

RFQ # 15-008-10
CONSULTANT SERVICES
REPLACEMENT OF ELECTION SYSTEM MANAGEMENT
SOFTWARE

I. INTRODUCTION

Shelby County Government (the “County”), is soliciting services of a qualified election management system technology consulting firm to provide professional services to evaluate the full functionality of the Shelby County Election Commission’s currently deployed Election Management Systems (ESM) software and develop plans and specifications for a replacing it with a modernized system that meets or exceeds its current and anticipated needs.

II. MINIMUM PROPOSER REQUIREMENT

All Proposers must:

1. Have all the appropriate licenses and certification required in the State of Tennessee to provide the services described in its proposal.
2. Have sufficient experienced staff or subcontractors in the State of Tennessee to provide the services described in its proposal (the “Services”).
3. Apply and qualify for an Equal Opportunity Compliance (EOC) certification number prior to submitting your response
5. Adhere to all Title VI requirements and provide proof/documentation if necessary.
6. Enter into a Contract with the County describing the roles and services proposed in this RFQ.

Please Note: As a part of doing business with Shelby County, each individual, company or organization is required to apply for a vendor number and an “Equal Opportunity Compliance” certification number prior to submitting your response.

To obtain a vendor number and an EOC number, please follow the instructions below:

Vendor Number (Purchasing Department)

At the top of the home page, click on the links “Department”, “P” for the Purchasing Department and “Conducting Business with Shelby County”. The “Vendor Registration” link is at the bottom of the drop down box. Please download the application instructions and read thoroughly prior to accessing the application. (Applications for a vendor number are accepted online only.)

Equal Opportunity Compliance (EOC) Number (EOC Administration Office)

At the top of the home page, click on the links “Department”, “E” for the Equal Opportunity Compliance and “Contract Compliance Program”. The “Contract Compliance Packet” link is in the middle of the page. Please print the packet and mail or fax the completed packet to the EOC office. The mailing address is 160 N. