, Monday through Friday excluding legal holidays, 8 am to 5 pm LOCAL ARIZONA TIME (MST), at the address listed above.

A Pre-Proposal Conference will be held for the purpose of clarifying requirements and answering prospective offeror questions. It is the responsibility of Prospective Offerors to familiarize themselves with all requirements of the solicitation and to identify any issues at the conference. Attendance is optional and encouraged.

Proposals must be submitted as defined in the Instructions to Offerors, in accordance with the Standard Terms and Conditions, and all solicitation documents either referenced or included herein. Failure to do so may be cause for rejection as *non-responsive*.   Offerors must complete and return those documents identified in the Instruction to Offerors Submission of Proposals instruction.

Proposals may not be withdrawn for 120 days after opening except as allowed by Pima County Procurement Code.

OFFERORS ARE REQUIRED TO READ THE ENTIRE SOLICITATION, INCLUDING ALL REFERENCED DOCUMENTS, ENSURE THAT THEY CAN AND ARE WILLING TO COMPLY, AND TO INCORPORATE ALL ASSOCIATED COSTS IN THEIR PROPOSAL.

Questions shall be submitted in writing (**verbal requests for clarifications or interpretations will not be accepted)** to Procurement Department, Attention: Ana Wilber. All requests shall reference the Solicitation Number and Title; Questions shall be submitted within 8 days of the solicitation *Due In and Opens Date and Time* may not be answered.

Fax: (520) 791-6508   Email: ana.wilber@pima.gov

Proposals shall be mailed to the following address:
Attn: Ana Wilber, Pima County Procurement Department, 130 W. Congress, 3rd Floor, Tucson, AZ 85701

_____   **Publish**: The Territorial: April 15, 16, 17 and 18 of 2014
Ana Wilber, CPPB, CASPP
Commodity/Contracts Officer

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INSTRUCTIONS TO OFFERORS

1. PREPARATION OF RESPONSES
All proposals shall be made using the forms provided in this package. All prices and notations must be printed in ink or typewritten. **No erasures are permitted.** Errors may be crossed out and corrections printed in ink or typewritten adjacent to error and shall be initialed in ink by person signing the proposal. Typewritten responses are **preferred**.

All proposals shall as appropriate indicate the registered trade name, stock number, and packaging of the items included in the proposal.

2. PRICING and OFFER DOCUMENTS
Throughout this solicitation document, the meaning of *proposal* and *offer* are intended to be synonymous.

Offerors shall complete and submit their offers utilizing the forms provided by this solicitation. Requested information and data shall be provided in the precise manner requested. Product descriptions shall provide sufficient information to precisely document the product being offered. Failure to comply may cause the proposal to be improperly evaluated or deemed non-responsive.

The proposal/offer certification document must be completed and signed by an authorized representative certifying that the firm can and is willing to meet all requirements of the solicitation. Failure to do so may be cause to reject the proposal as non-responsive.

All unit prices shall remain firm for the initial term of the executed agreement, with the exception that should offeror during the term of the agreement offer to another buyer pricing for like or similar quantity, products or services at price more favorable than those given to the County, that offeror shall offer same pricing to County effective on the date offered to other buyer. Unit prices given by offeror shall include all costs required to implement and actively conduct and document cost control and reduction activities. Unit Prices shall include all costs and, unless otherwise specified, shall be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destinations"). Unit prices shall prevail in the event of an extension error. Price each item separately. Delivery time if stated as a number of days shall mean "calendar" days. Pima County reserves the right to question and correct obvious errors.

3. GENERAL SPECIFICATIONS & DEVIATIONS
The specifications included in this solicitation are intended to identify the kind and quality of goods and/or services to be provided without being unnecessarily restrictive, and as required to provide the information needed for the development of consistent and comprehensive proposals.

Equipment brand names, models and numbers, when given are intended to identify a level of quality, equivalent performance and dimensional specifications, and are for reference only, unless otherwise specified in the solicitation.

Failure to perform appropriate research, discovery, examine any drawings, specifications, and instructions will be at the offeror's sole risk.

Items included in the proposal shall meet the specifications and requirements set forth by the solicitation.

Deviation requests shall specifically document and clearly illustrate the deviation to the particular specification or the requirement set forth by this solicitation and fully explain the requested deviation's impact on the end performance of the item. Deviation requests shall be submitted with the proposal. Acceptance or rejection of said deviation request shall be at the sole discretion of the County and in accordance with Pima County Procurement Code.

Offerors are advised that conditional offers that do not conform to or that request exceptions to the published solicitation and addendums may be considered non-responsive and not evaluated.

All equipment shall be models of current production, latest design and technology, new and unused unless otherwise specified Manufacturer and offeror documentation, including and not limited to the following shall be provided by the successful offeror not later than 14 days after request by the County and at no additional cost; warranty; caution-informational warnings; recommended maintenance schedule and process; recommended spare parts list; operating, technical and maintenance manuals including drawings, if appropriate; product brochures; and material safety data sheets (MSDS).

4. OFFERORS MINIMUM QUALIFICATIONS

In order for proposals to be evaluated and considered for award, proposals must be deemed ***Responsive* and *Responsible***. To be deemed ***"Responsive"***, the submitted offer documents shall conform in all material respects to the requirements stated by the solicitation. To be deemed ***"Responsible"***, offerors shall document and substantiate their capability to fully perform all requirements defined by the solicitation. Factors considered include and may not be limited to experience, integrity, perseverance, reliability, capacity, facilities, equipment, credit and other factors required to provide the performance defined by the solicitation.

Offeror shall certify that they possess the minimum qualifications contained in **Appendix II: Minimum Qualifications Verification Form (2 Pages)**. Offeror shall provide the requested documents that substantiate their satisfaction of the Minimum Qualifications. Failure to provide the information required by these Minimum Qualifications and required to substantiate *responsibility* may be cause for the offeror's proposal to be rejected as ***Non-Responsive and/or Non-Responsible.***

MINIMUM QUALIFICATIONS

1. Responder will be required to show proof that proposed system has been successfully completed a series of elections at all levels; presidential preference (closed primary), gubernatorial/presidential primary (open primary), gubernatorial/presidential general, congressional vacancy primary (open primary), congressional vacancy general, statewide special, countrywide special, school district, municipal, special district, and recall.

2. Responder will be required to show proof that the proposed system is certified by Arizona Secretary of State(AZ SOS) to meet Arizona Election Law, in accordance with A.R.S. §16-442 **or** provide proof that the proposed system has been scheduled for testing for AZ SOS certification if not yet certified.

   Note:
   All proposed systems must meet Help America Vote Act (HAVA) federal standards prior to applying for State certification. Proposals submitted pending State certification will be accepted contingent upon proposed system getting certified within ten (10) calendar days of Notice of Recommendation for Award (NORFA) if proposal is selected for award or County will move on to the next highest ranked proposal.

5. EVALUATION AND AWARD CRITERIA

Pima County shall evaluate proposals meeting the minimum qualifications and determined by the County to be ***Responsive* and *Responsible***. Proposals shall be evaluated as per the evaluation criteria set forth herein. Evaluation of cost shall be made without regard to applicable taxes.

EVALUATION CRITERIA AND POINTS

Criteria	Criteria description	Max. Points Available
a.	Vendor Experience	100
b.	Project Implementation, Training & Support Plan	50
c.	Software and Hardware Requirements	200
d.	General Questionnaire	100
e.	Cost	50
	Total Points	**500**

The evaluation criteria will be used by the evaluation panel when scoring the offeror's answers to the questions contained in **Appendix III: Questionnaire (1 Page)**. Offeror should respond to each specification as guided by the Questionnaire. The narratives along with required supporting materials should be evaluated and awarded points accordingly. Forms provided and requested for inclusion in this proposal shall not be modified.

Software Demonstration

Offerors will be required to conduct an on-site demonstration of the proposed solution to evaluators at no charge to the County as part of the evaluation process. Offeror shall not demonstrate any software/functions or features that are not included in the proposed solution. Offerors shall populate the demonstration system with sufficient data to demonstrate the required functionality.

The Commodity/Contracts Officer will notify finalists of the date, time and location of the software demonstration. The demonstration will include the function, product or system capability included in the demonstration script provided by the County. At the County's option, supplemental criteria may be considered for the software demonstration. The County will provide the demonstration script at least a week before the demonstration is scheduled.

The County expects the vendor to follow the demonstration script provided, in the order specified in the script. Deviations from the script are allowed only if agreed upon in advance by the County.

County reserves the right to request additional information and/or clarification. Any clarification of a proposal shall be in writing. Recommendation for award will be to the responsible and responsive Offeror whose proposal is determined to be the most advantageous to the County taking into consideration the evaluation criteria set forth in this RFP.

If an award is made, the County will enter into an agreement with the one Offeror that submitted the highest scoring responsive and responsible offer(s) by executing and transmitting a blanket contract or purchase order document that incorporates the Offer without further action by the Offeror. The County may conduct discussions with the Offeror to clarify the Offer and Agreement details provided that they do not substantially change the intent of the solicitation. Unless otherwise specified, relative ranking of proposal(s) will be made considering the average of total points given to each proposal by evaluators.

6. SUBMISSION OF OFFERS
Offerors are to complete, execute and submit **one original and seven (7) electronic copies** on a thumb drive of the required documents. The submittal shall include all information requested by the solicitation, and utilize without modification the forms provided by the solicitation that includes and may not be limited to the following:

6.1. Cover Letter
6.2. Table of Contents
6.3. Appendix I: Proposal Certification Form (fully completed as requested)
6.4. Appendix II: Minimum Qualifications Verification Form (fully completed as requested including the requested documentation)
6.5. Appendix III: Questionnaire (fully completed as requested)
6.6. Appendix IV: Deviation Requests
6.7. Exhibit B: Pricing and Compensation
6.8. Exhibit C: Self-Assessment
6.9. Exhibit D: Contractor's License Agreement

The proposal shall be bound and indexed in the exact order as indicated above.

Proposals must be received and time stamped at the specified location at or before the Due Date/Time as defined by the *Request for Proposals*. Unless specified requested (References) Facsimiles will not be accepted. The "time-stamp" provided by the County shall be the official time used to determine the timeliness of the submittal. Proposals and modifications received after the Due Date/Time will not be accepted, or will be returned unopened. Timely submittals will be opened and recorded promptly after the Due Date/Time.

Proposals must be signed by an authorized agent of the Offeror and submitted in a sealed envelope marked or labeled with the offeror's firm name, solicitation number, title, solicitation due date and time, to the location and not later than the Due Date/ Time specified by the *Request for Proposals*.

Proposals and modifications received after the closing time specified will not be accepted. Facsimiles of proposals will not be accepted.

Failure to comply with the solicitation requirements may be cause for the offeror's proposal to be rejected as *non-responsive* and not evaluated.

7. BEST AND FINAL OFFER
County reserves the right to request additional information and/or clarification with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements.

In the event that discussions are held and clarifications are requested, a written request for best and final offers shall be issued. The request shall set forth the date, time, and place for the submission of best and final offers. If Offerors fail to

respond to the request for best and final offer or fail to submit a notice of withdrawal, their immediate previous offer will be construed as their best and final offer.

8. COMPLIANCE WITH AGREEMENT

County will execute an agreement with the successful Offeror by issue of a contract (see the SAMPLE CONTRACT attached to this solicitation). The Offeror agrees to establish, monitor, and manage an effective administration process that assures compliance with all requirements of the agreement. In particular, the offeror agrees that they shall not provide goods or services in excess of the executed agreement items, item quantity, item amount, or agreement amount without prior written authorization by revision or change order properly executed by the County. Any items provided in excess of the quantity stated in the agreement shall be at the Offeror's own risk. Offerors shall decline verbal requests to deliver items in excess of the agreement and shall report all such requests in writing to the Pima County Procurement Department within 1 workday of the request. The report shall include the name of the requesting individual and the nature of the request.

9. INQUIRIES & NOTICE OF RECOMMENDATION FOR AWARD (NORFA)

Results of this procurement will not be given in response to telephone inquiries. Interested parties are invited to attend the public opening at the time and date stated in this solicitation. A tabulation of submittals will be on file at the Procurement Department. No oral interpretations or clarifications made to any respondent as to the meaning of any of the solicitation documents will be binding on Pima County. If a prospective respondent believes a requirement of the solicitation documents to be needlessly restrictive, unfair, or unclear, the respondent shall notify the Pima County Procurement department in writing identifying the solicitation number, page and paragraph number and clearly stating the issue and suggested solution prior to the *Due In and Opens* date set for receipt of the bid or proposal. Responses from COUNTY will be made by written addendum and sent to all known potential respondents. Issues identified less than 8 days prior to the *Due In and Opens* date may not be answered.

Interested parties are invited to attend the public opening of submissions at the time and date stated in this solicitation.

"The Pima County protest procedures are in Chapter 11.20 of the Pima County Procurement Code, available through http://www.pima.gov/cob/code/.   The five-day period to file a protest of the award will be measured from the date the Notice of Recommendation for Award is posted on the Pima County Procurement website at http://www.pima.gov/procure/awards/ **without regard to whether individual notices were issued**. It is the responsibility of bidders, proposers and offerors to check the website"

10. VENDOR RECORD MAINTENANCE

By submitting a response to this solicitation, the submittor agrees to establish and maintain a complete Pima County Vendor record, including the provision of a properly completed and executed "Request for Taxpayer Identification Number and Certification" document(Form W-9), within ten calendar days of the solicitation due date. The Vendor also agrees to update the information within ten calendar days of any change in that information and prior to the submission of any invoice or request for payment. The preferred method for creating or updating this record is via the Internet utilizing the Pima County Vendor Self Service (VSS). The registration requires that the Vendor establish and maintain email functionality. In addition to providing the means for a Vendor to create and maintain their Vendor record, VSS also provides for email notice to the vendor regarding solicitations published by Pima County for commodities of interest as defined by the Vendor record. Internet links for Vendor Registration are located at the Procurement Internet page: http://www.pima.gov/procure/venreg.htm.

END OF INSTRUCTIONS TO OFFERORS
(Revised September 26, 2012)

STATEMENT OF PURPOSE

This solicitation is being conducted to acquire voting equipment and an election management system that fulfills the mandates of the federal Help America Vote Act (HAVA) and the election laws of the State of Arizona. This project seeks to accomplish that objective by meeting the following goals:

1) Conduct a fair and comprehensive selection of a Voting System that is HAVA compliant and Arizona State certified for all elections and includes an election management system, ballot creation, all scanners, tabulators, software and servers. The system will also meet all requirements as described in the Statement of Work.

2) Implement the new Voting System by February of 2015.

3) Provide training and training materials to all relevant Pima County staff and poll site workers.

4) Develop contract for on-going vendor support

Implementing a new end-to-end voting system will have many benefits, including but not limited to; full compliance with both Arizona State and Federal mandates, fast, and efficient tabulation of ballots, secure storage of tabulation and ballot data as well as accurate and reliable reporting of election results.

The Scope of Services and requirements for which interested parties may submit proposals are defined by the Sample Contract and **Exhibit A**, Statement of Work – Parts 1, 2, and 3.

It is the intent of the County to award one Contract for a six (6) year term.

In the event that the resulting contract is terminated for any reason, Pima County reserves the right to award to the second highest scoring proposal if deemed in the best interest of County.

<u>**APPENDIX I: PROPOSAL CERTIFICATION FORM (1 Page)**</u>

OFFEROR SHALL COMPLETE THE FOLLOWING INFORMATION AND SUBMIT WITH THEIR PROPOSAL

Print in ink or type the requested information. Typewritten responses are preferred.

<u>PROPOSAL SUBMITTED BY:</u>
COMPANY LEGAL NAME:
COMPANY LEGAL NAME (EXECUTING CONTRACT):
ADDRESS:
CITY, STATE, ZIP:
TELEPHONE: FAX NUMBER:
CONTACT PERSON: TITLE:
(Authorized to negotiate and execute contract with County)
E-MAIL: Phone #: Fax #

<u>CORPORATE HEADQUARTERS LOCATION:</u>

ADDRESS:

CITY, STATE, ZIP:

<u>LIST SOLICITATION ADDENDA</u> (Failure to do so may be cause for rejection of proposal as non-responsive)

ADDENDA NO. _____ DATE_____ ADDENDA NO. _____ DATE_____ ADDENDA NO. _____ DATE_____

ADDENDA NO. _____ DATE_____ ADDENDA NO. _____ DATE_____ ADDENDA NO. _____ DATE_____

REQUIRED MWBE INFORMATION
Is this firm a Women-Owned Business? Yes ☐ No ☐
Is this firm a Minority-Owned Business? Yes ☐ No ☐
Are you currently certified by any Agency? Yes ☐   No   ☐☐ If so, Agency Name:

Is Offeror a certified Local and MWBE Supplier Eligible for MWBE Preference? Yes   No (Select one)

If 'Yes', **attach** and so indicate that a copy of LOCAL MWBE Certification document is attached: Yes   No (Select one)

<u>** PROPOSAL DOCUMENT SHALL BE SIGNED BY A REPRESENTATIVE OF THE FIRM AUTHORIZED TO LEGALLY BIND THE FIRM **</u>

By signing and submitting these proposal documents, the undersigned certifies that all information submitted is accurate, that the firm has reviewed the Procurement website for solicitation addenda and incorporated to their proposal, that the firm is qualified and willing to provide the services requested, and that the firm will comply with all requirements of the solicitation. This firm also certifies it will enter into the SAMPLE CONTRACT attached, <u>as written:</u> Yes ___ No ___ (Select one)

SIGNATURE: DATE:

PRINTED NAME & TITLE OF AUTHORIZED REPRESENTATIVE SIGNING THE PROPOSAL

PHONE AND E-MAIL:

OFFEROR'S NAME: _____

Proposals not meeting the minimum qualifications will be determined to be ***NON RESPONSIVE*** and will not be considered for further evaluation. If defined in this solicitation, provide documented and verifiable evidence that your firm satisfies the Minimum Requirements, and indicate what/if any attachments are submitted.

MINIMUM QUALIFICATIONS
Minimum Qualification #1
Responder shall provide proof that proposed system has been successfully completed a series of elections at all levels; presidential preference (closed primary), gubernatorial/presidential primary (open primary), gubernatorial/presidential general, congressional vacancy primary (open primary), congressional vacancy general, statewide special, countrywide special, school district, municipal, special district, and recall.
Compliance with MQ 1:   Yes   No Please provide four (4) references of clients/agencies to demonstrate your firm satisfies Minimum Qualification #1.

Minimum Qualification #2
Responder shall provide proof that the proposed system is certified by Arizona Secretary of State(AZ SOS) to meet Arizona Election Law, in accordance with A.R.S. §16-442 **or** provide proof showing the proposed system has been scheduled for testing for AZ SOS certification if not yet certified.
Compliance with MQ 2:   Yes   No Please provide a copy of the AZ SOS Certificate; or a letter showing the proposed system has been scheduled for testing for AZ SOS certification; to demonstrate your firm satisfies Minimum Qualification #2.

Submitted by (Printed Name and Title): _____Initials:_____ Date: _____

END OF APPENDIX II: MINIMUM QUALIFICATIONS VERIFICATION FORM

APPENDIX III: QUESTIONNAIRE (1 Page)

OFFEROR'S NAME: _____

Offerors should respond in the form of a thorough narrative to each specification unless otherwise specified in the Exhibits. The narratives along with required supporting materials will be evaluated and awarded points accordingly. Forms provided and requested for inclusion in this proposal shall not be modified.

A. Vendor Experience (0 – 100)

Please complete the *Vendor Experience* tab of the attached Exhibit C: Self-Assessment spreadsheet.

B. Project Implementation, Training and Support Plan (0-50)

Please complete the *Project, Training and Support Plan* tab of the attached Exhibit C: Self-Assessment spreadsheet.

C. Software and Hardware Requirements (0-200)

Please complete the *Software and Hardware Requirements* tab of the attached Exhibit C: Self-Assessment spreadsheet.

D. General Questionnaire (0-100)

Please complete the *General Questionnaire* tab of the attached Exhibit C: Self-Assessment spreadsheet.

E. Cost (0-50)

Please complete the attached Exhibit B: Pricing and Compensation Schedule.

Submitted by (Printed Name and Title): _____ Initial: _____ Date: _____

END OF APPENDIX III: QUESTIONNAIRE

APPENDIX IV: DEVIATIONS (1 Page)

ALL deviation requests shall be listed herein. All deviation requests shall specifically document and clearly illustrate the deviation to the particular specification or the requirement set forth by this solicitation and fully explain the requested deviation's impact on the end performance of the item. Acceptance or rejection of said deviation request shall be at the sole discretion of the County and in accordance with Pima County Procurement Code. ***Deviations shall be submitted in the format below. Rows may be added and/or deleted as needed.***

#	Refer to Solicitation TAB	Page #, Section, Paragraph	Specification or Requirement Language	Requested Deviation Language	For Pima County Use Only Accepted/Rejected Best and Final Offer
1					
2					
3					
4					
5					
6					
7					

(END OF APPENDIX IV: DEVIATIONS)

PIMA COUNTY STANDARD TERMS AND CONDITIONS (04/25/13)

1. OPENING:
Responses will be publicly opened and respondent's name, and if a Bid the amount, will be read on the date and at the location defined in the *Invitation for Bid (IFB)* or *Request For Proposals (RFP)*. Proposals shall be opened so as to avoid disclosure of the contents of any proposal to competing Offerors during the process of negotiation. All interested parties are invited to attend.

2. EVALUATION:
Responses shall be evaluated to determine which response is most advantageous to the COUNTY considering evaluation criteria, conformity to the specifications and other factors.

If an award is made, the Pima County (COUNTY) will enter into an agreement with the one or multiple respondent(s) that submitted the lowest bid(s) and determined responsible for supplying the required goods or services. Unless otherwise specified on the Bid/Offer document determination of the low/lowest bids will be made considering the total bid amount.

The COUNTY reserves the following rights: 1) to waive informalities in the bid or bid procedure; 2) to reject the response of any persons or corporations that have previously defaulted on any contract with COUNTY or who have engaged in conduct that constitutes a cause for debarment or suspension as set forth in COUNTY Code section 11.32; 3) to reject any and all responses; 4) to re-advertise for bids previously rejected; 5) to otherwise provide for the purchase of such equipment, supplies materials and services as may be required herein; 6) to award on the basis of price and other factors, including but not limited to such factors as delivery time, quality, uniformity of product, suitability for the intended task, and bidder's ability to supply; 7) to increase or decrease the quantity herein specified. Pricing evaluations will be based on pre-tax pricing offered by vendor.

3. AWARD NOTICE:
A *Notice of Recommendation for Award* for IFB or RFP will be posted on the Procurement website and available for review by interested parties. A tabulation of responses will be maintained at the Procurement Department.

4. AWARD:
Awards shall be made by either the Procurement Director or the Board of Supervisors in accordance with the Pima County Procurement Code. COUNTY reserves the right to reject any or all offers, bids or proposals or to waive irregularities and informalities if it is deemed in the best interest of the COUNTY. Unless expressly agreed otherwise, resulting agreements are not exclusive, are for the sole convenience of COUNTY, and COUNTY reserves the right to obtain like goods or services from other sources.

5. WAIVER:
Each respondent, by submission of an offer, bid or proposal proclaims and agrees and does waive any and all claims for damages against COUNTY or its officers or employees when any of the rights reserved by COUNTY may be exercised.

6. ACKNOWLEDGEMENT AND ACCEPTANCE:
If Contractor's terms of sale are inconsistent with the terms of the resultant agreement, the terms herein shall govern, unless Contractor's terms are accepted in writing by COUNTY. No oral agreement or understanding shall in any way modify this order or the terms and conditions herein. Contractor's acceptance, delivery or performance called for herein shall constitute unqualified acceptance of the terms and conditions of the resultant agreement.

7. INTERPRETATION and APPLICABLE LAW:
The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of Arizona. If any of Contractors' terms or conditions is not in agreement with County's terms and conditions as set forth herein, COUNTY's shall govern. This Agreement incorporates the complete agreement of the parties with respect to the subject matter of this Agreement. No oral agreement or other understanding shall in any way modify these terms and conditions.

8. SPECIFICATION CHANGES:
COUNTY shall have the right to make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, an acceptable adjustment shall be made and the order shall be modified in writing. Any agreement for adjustment must be made in writing. Nothing in this clause shall reduce Contractor's' responsibility to proceed without delay in the delivery or performance of an order.

9. PAYMENT TERMS:
Payment terms are net 30, unless otherwise specified by the agreement documents.

10. ACCEPTANCE OF MATERIALS AND SERVICES:
COUNTY will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that all specification requirements have been met.

11. FRAUD AND COLLUSION:
Each Contractor, by submission of a bid, proclaims and agrees that no officer or employee of COUNTY or of any subdivision thereof has: 1) aided or assisted the Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor; 2) favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) any direct or indirect financial interest in the offer or resulting agreement. Additionally, during the conduct of business with COUNTY, the Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If at any time it shall be found that the awardee(s) has in presenting any offer(s) colluded with any other party or parties for the purpose of preventing any other offer being made, then the agreement so awarded shall be terminated and that person or entity shall be liable for all damages sustained by COUNTY.

12. COOPERATIVE USE OF RESULTING AGREEMENT:
As allowed by law, the COUNTY has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements developed by the COUNTY. The Contractor may be contacted by participating agencies and requested to provide services and products pursuant to the pricing, terms and conditions defined by the COUNTY blanket contract, purchase order or contract. Minor adjustments are allowed subject to agreement by both Contractor and Requesting Party to accommodate additional cost or other factors not present in the COUNTY agreement and required to satisfy particular Public Agency code or functional requirements and are within the intended scope of the solicitation and resulting agreement. Any such usage shall be in accordance with State, COUNTY and other Public Agency procurement rules, regulations and requirements and shall be transacted by blanket contract purchase order or contract between the requesting party and Contractor. Contractor shall hold harmless COUNTY, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. A list of agencies that are authorized to use COUNTY agreements can be viewed at the Procurement Department Internet home page: http://www.pima.gov/procure by selecting the link titled *Authorized Use of COUNTY Agreements*.

13. PATENT INDEMNITY:
Contractor shall hold COUNTY, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the blanket contract purchase order or contract. Contractor may be required to furnish a bond or other indemnification to COUNTY against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

14. UNFAIR COMPETITION AND OTHER LAWS:
Responses shall be in accordance with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable COUNTY, State, and Federal laws and regulations.

15. NON-APPROPRIATION OF FUNDS:
Pursuant to the provisions of A.R.S. § 11-251, sub-section 42, this agreement may be canceled if for any reason the COUNTY Board of Supervisors does not appropriate funds for the stated purpose of maintaining any agreement. In the event of such cancellation, COUNTY shall have no further obligation, other than for services or goods that have already been received.

16. PROTESTS:
An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award. Protests must be filed in accordance with the Pima County Procurement Code, Section 11.20.010.

17. CONTROL OF DATA PROVIDED BY PIMA COUNTY:
For those projects and contracts where Pima County has provided data to enable the Contractor to provide contracted services or products, unless otherwise specified and agreed to in writing by Pima County, Contractor shall treat, control and limit access to said information as confidential and under no circumstances release any data provided by County during the term of this agreement and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and is further prohibited from selling such data directly or through a third party. Upon termination of the associated agreement or completion of the required contractual intent whichever occurs sooner, Contractor shall either return all data to County or shall destroy such data and confirm destruction in writing in a timely manner not to exceed 60 calendar days.

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SAMPLE CONTRACT

PIMA COUNTY OFFICE OF ELECTIONS **PROJECT: ELECTIONS VOTING SYSTEM AND RELATED AND RELATED SERVICES** **CONTRACTOR**: **[awardee legal name & address]** **AMOUNT: $[900,000.00]** **FUNDING: HELP AMERICA VOTE ACT (HAVA) GRANT**	(STAMP HERE)

GENERAL SERVICES CONTRACT More Than $250,000 per Year

THIS CONTRACT entered between Pima County, a body politic and corporate of the State of Arizona, hereinafter called COUNTY; and [Legal Name as documented by the ACC or sole proprietorship], hereinafter called CONTRACTOR.

W I T N E S S E T H

WHEREAS, COUNTY requires the services of a CONTRACTOR to provide an Elections Voting System and Related Services; and

WHEREAS, CONTRACTOR submitted the most advantageous response to County for Solicitation No. 134018 for said products and/or services.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I - TERM AND EXTENSION/RENEWAL/CHANGES

This Contract, as awarded by the Board of Supervisors, shall commence on July 1, 2014 and shall terminate on June 30th, 2020, unless sooner terminated or further extended pursuant to the provisions of this Contract. The parties may renew this Contract for an additional six (6) year term.

Any modification, or extension of the contract termination date, shall be by formal written amendment executed by the parties hereto.

Amendments to the Contract must be approved by the Board of Supervisors or the Procurement Director, as required by the Pima County Procurement code, before any work or deliveries under the Amendment commences.

ARTICLE II – SCOPE OF SERVICES

This Contract establishes the agreement under which the CONTRACTOR will provide COUNTY with products and services in accordance with the attached Exhibit A: Statement of Work (18 pages).

CONTRACTOR shall provide COUNTY the goods and services as defined in this Contract. All goods and services shall comply with the requirements and specifications as called for in this Contract and solicitation documents contained or referenced in Pima County Solicitation No. 134018; these documents are incorporated into the Contract the same as if set forth in full herein.

ARTICLE III – COMPENSATION AND PAYMENT

In consideration for the goods and services specified in this Contract, the COUNTY agrees to pay CONTRACTOR in an amount not to exceed [nine hundred thousand dollars ($900,000.00)]. Pricing for work or products/materials will be as set forth in Exhibit B: Pricing and Compensation (XX pages).

Although State and City sales tax may not be fully or accurately defined on an order, they will be paid when they are DIRECTLY applicable to Pima County and invoiced as a separate line item; those taxes should not be included in the item unit price.

CONTRACTOR shall provide detailed documentation in support of requested payment. Payment requests shall assign all costs to items identified by Exhibit B.

It is the intention of both parties that pricing shall remain firm during the term of the contract. Price increases shall only be considered in conjunction with a renewal of the Contract. In the event that economic conditions are such that unit price increases are desired by the CONTRACTOR upon renewal of the Contract, CONTRACTOR shall submit a written request to COUNTY with supporting documents justifying such increases at least 90 days prior to the termination date of the Contract. It is agreed that the Unit Prices shall include compensation for the CONTRACTOR to implement and actively conduct cost and price control activities. COUNTY will review the proposed pricing and determine if it is in the best interest of COUNTY to renew or extend the Contract as provided for in Article I of this Contract.

CONTRACTOR shall not provide goods and services in excess of the Exhibit A Line Item and Contract Amounts without prior authorization by an amendment executed by COUNTY. Goods and Services provided in excess of Line Item or Contract Total Amounts without prior authorization by fully executed amendment shall be at CONTRACTOR'S own risk.

For the period of record retention required under Article XXI, COUNTY reserves the right to question any payment made under this Article and to require reimbursement therefore by setoff or otherwise for payments determined to be improper or contrary to the contract or law.

ARTICLE IV - INSURANCE

The CONTRACTOR'S insurance shall be primary insurance and non-contributory with respect to all other available sources. CONTRACTOR shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:

A) **Minimum Scope and Limits of Insurance** – Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form:**
   Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance, with limits of not less than:
   - $1,000,000 Each Occurrence
   - $2,000,000 General Aggregate
   - $1,000,000 Products and Completed Operations
   - $1,000,000 Blanket Contractual Liability

   a. The policy shall include coverage as stated above for bodily injury, broad form property damage, personal injury, blanket contractual coverage and products and completed operations.
   b. Policy shall not contain any provision which would serve to limit third party action over claims.

2. **Automobile Liability Insurance – Combined Single Limit:**
   Automobile Insurance to include coverage for Bodily injury and property damage for any owned, non-owned and hired vehicles used in the performance of this License with a Combined Single Limit (CSL) of $1,000,000.

3. **Technology/Network Errors and Omissions (E&O) Insurance –** Professional Liability coverage in the form of Technology/Network E&O coverage with minimum limits of $1,000,000 Each Claim and $1,000,000 Annual Aggregate. The Insurance Coverage is to include the following coverages:
   - Computer viruses, Trojan horses, worms and any other type of malicious or damaging code;
   - Dishonest, fraudulent, malicious, or criminal use of a computer system by a person, whether identified or not, and whether acting alone or in collusion with other persons,

to affect, alter, copy corrupt, delete, disrupt, or destroy a computer system or obtain financial benefit for any party or to steal or take electronic data;

- Denial of service for which the insured is responsible that results in the degradation of or loss of access to internet or network activities or normal use of a computer system;
- Access to a computer system or computer system resources by an unauthorized person or an authorized person in an unauthorized manner;
- Loss or disclosure of confidential information no matter how it occurs;
- Systems analysis, Software Design and Systems programming,
- Data processing and Systems integration;
- Outsourcing including outsourcing development and design;
- Systems design, consulting, development and modification;
- Training services relating to computer software or hardware;
- Management, repair and maintenance of computer products, networks and systems;
- Data entry, modification, verification, maintenance, storage, retrieval or preparation of data output

    a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is complete.

    b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

    4. Workers' Compensation and Employers' Liability - Statutory requirements for working in Arizona, including employee's liability coverage. Employer's liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee, and $500,000 disease policy limit.

B) <u>**Additional Insurance Requirements:**</u>
1. Additional Insured Endorsement: The General Liability and Auto policies shall be endorsed to include Pima County as an additional insured with the following additional insured language: "Pima County shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor."
2. Wavier of Subrogation: A ll policies, excluding the E&O policy are required to be endorsed to contain a waiver of transfer of rights of recovery (subrogation) against Pima County, its agents, representatives, officers, directors, officials and employees.
3. The Contractor's insurance shall be primary insurance and non-contributory with respect to all other available sources. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C) <u>**Verification of Coverage:**</u>
1. All certificates and endorsements are to be received and approved by Pima County before work commences. Each insurance policy must be in effect at or prior to commencement of work under this contract and remain in effect for the duration of the project.
2. Notice of Cancellation: With the exception if (10) ten day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require thirty (30) days written notice to Pima County.
3. Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona with an "A.M. Best" rating of A- VI. Pima County in no way warrants that the above required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
4. Contractor's certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish, upon request by Pima County, separate certificates and endorsements for each subcontractor.
5. Any modification or variation from the insurance requirements in this Contract shall be made by the Division of Risk Management. Such action will not require a formal Contract amendment, but may be made by administrative action.
6. If a policy expires during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

ARTICLE V - INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by the CONTRACTOR, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Contract.

CONTRACTOR warrants that all products and services provided under this contract are non-infringing. CONTRACTOR will indemnify, defend and hold COUNTY harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

ARTICLE VI - COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services provided under this contract require a license issued by the Arizona Registrar of Contractors (ROC), Contractor certifies that those services will be provided by a contractor licensed by ROC to perform those services in Arizona. The laws and regulations of the State of Arizona shall govern the rights, performance and disputes of and between the parties. Any action relating to this Contract shall be brought in a court of the State of Arizona in Pima County.

Any changes in the governing laws, rules, and regulations during an agreement shall apply, but do not require an amendment/revisions.

ARTICLE VII - INDEPENDENT CONTRACTOR

The status of the CONTRACTOR shall be that of an independent contractor. Neither CONTRACTOR, nor CONTRACTOR'S officers agents or employees shall be considered an employee of Pima County or be entitled to receive any employment-related fringe benefits under the Pima County Merit System. CONTRACTOR shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of CONTRACTOR'S failure to pay such taxes. CONTRACTOR shall be solely responsible for program development and operation.

ARTICLE VIII - SUBCONTRACTOR

CONTRACTOR will be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor and of persons for whose acts any of them may be liable to the same extent that the CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract shall create any obligation on the part of COUNTY to pay or see to the payment of any money due any subcontractor, except as may be required by law.

ARTICLE IX - ASSIGNMENT

CONTRACTOR shall not assign its rights to this Contract, in whole or in part, without prior written approval of the COUNTY. Approval may be withheld at the sole discretion of COUNTY, provided that such approval shall not be unreasonably withheld.

ARTICLE X - NON-DISCRIMINATION

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 **including flow down of all provisions and requirements to any subcontractors.** Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

ARTICLE XI - AMERICANS WITH DISABILITIES ACT

CONTRACTOR shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

ARTICLE XII - AUTHORITY TO CONTRACT

CONTRACTOR warrants its right and power to enter into this Contract. If any court or administrative agency determines that COUNTY does not have authority to enter into this Contract, COUNTY shall not be liable to CONTRACTOR or any third party by reason of such determination or by reason of this Contract.

ARTICLE XIII - FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of this Contract to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time shall not be construed as an accord and satisfaction.

ARTICLE XIV - CANCELLATION FOR CONFLICT OF INTEREST

This Contract is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

ARTICLE XV - TERMINATION

COUNTY reserves the right to terminate this Contract at any time and without cause by serving upon CONTRACTOR 30 days advance written notice of such intent to terminate. In the event of such termination, the COUNTY'S only obligation to CONTRACTOR shall be payment for services rendered prior to the date of termination.

This Contract may be terminated at any time without advance notice and without further obligation to the COUNTY when the CONTRACTOR is found by COUNTY to be in default of any provision of this Contract.

Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Contract. In the event of such termination, COUNTY shall have no further obligation to CONTRACTOR, other than to pay for services rendered prior to termination.

ARTICLE XVI - NOTICE

Any notice required or permitted to be given under this Contract shall be in writing and shall be served by personal delivery or by certified mail upon the other party as follows:

COUNTY: CONTRACTOR:
Brad Nelson, Elections Director   [Contractor Officer submitting bid]
Pima County Office of Elections
6550 S Country Club Rd
Tucson, AZ 85756
Telephone: (520) 724-6830

ARTICLE XVII - NON-EXCLUSIVE CONTRACT

CONTRACTOR understands that this Contract is nonexclusive and is for the sole convenience of COUNTY. COUNTY reserves the right to obtain like services from other sources for any reason.

ARTICLE XVIII - OTHER DOCUMENTS

CONTRACTOR and COUNTY in entering into this Contract have relied upon information provided in the Pima County Solicitation No. 134018 including the Request for Proposals, Instructions to Bidders, Standard Terms and Conditions, Specific Terms and Conditions, Solicitation Addenda, CONTRACTOR'S Proposal and on other information and documents submitted by the CONTRACTOR in its' response to Solicitation No. 134018. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this contract.

ARTICLE XIX - REMEDIES

Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

ARTICLE XX - SEVERABILITY

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

ARTICLE XXI - BOOKS AND RECORDS

CONTRACTOR shall keep and maintain proper and complete books, records and accounts, which shall be open at all reasonable times for inspection and audit by duly authorized representatives of COUNTY.

In addition, CONTRACTOR shall retain all records relating to this contract at least 5 years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

ARTICLE XXII – PUBLIC INFORMATION

Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted in response to this solicitation, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.

Any records submitted in response to this solicitation that respondent reasonably believes constitute proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by respondent prior to the close of the solicitation.

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., County shall release records marked CONFIDENTIAL ten (10) business days after the date of notice to the respondent of the request for release, unless respondent has, within the ten day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release shall not be counted in the time calculation. Respondent shall be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

County shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor shall County be in any way financially responsible for any costs associated with securing such an order.

ARTICLE XXIII – LEGAL ARIZONA WORKERS ACT COMPLIANCE

CONTRACTOR hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to CONTRACTOR'S employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). CONTRACTOR shall further ensure that each subcontractor who performs any work for CONTRACTOR under this contract likewise complies with the State and Federal Immigration Laws.

COUNTY shall have the right at any time to inspect the books and records of CONTRACTOR and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of CONTRACTOR'S or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting CONTRACTOR to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, CONTRACTOR shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.

CONTRACTOR shall advise each subcontractor of COUNTY'S rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"SUBCONTRACTOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONTRACTOR's employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that COUNTY may inspect the SUBCONTRACTOR'S books and records to insure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR will be deemed to be a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of CONTRACTOR. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of CONTRACTOR's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which CONTRACTOR shall be entitled to an extension of time, but not costs.

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ARTICLE XXIV - ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

PIMA COUNTY   **CONTRACTOR**

_____   _____
Chair, Board of Supervisors   Authorized Officer Signature

_____   _____
Date   Printed Name and Title

                                                                       _____
                                                                       Date

ATTEST

_____
Clerk of Board

_____
Date

APPROVED AS TO FORM

_____
Deputy County Attorney

_____
Print DCA Name

_____
Date

APPROVED AS TO CONTENT

_____
Department Head

_____
Date

<u>EXHIBIT A: STATEMENT OF WORK (18 Pages)</u>

1   INTRODUCTION

The mission of the Pima County Elections Department is to conduct fair and honest elections in Pima County. To this end, Pima County is responsible for maintaining the integrity of each election and conducting election proceedings for approximately 500,000 registered voters in Pima County.

Pima County has approximately 248 voting precinct locations throughout the county and voting can be done by mail-in ballot or by going to specifically designated voting precincts. Some elections are conducted by mail-in ballot only. Pima County conducts at least two elections, Primary and General, every two years and a third election, Presidential Preference, for the presidential elections held every four years. Additional election days are available each year for special elections. The Pima County Elections Department also contracts out for a number of elections held by other jurisdictions.

Pima County uses an Election System that was certified in 2005 by the Arizona Secretary of State as an end-to-end system called Global Election Management System (GEMS) v1.18.24 by Premier Elections Solutions (formerly DIEBOLD).

1.1   OVERVIEW

The current system, GEMS, is aging and running on hardware that is out of warranty and out of production. The mechanical and electronic components of the system are increasingly prone to failure and require constant maintenance and repair. The software utilizes operating system software that is no longer supported and database management software that has unacceptable limitations.

The objective of this project is to replace the aging system with a newer, more efficient and more capable system that will enable Pima County Elections Department to continue to conduct elections and remain in compliance with all applicable laws and regulations. The system shall meet all the specific regulatory, user and functional level requirements detailed in section 4, 5 and 6 of this Statement of Work.

1.2   GOALS AND BENEFITS

The objective of this project is to acquire voting equipment and an election management system that fulfills the mandates of the federal Help America Vote Act (HAVA) and the election laws of the State of Arizona. This project seeks to accomplish that objective by meeting the following goals:

1) Conduct a fair and comprehensive selection of a Voting System that is HAVA compliant and Arizona State certified for all elections and includes an election management system, ballot creation, all scanners, tabulators, software and servers. The system will also meet all requirements as described in section 4, 5 and 6 of this document.

2) Implement the new Voting System by February of 2015.

3) Provide training and training materials to all relevant Pima County staff and poll site workers.

4) Develop contract for on-going vendor support

Implementing a new end-to-end voting system will have many benefits, including but not limited to; full compliance with both Arizona State and Federal mandates, fast, and efficient tabulation of ballots, secure storage of tabulation and ballot data as well as accurate and reliable reporting of election results.

1.3   DEMOGRAPHICS

The Stakeholders in this project are individuals from the following areas:

1) **Pima County Information Technology Department**

2) **ITD Infrastructure / Enterprise Computing**

3) **ITD Client Services**

4) **Pima County Elections Department**

5) **Pima County Administrator**

6) **Pima County Election Integrity Commission (EIC)**

2 SCOPE

Replace the Global Election Management System (GEMS) with a new election management and central count system solution that is certified by the Arizona Secretary of State. The system shall include an election management system, central count tabulators, software and servers with optional precinct level voting machines.

3 RESPONSIBILITIES

3.1 COUNTY RESPONSIBILITIES

3.1.1 CUSTOMER/USERS RESPONSIBILITIES

As the primary Users of the project's output, Customer will:

- Provide accessibility to Subject Matter Experts
- Provide sample screens, reports and other related working documents
- Assist with testing and data validation during system acceptance
- Perform User Acceptance Testing (UAT) in accordance with the Plan
- Help define systems administrative, security and operational roles
- Sign off on each project phase, activities, and deliverables
- Provide ongoing administration and operation of the system
- Pay maintenance and support fees for vendor supplied components
- Maintain trained staff competent in the creation and execution of an election using the selected system.

3.1.2 INFORMATION TECHNOLOGY DEPARTMENT RESPONSIBILITIES

As a primary provider of products and/or services in the course of the project, Information Technology Department (ITD) will:

- Provide ongoing administration, security oversight and technical support of the system
- Create and maintain Project Plans
- Identify and document system requirements with departmental Subject Matter Experts (SME's)
- Develop (or help purchase) a system to address business requirements
- Assist with testing and data validation during system development
- Assist with User Acceptance Testing (UAT)
- Assist with security processes and procedures
- Sign off on each project phase, activities, and deliverables
- Provide ongoing technical support as needed
- Assist in the creation of export files to meet legal mandates and Secretary of State or Board Policy
- Add "to be" processes to the current ballot flow diagram

3.2 VENDOR RESPONSIBILITIES

As a primary provider of products and/or services in the course of the project, Vendor will:

- Provide system specifications for analysis and review
- Identify any proprietary aspects of the system
- Provide system demos for users and answer questions
- Provide implementation project plan and timeline
- Provide software and/or hardware and assist with installation and configuration
- Identify any third party software and hardware required to successfully operate the system

- Make modifications or customizations to hardware and/or software as necessary

- Perform necessary data conversions

- Support systems testing activities and problem resolution

- Provide ongoing technical and user oriented help

- Help define administrative and operational roles

- Provide system user and administrator training

- Provide ongoing technical support according to the terms and conditions listed in section 16.

- Meet all project timelines for vendor responsibilities

- Maintain product parts availability for a minimum of 12 years (three major election cycles)

- Provide timely, certified updates to software that meet all Federal and State requirements

- Be prepared to defend any proprietary claims should it become necessary for any legal actions

4 REGULATORY REQUIREMENTS

The system must be compliant with the following Arizona State certification process:

1) *State Participation:*

   Arizona requires Testing by a Federally Accredited Laboratory. Arizona requires that its voting systems are HAVA (Help America Vote Act) compliant and approved by a laboratory that is accredited pursuant to HAVA.

2) *Applicable Statute(s):*

   "On completion of acquisition of machines or devices that comply with HAVA, machines or devices used at any election for federal, state or county offices may only be certified for use in this state and may only be used in this state if they comply with HAVA and if those machines or devices have been tested and approved by a laboratory that is accredited pursuant to HAVA." Arizona Revised Statute A.R.S. § 16-442(B) (2008).

3) *Applicable Regulation(s):*

   State Certification Process: The Secretary of State appoints a committee of three people that test different voting systems. This committee is required to submit their recommendations to the Secretary of State who then makes the final decision on which voting system(s) to adopt. A.R.S. § 16 442 (2005) See also Arizona Secretary of State Election Procedures Manual, Chapter 17, Arizona Voting System Certification, p. 254 available at: http://www.azsos.gov/election/equipment/default.htm

   The system must also be compliant with 2005 Voluntary Voting System Guidelines.
   http://www.eac.gov/testing_and_certification/voluntary_voting_system_guidelines.aspx

5 USER AND FUNCTIONAL LEVEL REQUIREMENTS

5.1	**Election Management System (EMS)** This section refers to the Election Management System as a whole. Requirements in this section generally refer to the entire system, reports and outputs generated by the system, functions of the system as a whole such as activity logs, testing and diagnostics.
5.1.1	The system shall be certified by Arizona Secretary of State(AZ SOS) to meet Arizona Election Law, in accordance with A.R.S. §16-442. Document date certified or scheduled testing period for any version that has been submitted for AZ SOS certification but has not yet been certified. A.R.S. §16-442
5.1.2	Vendor shall identify any areas where the system exceeds the 2005 VVSG and meets or exceeds the 2008 VVSG.
5.1.3	The system shall have built in templates for ease of election creation.
5.1.4	The system shall allow the user to save and copy a ballot format from one election to another.
5.1.5	The system shall have the ability to fully define and save each election without any duplicate data entry.

5.1.6	The system shall generate presentable, Pima County configurable web results, listing proportion of precincts reported for each contest and displaying precinct level results.
5.1.7	The system shall allow for audit batch reports to be captured for printing on demand periodically throughout the tabulation process.
5.1.8	The system shall have batch identification and control capabilities.
5.1.9	The system shall provide batch processing reports.
5.1.10	The system shall produce audit reports that can be imported into commonly used spreadsheets for post-election analysis and review.
5.1.11	The system shall allow for consolidation and reporting of results at multiple jurisdictional, race or precinct levels across all elections.
5.1.12	The system shall store sufficient data in an unalterable system audit log file to allow the auditing of all operations related to election setup, ballot creation, ballot tabulation, results consolidation and report generation. The audit log file shall contain the following a through f:
5.1.12a	a. An identification of the program and version being run.
5.1.12b	b. An identification of the election file being used.
5.1.12c	c. A record of all options entered by the operator, including operator ID.
5.1.12d	d. A record of all actions performed by a subsystem of the system.
5.1.12e	e. A record of all tabulation and consolidation input.
5.1.12f	f. Audit log records that are created and maintained in the sequence in which operations were performed, with date/time stamps.
5.1.13	The system shall log all activity on voting equipment including: when turned on/off, any errors, power failure, power restoration, when an error occurred and when an error was resolved.
5.1.14	The system shall have the ability to run real time reports, when needed.
5.1.15	The system shall have the ability to run post-election diagnostics on all auditable equipment in a manner that does not endanger the integrity of the election record.
5.1.16	The system shall have a permanent paper record of each vote for audit purposes.
5.1.17	The system shall have a real time clock as part of the system hardware and all audit log record entries shall include a date/time stamp.
5.1.18	The system shall use a real time clock that will continue to run during a power loss.
5.1.19	The system shall be configurable so as to be capable of performing the following functions on all system hardware/software, in compliance with current AZ statutes and rules:
5.1.19a	a. Hardware Test
5.1.19b	b. Logic and Accuracy Test
5.1.19c	c. Post-Election Audit.
5.1.19d	d. Pre-recount Logic and Accuracy Test
5.1.20	The system shall allow authorized user creation of scripted simulation Logic and Accuracy tests with various vote patterns (e.g. 1,2,3 or 1,1,1 or 1,2,3,4,5…).
5.1.21	The system shall have the capability to test ballot layouts to verify the allowable number of votes for a contest or question and the combinations of voting patterns permitted or required by the using jurisdiction.
5.1.22	The system shall have the capability to permit diagnostic testing of all the major components.
5.1.23	The system shall provide evidence in an audit record that test data has been expunged.
5.1.24	The system shall continue ballot scanning while electronically or physically segregating and sorting ballots to user-identified categories that need additional attention. Please describe how your system handles the following situations a through d:
5.1.24a	a. Ballots are unreadable by the scanner.

5.1.24b	b. Notifying an authorized user whether a ballot has been scanned successfully or not.
5.1.24c	c. Notifying an authorized user that a ballot has been previously scanned.
5.1.24d	d. Identifies where a voter marked the box for a write-in but did not write in a name, and where the voter did not mark the box but did enter a write-in candidate name.
5.1.25	The system shall produce necessary text file for upload to the State's Election Night Reporting System.
5.1.27	The system software shall have the ability to program for vote center environment while tabulating by precinct.
5.1.28	The system shall generate pre- and post-election reporting with the following data:
5.1.28a	a. Contests and candidates in election
5.1.28b	b. Precinct attributes such as Voter Registration totals, races splits, etc.
5.1.28c	c. Candidate rotations by contest and precinct
5.1.28d	d. Voter registration totals
5.1.28e	e. Precincts reported
5.1.28f	f. Linked precincts and districts
5.1.28g	g. Contest by precinct
5.1.28h	h. Ballot styles by precinct and by district
5.1.28i	i. Headers by precinct
5.1.28j	j. Statement of votes cast detailing all contests and precincts
5.1.28k	k. Election 'milestones' by precinct such as programming, burning media and reporting results
5.1.28l	l. Proofing report for proofing candidates, contests and 'Vote For' number
5.1.29	The system shall be capable of managing counter groups that can be assigned to precincts in a many-to-one relationship, including for each precinct, an election day group, an absentee group, and a provisional group.
5.2	**Ballot Design Software** This section includes Ballot Design Software and ballot size, language and editing specifications.
5.2.1	Ballot design software shall allow for complete typographic control over all ballot components of 8-1/2 x 11"up to 8-1/2 x 21" two-sided, multi-page ballot.
5.2.2	Ballot design software shall have the ability to add graphics and line art anywhere on an 8-1/2 x 11" up to 8-1/2 x 21" long two-sided, multi-page ballot.
5.2.3	Ballot design software shall allow for camera ready ballot artwork.
5.2.4	Ballot design software shall allow for new ballot artwork to be sent directly to a local printer.
5.2.5	Ballot design software shall create .pdf files that can be utilized with either digital or offset ballot printing.
5.2.6	Ballot design software shall be capable of multi-language support for ballot layout including UNICODE support for non-Latin double byte characters (Chinese, Japanese, etc.).
5.2.7	Ballot design software shall provide Spanish language grammar checking.
5.2.8	Ballot design software shall provide Spanish language spell checking.
5.2.9	Ballot design software shall provide English language grammar checking.
5.2.10	Ballot design software shall provide English language spell checking.
5.2.11	Ballot design software shall have the capability to generate a ballot on demand for absentee, provisional, early voting and test deck generation.
5.2.12	Ballot design software shall generate sample ballots for each ballot style that will not be accepted or counted by a scanner.
5.2.13	Ballot design software shall meet the name rotation regulation as stated in the A.R.S. § 16-442

5.2.14	Ballot design software shall provide for the modification of previously defined ballot layouts, subject to additional security requirements, after an election has been defined.
5.2.15	System should produce ballots designed to prevent ink bleed through from affecting targets and timing marks on the other side of the ballot.
5.3	**Central Count Hardware** This section includes the Central Scanner & Tabulator. Requirements in this section pertain to vote tabulation, ballot handling, scanner speed, safety features, audit logs and server connection.
5.3.1	The high speed central count tabulation scanner system shall be capable of scanning an 18" long, two-sided, two-page ballot that has been folded, with the option of a 21" folded ballot. ***NOTE: Please give a detailed estimate of the typical throughput rate/ ballot processing time for one tabulator scanner and account for ballot handling, 400 ballot batches, loading and unloading the tabulator, and include any reporting and auditing processes that affect processing time. Also provide details of your logic. This information will be used to determine how many central tabulation scanners we need in order to complete our elections in the required amount of time.***
5.3.2	Central tabulation scanner shall have the ability to sort out exception ballots such as blank, over-vote, write-ins, spoiled and unreadable and is capable of detecting, alerting and sorting ballots issued on the wrong style for the election being processed without tabulating ballot.
5.3.3	Central tabulation scanner shall not stop when exception ballots are sorted out. ***NOTE: Please describe any instances that will cause the scanner to stop while ballots are being scanned.***
5.3.4	Central tabulation scanner shall save to an audit log file any action taken by the operator and that file shall be printable to a local printer.
5.3.5	Central tabulation scanner shall not weigh more than 200 lbs. and be able to sit on a standard office table or come with its own table.
5.3.6	Central tabulation scanner shall have the ability to send any reports directly from the tabulation scanner to a local printer.
5.3.7	Central tabulation scanner shall provide for on-board diagnostics to allow for ease of fine tuning and troubleshooting of the unit.
5.3.8	Central tabulation scanner shall provide safety features that prevent operator injury during normal operation of the unit.
5.3.9	Central tabulation scanner must capture a graphic image of both sides of each ballot scanned at a minimum resolution of 200dpi.
5.3.10	Central tabulation scanner must capture a graphic image of both sides of each ballot scanned in a non-proprietary format.
5.3.11	All hardware delivered as a result of the RFP shall be new equipment; not used or previously leased.
5.3.12	Workstations shall have the ability to connect with the tabulation scanners and the servers via a local area network.
5.3.13	Central tabulation scanner shall have the ability to connect to the server via a local area network.
5.4	**Data, Backup and Security** This section includes requirements for the servers, operating systems, system and application software security, which includes user administration and data security, data backups, system backups, election parameters, file formats, importing and exporting data.
5.4.1	All confidential data that is saved to removable media, such as USB flash drive, flash memory card or other similar device, must be encrypted using AES with a bit strength of 128 or higher.
5.4.2	All data that is transferred wirelessly or by land line modem must be encrypted using AES with a bit strength of 128 or higher.
5.4.3	A digital signature of 192 bit strength or better must be used to protect all data that is saved to removable media such as USB flash drive, flash memory card or other similar device.
5.4.4	A digital signature of 192 bit strength or better must be used to protect all data that is transmitted wirelessly or by land line modem.

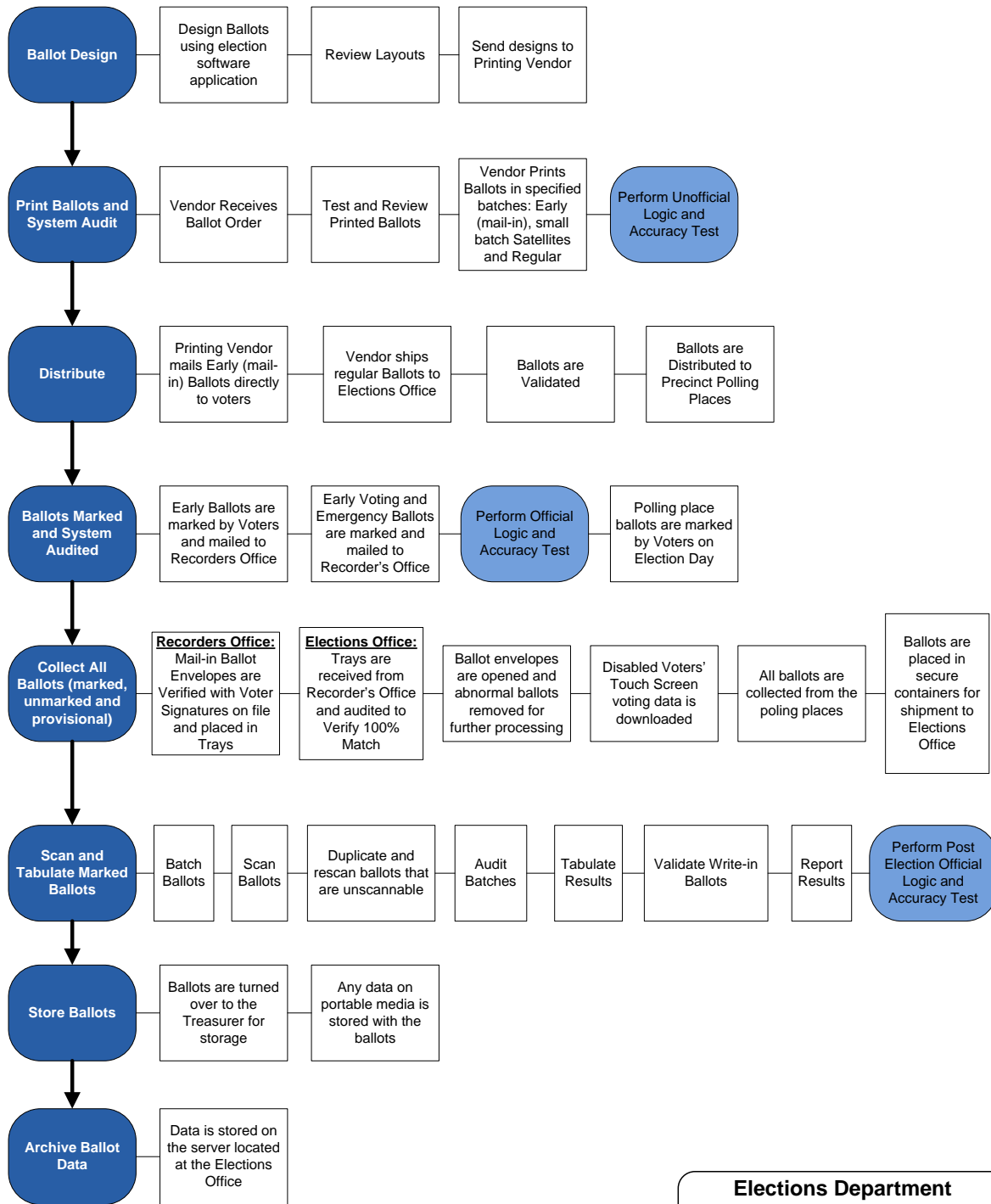|	
5.4.5	The system shall operate in an environment whereby all databases and data are maintained with provisions for operational security, access control and auditability.
5.4.6	Provide for a unified, integrated centralized database that allows global edits of election definition parameters by authorized users. **Note:** *Please describe how the system minimizes the need to update a particular data element in multiple locations for a change made to that data element anywhere within the database. For instance, removing a candidate that appears in multiple ballot styles or changing a voting location designation that appears in multiple places in the database.*
5.4.7	For each election, the system shall generate and maintain a contest title and candidate name database and provide for the production or definition of properly formatted ballot layouts for use on paper ballots and electronic voting devices. This database will assist the operator to design and edit ballot layouts for paper ballots and electronic voting devices with a minimum amount of repetitive tasks.
5.4.8	The system shall allow county election officials the ability to generate and maintain an administrative database containing the definitions and descriptions of political subdivisions and offices within their jurisdiction.
5.4.9	Application software shall have role based security.
5.4.10	Application software users shall not be allowed to log in as system administrators.
5.4.11	External USB ports shall either be sealed or capable of being disabled.
5.4.12	All system software shall have a "hardening" process to lock down unsecure and/or unused features of the system.
5.4.13	User roles shall be defined as: 1. Server Administrator, 2. Software Application Administrators, 3. Software Application Users.
5.4.14	Data shall be exported in .csv and .xls formats.
5.4.15	Reports shall be exported in .csv, .xls, .pdf and HTML formats.
5.4.16	Application software shall create and store batch tally reports and allow those reports to be printed post-election in support of Arizona hand count audits per A.R.S. § 16-602 and the Arizona Secretary of State Election Procedures Manual.
5.4.17	Elections parameters and results shall be provided in electronic form.
5.4.18	The system shall be able to produce a copy of the entire database in compliance with any court orders should legal action be taken.
5.4.19	The system shall have redundancy capabilities of RAID1 Mirroring.
5.4.20	The system shall have the capability to report any modifications to any data or audit logs.
5.4.21	The system shall include primary and secondary servers and a NAS backup server capable of creating a mirrored backup of the system.
5.4.22	The system shall have the ability to process 1,000,000 or more ballots per election. Please show references or test results that support this ability.
5.5	**Vendor** This section includes requirements specific to the vendor.
5.5.1	Vendor shall have successfully completed a series of elections at all levels; presidential preference (closed primary), gubernatorial/presidential primary (open primary), gubernatorial/presidential general, congressional vacancy primary (open primary), congressional vacancy general, statewide special, countrywide special, school district, municipal, special district, and recall.
5.5.2	Vendor shall have the internal infrastructure to provide support and maintenance for the expected 12 year life of the system.
5.5.3	Vendor shall have direct access to source code and have trained software engineers capable of making on-going changes and updates to the system as deemed required by law.

5.5.4	Vendor shall have a direct relationship with the manufacturer of all voting equipment and software and access to parts for warranty and post-warranty repairs for the expected 12 year life of the system.
5.5.5	Vendor shall identify any 3rd party software required to successfully operate the system.
5.5.6	Vendor shall identify any 3rd party hardware required to successfully operate the system.
5.5.7	Prior to use in Arizona, Vendor shall place the application source code in escrow with the Arizona Secretary of State as the recipient of escrow and comply with mutually agreed upon criteria.
5.5.8	Vendor shall be prepared to defend any proprietary claims should it become necessary in any legal actions.
5.6	**General Requirements** This section includes project specific requirements such as project plan and implementation, and technical support.
5.6.1	Provide your detailed project plan for implementing the proposed system. The project plan shall include the following a through i: (Your responses will be used as an evaluation of your project plan.)
5.6.1a	a. Project Management Approach
5.6.1b	b. Test Plan Approach
5.6.1c	c. Implementation Plan and Approach
5.6.1d	d. Work Breakdown Structure
5.6.1e	e. List of Deliverables
5.6.1f	f. Scheduled Milestones
5.6.1g	g. Resource Management and Approach
5.6.1h	h. Communications Plan and Approach
5.6.1i	i. Proposed Business Process Map
5.6.2	Provide methodology for implementation. Methodology shall include the following a through d:
5.6.2a	a. estimated time frame
5.6.2b	b. overview of deliverables
5.6.2c	c. assumptions
5.6.2d	d. assumed responsibilities
5.6.3	Provide a detailed explanation of the proposed phasing for implementation. Responses should include the following a and b:
5.6.3a	a. What are the advantages to this approach?
5.6.3b	b. How will this approach limit the risk that Pima County is facing during implementation?
5.6.4	Provide explanation of your methodology for change management and describe proposed change management activities.
5.6.5	Include availability of vendor support personnel to assist in hardware and software installation and setup onsite.
5.6.6	Include availability of vendor support personnel to assist in hardware and software installation and setup from a remote help desk.
5.6.7	Vendor shall provide 24-hour available technical support for all system components beginning sixty days prior to an election and continuing until the completion of the official canvass (generally twenty days after an election).
5.6.8	Vendor shall not require royalty fees, user fees, or other charges or limitations on the printing of ballots designed or printed on vendor devices. Similarly, no fee or limitation shall be placed on any electronic file, report or representation of the vote produced by vendor devices or software.
5.6.9	Vendor shall provide documented instructions for troubleshooting any voting equipment issues that may arise.
5.6.10	Vendor shall provide a complete set of User and Technical documentation.

5.6.11	Vendor shall provide all current certification documentation and VSTL and/or state test reports.
5.6.12	Vendor shall include documentation for electronic intrusion and software modification or hacking vulnerability testing.
5.7	**Optional Precinct Level Voting Machines** This includes requirements for components that may be added in the future. This information is for reference only and includes precinct scanners electronic voting equipment that complies with the ADA (Americans with Disabilities Act). (The information in this section is being requested for future reference only)
5.7.1	Provide electronic voting equipment designed to allow for installation in a voting location accommodating access by voters with disabilities in compliance with the Americans with Disabilities Act (ADA), HAVA and all applicable federal and state laws that address accessibility to voting for persons with disabilities.　　　　**Note:** *Please describe how your system's features comply with HAVA, ADA and other Federal and State laws that require accessibility for voters with a variety of disabilities, including visual or cognitive impairments. Identify the EAC standards your system meets.*
5.7.2	Provide specifications on your polling location scanning and tabulation equipment. Include the following a through l:
5.7.2a	a. Speed of scanners
5.7.2b	b. Notify the voter or an authorized user of errors before accepting the ballot.
5.7.2c	c. Handle, and reliably account for, multi- page ballots, including when the pages become separated from each other. Count votes regardless of the sequence that pages are scanned or if some pages are not scanned.
5.7.2d	d. Accept under voted ballots, upon review, in a manner that allows the voter to review each case of an under vote, one case at a time, and to provide clearly understandable options to further review the ballot, or cast the ballot without further review.
5.7.2e	e. Display a Public Counter, which shows the number of ballot pages processed.
5.7.2f	f. Display the unit serial number(s) of tabulation devices both physically and within any applicable software, logs, or reports.
5.7.2g	g. Provide a secure means to upload vote count results to the EMS.
5.7.2h	h. Identify and reject ballots that are not valid.
5.7.2i	i. Be easily transported by one person.
5.7.2j	j. Provide dust-and-moisture-proof covers for transportation and storage purposes.
5.7.2k	k. Have the ability to write cast vote records to an election media device during operation that the EMS can disallow from being tabulated prior to the close of polls on Election Day.
5.7.2l	l. Accept ballots in any of the four possible orientations.

5.1 "To Be" Process Flow Diagrams

Ballot Processing Detail

Ballot Design
- Design Ballots using election software application
- Review Layouts
- Send designs to Printing Vendor

Print Ballots and System Audit
- Vendor Receives Ballot Order
- Test and Review Printed Ballots
- Vendor Prints Ballots in specified batches: Early (mail-in), small batch Satellites and Regular
- Perform Unofficial Logic and Accuracy Test

Distribute
- Printing Vendor mails Early (mail-in) Ballots directly to voters
- Vendor ships regular Ballots to Elections Office
- Ballots are Validated
- Ballots are Distributed to Precinct Polling Places

Ballots Marked and System Audited
- Early Ballots are marked by Voters and mailed to Recorders Office
- Early Voting and Emergency Ballots are marked and mailed to Recorder's Office
- Perform Official Logic and Accuracy Test
- Polling place ballots are marked by Voters on Election Day

Collect All Ballots (marked, unmarked and provisional)
- **Recorders Office:** Mail-in Ballot Envelopes are Verified with Voter Signatures on file and placed in Trays
- **Elections Office:** Trays are received from Recorder's Office and audited to Verify 100% Match
- Ballot envelopes are opened and abnormal ballots removed for further processing
- Disabled Voters' Touch Screen voting data is downloaded
- All ballots are collected from the poling places
- Ballots are placed in secure containers for shipment to Elections Office

Scan and Tabulate Marked Ballots
- Batch Ballots
- Scan Ballots
- Duplicate and rescan ballots that are unscannable
- Audit Batches
- Tabulate Results
- Validate Write-in Ballots
- Report Results
- Perform Post Election Official Logic and Accuracy Test

Store Ballots
- Ballots are turned over to the Treasurer for storage
- Any data on portable media is stored with the ballots

Archive Ballot Data
- Data is stored on the server located at the Elections Office

Elections Department		
Diana Anderson	1/27/2014	V 1.2

6 OTHER REQUIREMENTS

6.1 USER ACCESS/SECURITY REQUIREMENTS
1. External USB ports shall be sealed or disabled.
2. System shall have audit logs and controls.
3. Software shall have a "hardening" process to lock down unsecure and/or unused features of the system.
4. Application and system software shall have role based security

6.2 DATA REQUIREMENTS
1. Data shall be exported in .csv and .xls formats.
2. Reports shall be exported in .csv, .xls, .pdf and HTML formats.
3. Application software shall create and store batch tally reports and allow those reports to be printed post-election in support of Arizona hand count audit regulations. A.R.S. § 16-602 (2005) See also Arizona Secretary of State Procedures Manual.

6.3 ADMINISTRATIVE, BACKUP AND ARCHIVE REQUIREMENTS
1. Application/System software shall be certified by and escrowed with the Arizona Secretary of State as the recipient of escrow and comply with mutually agreed upon criteria.
2. The same certified application source code version currently in use and the current technical documentation for the system shall also be placed in escrow with the Arizona Secretary of State as the recipient of escrow and comply with mutually agreed upon criteria.
3. Elections parameters and results shall be provided in electronic form.
4. System shall be able to provide a copy of the entire database in compliance with court order.

6.4 EXPECTED LIFE SPAN REQUIREMENTS
The minimum expected life span of the hardware and software is 12 years.

7 TRAINING
Vendor shall provide training and user manual documentation as follows:

Prior to Installation:
- Systems Administrator and Application Specialist (person responsible for the server)
  - Trained during the configuration of server software.

During Installation

- ½ day sessions that can be scheduled at County convenience, but must be concurrent with installation.

Staff is training is divided into three parts:
- Understanding the user interface;
- Configuring Tests (tabulations)
- Running Test (tabulations)
- Running Audit / Reporting

8 DOCUMENTATION
Documentation to be provided by the vendor:
- System Administration Manual
- Application Specialist Manual
- Configuration Specification
- Network Diagram

9   GENERAL QUESTIONNAIRE

The purpose of this questionnaire is to provide us with more system and technical details so that we can make an informed decision and ensure that the system we ultimately purchase meets our needs. Please answer the questions in Section D of Appendix III: Questionnaire. All questions must be answered, if a question is not relevant or applicable, indicate so in the response.

10   PROJECT PLAN

The Vendor shall provide a detailed plan for implementing the proposed system. (The Project Plan section is included in Section B of Appendix III: Questionnaire for evaluation purposes). The Project Plan SHALL include the following:

Detailed Project Plan
- Project Management approach
- Test plan and approach
- Implementation Plan and approach
- Work Breakdown Structure
- List of Deliverables
- Scheduled Milestones
- Resource Management and approach
- Communications Plan and approach
- Proposed business process map

Explain in detail the proposed phasing for implementation. Responses should include the following:
- Advantages to this approach
- How will this approach limit the risk that County is facing during implementation?

Provide methodology for implementation. Methodology shall include:
- estimated timeframe
- overview of deliverables
- assumptions
- assumed responsibilities

Please explain your methodology for certifying and installing on-going system updates.

- Describe the specific process for keeping the system software and operating system up to date and the certification process for those updates.

10.1   INITIATION PHASE

The first phase is the Initiation phase, where a new project is defined and approved. This phase begins with the identification of a business need and creation of a Project Request. If a Project Request is approved, further analysis work is performed to develop a Project Charter and Business Case. An initial project team, rough estimate of cost, and source for budget are identified.

Much information is gathered about the scope of the project; interviews of Subject Matter Experts are conducted to get a good "50,000 foot view" of the functional flows related to the project. The more information that can be gathered in this stage the better as all the data gathered is highly relied upon for the next phase, Planning.

10.2   PLANNING PHASE

In the Planning phase, the Project Manager communicates with Business Analysts, Managers, Software Developers and other Stakeholders. It houses the gathering of requirements and the creation of a Project Plan and Schedule. The Scope of Work is created. A formal Change Management process and log are established, and a refined Business Case is developed to more accurately identify costs and benefits of the project.

All activities, tasks, deliverables, and milestones are identified, as are all required resources. Assumptions, constraints, and risks are identified. Resource Managers allocate project resources. A Gant chart is produced to track progress throughout the project. As in the Initiation phase, the Planning phase must be thorough so that the next phases are completed smoothly.

10.3 EXECUTION PHASE

The next phase is the Execution phase. The execution of a Project Plan – whether to purchase, develop, and/or implement a system – takes place in the Execution phase. Procurement activities, software development, and creation of technical infrastructure are performed.

Screen formatting, functionality, database links, business rules, and requirements are molded together to produce a technical system. Applicable data conversions are performed. Unit Testing and Systems Integration Testing (SIT) are done by developers to insure that each piece of the project is working. Adjustments are made to the product being developed as it evolves.

Once SIT is complete, and there are no unexpected behaviors of the system, the product is ready for User Acceptance Testing (UAT) – the final milestone of the Execution Phase – where the product is delivered to the customer, loaded into their environment, and tested again. UAT is done by the customer and ITD together.

10.4 MONITOR AND CONTROL PHASE

The Monitor and Control Phases run concurrently from Planning through Closing and are focused on managing issues that arise during the project. Change Management, issue tracking and resolution, and risk avoidance and mitigation are key activities. Status reporting is accomplished in a variety of formal and informal ways, including regular project team meetings.

10.5 CLOSING PHASE

The last phase of the project plan is the Closing phase. The Closing phase includes formal acceptance of the product by the Project Sponsor. A post implementation review is conducted to include:

- An assessment of how the project performed against the benefits, objectives, scope, deliverables, schedule, expense and resource targets in the project planning documentation

- A rating of the level of conformance against each of the project processes, including time, cost, quality, change, risk, issue, procurement, communications and acceptance management

- A full list of the project achievements

- Lessons learned and recommendations for future projects

11 SCHEDULE

This section contains a Microsoft-Project-based Project Schedule; vendors will provide their schedule when responding in the RFP process. This project is tentatively targeted for completion in February 2015.

12 CHANGE MANAGEMENT APPROACH

Any change to project requirements may impact project cost, quality, and/or schedule. Each change will be documented within a formal Change Request process and evaluated for its impact to the project. If the change is deemed necessary or its impact to the overall project cost, quality, and/or schedule is minimal, the change will be accommodated.

13 ISSUE MANAGEMENT APPROACH

In the course of the project, issues may arise that threaten project cost, quality, and/or schedule. Each issue will be documented within a formal Issue Log, assigned an owner, and be evaluated for its impact to the project so that appropriate resources may be applied to resolution.

14 ASSUMPTIONS

Please note that the assumptions have been designated as "should" not "must" in order to allow for customer preference however Pima County IT may not support all formats and operating systems.

- The system should run in Windows 2008 64 bit environment

- Database should run in non-proprietary industry standard format

- Client portion should run on standard desktop specifications: Windows 7; Intel® CoreTM i5 Processor ; 4GB DDR3 Non-ECC SDRAM,1333MHz, (3 DIMM) ; 160GB 7,200 RPM 3.5" SATA, 3.0Gb/s Hard Drive with NCQ and 8MB Cache

15 CONSTRAINTS

See Regulations above in section 4.0

16   RISKS

- Pima County may not support all system configurations and operating systems.

- The system may not perform to the Vendor's specifications.

- The system may not be compatible with future required components.

- Costs may become prohibitive.

- Vendor or system may become uncertified.

- Vendor may not be able to meet the desired implementation deadline.

17   INFORMATION TECHNOLOGY TERMS AND CONDITIONS

17.1   DEFINITIONS

Per Processor means that in the event the vendor licenses its software on a per processor basis and the licensee requires a single 'per processor' license for each processor on which the relevant software module is run by the licensee. Software modules licensed on a per processor basis may be accessed by users (including employees, agents, contractors and customers of the licensee) and/or by other software programs. Under this licensing model, there is no limit placed upon the number of users or other software programs accessing the relevant software module. Per processor means physical processor or populated socket. Pricing is not charged "per core" on multi-core systems;

Per Seat means that the licensee requires a single 'per seat' license for each instance of the relevant software module installed on a physical device (including, desktop and laptop personal computers (pcs), personal digital assistants or other wireless devices (pdas)), or web enabled device that is used to access the server software. if the software is deployed on multiple physical devices used solely by one user in a non-current fashion than this is designated as one seat only. the per seat license can be used to install the relevant software module on (i) any machine with access to the network (including machines of employees working at offsite locations, such as home workers), (ii) the machines of employees of partner organizations provided by licensee to vendor and (iii) the machines of employees of tenant organizations provided by licensee to vendor, in the case of an outsourcing arrangement;

Employee is any employee, agent, contractor, business third party provider or other governmental agency(s) serviced by licensee

Named User is an employee of licensee authorized to access, directly or indirectly, the licensed software and perform operational roles within the software and across multiple operational modules/functions.

Limited Named user is a named user who performs limited operational roles supported by the software limited in specific functional/modules areas (e.g., finance, human resources)

Self-Service User is a named user who performs employee self-service related (non-job specific) roles supported by the software. Each self-service user shall access the software solely for such individual's own purpose and not for or on behalf of other individuals.

Site means the licensee's address at where the software shall be installed, it being understood that the software may be deployed at multiple sites, but only operationally installed at the production site and business disaster continuity site;

Solution means the solution presented required by licensee defined within licensee rfp to include all interfaces/data conversions vendor is obligated to supply through this agreement; vendor solution means the solution excluding interfaces/data conversions.

Upgrade means any maintenance release of the vendor software or new version of the vendor software which enhances existing functionality and which is supplied to the licensee through their enrollment in an annual maintenance & support agreement. per vendor documentation of software licensed by licensee in this license agreement, any future software product released by vendor that contains similar functionality will be defined as a maintenance release;

Warranty period shall mean the period of 365 days from the date of licensee going "live in production" (acceptance of defined payment milestone by licensee in agreement) with the software.

17.2   RIGHT TO USE

Vendor grants to the Licensee a perpetual, non-exclusive and non-transferable license to Use the Software and any Upgrades, patches or workarounds supplied by Vendor to the Licensee in the performance of its obligations under this Agreement, within the Authorized Licensing Parameters for the Licensee's internal business purposes only and to possess and refer to the Documentation. Software is transferable to any other entity that Licensee provides services to or receives services from based on Board of Supervisor decisions to outsource Licensee business areas or provide similar services to other governmental entities due to governmental consolidation/services agreements, provided however that Licensee shall not exceed the Authorized Licensing Parameters in this event.

County shall have the absolute right to upgrade or replace any equipment in the network and continue to use the System on the network. County shall not be required to pay the proposer any additional licensing fee or other fees as a result of using the System in conjunction with the upgraded or replacement equipment on the network.

The Licensee may make a reasonable number of back-up copies of the Software and the Documentation as are strictly necessary for its lawful use. The Licensee shall maintain records of the number and location of all such copies of the Software and the Documentation. Licensee has the right to deploy a test, production, staging, training and business backup and/or disaster continuity instance with unrestricted copy restrictions.

Vendor will, for the benefit of its licensee, establish a license escrow agreement and maintain current source code, object code of the Vendor Software and Documentation (Vendor Solution) in escrow with a certified Escrow agent. The Licensee can upon request be registered as a beneficiary under this License Escrow Agreement. Vendor shall bear the cost of this Escrow arrangement. In the event of bankruptcy or termination of maintenance support of Vendor Solution by Vendor to its customer base, then the escrow agreement will specify that a copy of this source code, object code and documentation will be provided to Licensee for the sole purpose of providing the ability to continue support of the Vendor Solution applicable to this agreement. In such case, Licensee shall have the right to support this Vendor Solution internally within its organization. In no event shall the source code be used for any other purpose. In no event shall the title or any rights, including intellectual property rights, to the proprietary and trade secret source code be transferred to Licensee. The mechanisms for deposit, maintenance, and release of software to and from the escrow agent will be pursuant to the terms of a mutually agreed escrow agreement, and this escrow agreement will not include additional or different terms for the Vendor Solution to Licensee than those described above.

17.3   ANNUAL MAINTENANCE & SUPPORT

Annual Maintenance & Support fees are payable 60 days following receipt of invoice to be generated by vendor upon conclusion of Vendor Warranty Period, and thereafter on an annual basis from that date

These fees shall not exceed 15% of the Licensees purchase price or cumulative purchase price of vendor software over the years of the agreement. Any percent increase to be negotiated following expiration of the original contract will follow the PPI series ID: PCU5112, Software Publishers, up to a maximum of 3% per year above Licensee previous year's support charge with the PPI base month and year being the date of original agreement signature by both parties.

Annual Maintenance & Support Service is limited to five years on any major release of the Software. In the event that the Licensee does not upgrade to a supported release before support for their release is withdrawn, Vendor reserves the right to either charge an additional amount over and above the Annual Support Fee to provide Vendor Support Services for otherwise unsupported releases (percent increase can be 3% per year above Licensee previous year's support charge; or, providing the Licensee one year written notice that Vendor will immediately cease providing the Vendor Support Services on that future date.

17.4   TECHNICAL SUPPORT

17.4.1 Key Actions
The key actions of the parties to be performed in relation to the Vendor Support Services are as follows:

Lines of Support Service:	Responsibility:	Key Actions:
Level 1 **Help Desk - either at licensee site or through a shared service facility**	Vendor	• The Vendor shall be responsible for establishing Level 1 support internally through instruction and/or training of their authorized end-users • Level 1 requests are those concerning general use of the application, incident analysis and resolution • Escalation
1St Line – Incident Analysis	Vendor	• **Incident resolution** - Resolve the incident where possible

& Resolution		(excluding changes to the Software) using documentation1Known error database etc. • **Incident Analysis** - rule out User Error by replication, configuration issue etc. • **Determination Analysis** - Determine where the issue lies i.e. Hardware, Application, Network etc. and act accordingly. • **Configuration Analysis** - Resolve Standard configuration incidents within Vendor configurable components. • **Escalation** - In the event of not being able replicate/fix an issue attach relevant logs and escalate to 2nd line support.

2nd Line – Incident Analysis & Resolution	Vendor	• **Priority Determination** - Call back Licensee and validate Software incident and resolve the incident if possible; otherwise, agree to an incident Priority Code with Licensee. • **Logging Activation** - Activate the logging to capture Exceptions/ Errors etc. • **Replication** - Replication of embedded issue using all information provided from 1st Level Support in Test Suite. • **Component Analysis** -Establish in which component the error lies and any dependencies. • **Defect / Wish / Enhancement** - Establish if this issue is an Enhancement Request, Defect, Wish, Change or Amendment and report to 3rd level accordingly.
3rd Line – Maintenance Service	Vendor	• **Validation** -Validate PROBLEM ANALYSIS FORM or request further information. • **Schedule Fix** - Schedule Fault resolution based on Priority Code. • **QA** - Test and implement resolution

17.4.1.1   Licensee shall use its best endeavors to resolve all Faults through the application of the Vendor Support Services and the skills that the Licensee has been taught during the support training provided to it by Vendor. Licensee shall ensure that appropriately trained personnel are engaged at all times in providing the Vendor Support Services described above.

17.4.1.2   Licensee has the right to require escalation of incidents if licensee deems that the incident is not being resolved in a timely or sufficient manner.

17.4.2 Priority Codes

Priority Code:	Description:
A	Critical Licensee's business is stopped due to a Fault that is preventing Licensee's operational use of the Software (or significant functionality within the Software).
B	High Licensee's business is significantly impaired or restricted due to a Fault that, while not preventing, is severely degrading Licensee's operational use of the Software.
C	Medium Licensee's business is impaired or restricted due to a Fault that either occurs rarely or for which a viable workaround is available.
D	Low Fault causing little or no impact upon the Licensee's business.
E	Enhancement Additional functionalities

17.4.3 Maintenance Service

Subject to agreement on the Priority Code of the Fault, Vendor will use all reasonable endeavors to respond to and fix (including by means of workaround, temporary fix or emergency bypass procedures) Faults (excluding those which have been resolved by the Licensee) within the target timescales set out in the table below:

Priority Code	Target Response Time	Target Fix Time
A	1 support hours from receipt	2 support hours from acknowledgement
B	4 support hours from receipt	16 support hours from acknowledgement
C	8 support hours from receipt	80 support hours from acknowledgement
D	Within 16 support hours from receipt	160 support hours from acknowledgement
E	To be addressed in a future upgrade of the software	Determined by release dates

17.4.4 Service Levels
The target timescales specified above shall commence upon receipt by Vendor of all further information requested to validate incident and shall continue during support hours. The timescales stipulated by these service levels will not include the time needed by the Licensee to test and implement the resolution in the Licensee's production instance.

17.4.5 On-Site Vendor Support Services
The Licensee may request (subject to availability of personnel) on-site Vendor Support Services for Priority Code A Faults, which cannot be resolved in the normal manner. These services shall be provided by Vendor for reasonable cost and travel expenses (as defined in the agreement) of Vendor employees who travel to Licensee site to remediate the incident. Reimbursement rates of vendor expenses are subject to locality (Tucson, Arizona) and time of year during which travel may occur.

17.5 VENDOR REQUIRED CLIENT PLATFORM STANDARDS

Client Application platform defines the operating system supported and the standard office applications that can be leveraged to accomplish business activities. Client hardware devices that support this application platform include Personal Desk Computers (Thin and Thick), Laptop computers, and smart phones. The software programs and applications that are hosted on these hardware devices have a direct correlation to and dependence on the operating systems. Having a standard client platform promotes common development and presentation standards, provides standardized access to shared infrastructure resources and environments (servers, storage and related tools, and data).

CLIENT APPLICATION STANDARDS		
PLATFORM	COMPONENT	APPLICATION
Desktop/Laptop	Project Management	Microsoft Project Professional 2010
Desktop/Laptop	Graphics	Microsoft Visio Professional 2010
Desktop/Laptop	Antivirus	Sophos AntiVirus (latest release) for Workstations and Servers
Desktop/Laptop	Software Deployment	See Appendix A
Desktop/Laptop	Mainframe Terminal Emulation	Hosaka TN3270 (Enterprise License)
Smart Phone	Operating System	iPhone iOS (no more than 2 releases behind current)
Smart Phone	Operating System	Android (no more than 3 releases behind current)
Smart Phone	Operating System	Windows Mobile (no more than 2 releases behind current)
Other	Other	Must be approved for Business Unit standard image/requirements

Having fewer component types drives down operational costs. Note: A current component of the County's client application platform is the mainframe emulator used to access legacy ERP applications. A ITD strategic initiative is currently underway to retire this environment.

17.6 VENDOR REQUIRED MIDDLEWARE PLATFORM STANDARDS
17.6.1 The County's ultimate goal is to employ service-oriented architecture (SOA) for all enterprise applications.

An SOA architecture leverages emerging technologies such as Web Services and XML to expose core business functionality for integration, consistent standard reporting for system of record information.

17.6.2   Encapsulating both existing and new business logic into "Web services" provide the ability to expose business processes across organizational and application boundaries, within the County, other local jurisdictions, the state, the federal government, as well as business partners. XML provides the common "glue' to hold together and provide consistent information across boundaries to facilitate data sharing among disparate platforms and systems.

17.6.3   Employing a SOA environment will position the County to take advantage of emerging opportunities offered by these technologies. As the County transitions from doing more software engineering and in-house development to being strategic implementers of Commercial-Off-The-Shelf (COTS) business systems platforms software integration will use this new SOA framework. New applications will have to support an open architecture where these platforms and application architecture framework are based on the SOA industry best practices.

17.7   VENDOR REQUIRED APPLICATION PLATFORM STANDARDS

APPLICATION PLATFORM STANDARDS			
COMPONENT	APPLICATION	INTERNET/INTRANET	GIS
Database Software	SQL Server (latest release) no more than 2 releases behind current	N/A	SQL Server (latest release)no more than 2 releases behind current
Application Development Framework	.NET Framework (latest release)no more than 2 releases behind current	.NET Framework (latest release)	.NET Framework (latest release) ESRI no more than 2 releases behind current
Virtualization	See Appendix A	See Appendix A	Zones/Containers
Reporting Portal	rePortal	N/A	N/A
Report Writing	Microsoft SQL Reporting Services	Microsoft SQL Reporting Services	Microsoft SQL Reporting Services
LDAP/Directory/Authentication	See Appendix A	See Appendix A	See Appendix A
Data And Process Modeling	Microsoft Visio Professional – (Latest Release)	Microsoft Visio Professional – (Latest Release)	Microsoft Visio Professional – (Latest Release)
Middleware	Microsoft IIS Server	Microsoft IIS Server	Microsoft IIS Server
Workstation Requirements	See Appendix A	See Appendix A	See Appendix A

17.8   OTHER VENDOR REQUIRED ITEMS

17.8.1   System logging of before and after images
Software must be capable of logging any before and after images at the field level for audit purposes. This function must allow control over logging of Add, Modify, Delete and view at the field level.

17.8.2   Data Archiving & Associated Record Retention Purging
Vendor Software must provide the capability for system administrators to perform complete archiving and record retention purging of the system data and settings.

17.8.3 Data Dictionary

Vendors must supply a full description of all database objects including tables, fields, keys triggers, views, metadata, functions and stored procedures.

17.8.4 Application Program Interfaces (API's)

The Vendor Software must have Application Program Interface (API) available for purpose of data import/export interfaces. (Copy of Spec Sheet may suffice as documentation that substantiates meeting this specification).

17.8.5 Data Warehouse Requirements

The Vendor must have a data warehousing option that has the capability of automatically extracting data from the transactional data base into a data warehouse for the purposes of creating/developing custom reports. This requirement reduces the need to run complex and long queries against the transaction data base that could potentially cause reduced throughput and slow the transaction system down.

17.8.6 General requirements

17.8.6.1 The Vendor Software must support Single-Sign-On via Microsoft Active Directory.

17.8.6.2 The Vendor Software must use MS SQL Server for the underlying database, and must be a MS Windows based application. (Copy of Spec Sheet may suffice as documentation that substantiates meeting this specification.

17.8.6.3 The database underlying the System shall not be proprietary.

17.8.6.4 The Vendor Software shall provide a method of restricting access to defined users, with the ability to specify levels of access individually and by group.

17.8.6.5 The Vendor Software shall provide a full and complete audit trail of users who have accessed the system and what actions were performed.

17.8.6.6 The Vendor Software shall be browser based, meaning the only software installation and maintenance will be on Pima County servers, and that there will be no installation or maintenance required on the PCs, laptops, or mobile devices of the users.

17.8.6.7 The Vendor Software shall operate correctly on standard browsers used by any organization inside or outside of Pima County: MS Internet Explorer, Mozilla Firefox, Opera, Apple Safari and associated mobility browser platforms.

17.8.6.8 The Vendor Software shall operate correctly without requiring users to adjust common security settings (e.g. requiring pop-up blockers to be disabled).

17.8.6.9 The Vendor Software shall have a documented 99% up-time free of software features.

17.8.6.10 The Vendor Software shall be able to perform, during peak usages in disaster incidents, at the same level as during average daily processing.

17.8.6.11 The Vendor Software shall be able to perform at this same level even if the load is at 50% more than the maximum projected capacity for Pima County, to allow for unexpected needs or future growth.

17.8.6.12 The Vendor Software shall allow for future performance scalability, upgrades to Pima County hardware and/or updates to system software, to incorporate any new features and to allow for growth in size and number agencies within Pima County.

17.8.6.13 The Vendor Software shall provide a variety of useful reports that can be generated both in real time and at the end of an incident to address operational reports to allow user community to validate successful process completion status, e.g. a snapshot of resource availability status.

17.8.6.14 The Vendor Software shall provide a robust query environment with drill down capability leveraging a single integrated data warehouse environment.

17.8.6.15 The Vendor Software shall provide the capability for users to define their own custom reports.

17.8.6.16 The Vendor Software shall support Pima County Information Technology Environment Specifications as shown below in Appendix A.

Appendix A – Pima County Information Technology Infrastructure Environment Specifications

Server Environment	Infrastructure Software
VMware ESXi 4.1 or better	Windows 7 Enterprise 32bit
Active Directory 2008 Domain 64bit	Windows 2008r2 Enterprise/Standard 64bit
Exchange 2010	Internet Explorer 8
SharePoint 2010	

Network Requirements	Security Requirements
Shall be compatible with Cisco Layer 2 and Layer 3 switches	Application, Database and file systems must be supported on separate and distinct servers
Shall be compatible with ShoreTel VoIP system as applicable	Vendor shall provide system and security architectural diagrams
Support VLANs on a public and NATed environment	All system port communication requirements shall be provided

Software Deployment Methods

Microsoft System Center Configuration Manager

Security Requirements (cont.)
Administration portal must be a separate interface than the user portal

Storage Environment and Protocols

NetApp Network Attached Storage with RAID DP   NFS, FCoE, CIFS

GIS Requirements

GIS data will be delivered in ESRI's Shapefile or File Geodatabase formats and include pre-defined fields describing the data (metadata)

Support ESRI ArcGIS software version 10.x for both desktop and server implementations

Web mapping applications will use ESRI's JavaScript or Silverlight API's on the client side and ArcGIS REST api's on the server side

Client/Workstation Operating Systems and Office Productivity – Moving to Windows 7 and Office 2010

Migrating from Windows XP to Windows 7 (50% migration completed)   Migrating to Office 2010 from Office 2003 (greater than 50% migrated)

Application Security – Windows 2008 Enterprise Active Directory	Other
Application must support the ability authenticate using Active Directory Security groups for Role-Based Access Control for all Pima County Applications Applications must support the ability to read and authenticate from nested groups containing: 1. A universal group inside a Global group 2. Universal group inside a Universal group 3. Global group inside a Domain Local Group Applications must be Active Directory aware with the ability to authenticate users across multiple forests. Application must have the ability to distinguish accounts in separate domains and have solution for username collisions – For Example: PCAO\JSmith and TO\JSmith	Desktop firewalls are not active Network does not allow remote dial-in support No thick client installs Remote access to Pima County environment via Citrix Client side applications run without Local Administrator rights Strong password authentication is enabled and used across the entire network

18   CONFIDENTIALITY

Participation in this project may allow project team members, stakeholders, and users access to non-publicly disclosed information. All information of this sort should be considered private and should not be disclosed to individuals or organizations who are not directly affiliated with this project.

19   NON-DISCLOSURE

Initially, non-disclosure agreements will not be required for County staff; however, Project Sponsors, ITD Managers and Procurement reserve the right to utilize them as needed during the course of this project.

20   SENSITIVE INFORMATION

Vendors are required to have Non-Disclosure agreements in place to protect any proprietary or sensitive information.

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EXHIBIT B: PRICING AND COMPENSATION
(See Exhibit B: Pricing and Compensation - Excel spreadsheet)

EXHIBIT C: SELF-ASSESSMENT
(See Exhibit C: Self-Assessment – Excel spreadsheet)

EXHIBIT D: CONTRACTOR'S SAMPLE LICENSE AGREEMENT

CONTRACTOR'S Contractor shall submit and attach to this page, a copy of their License Agreement.
Ensure that any terms that conflict with the County's solicitation terms and conditions are addressed on the form provided.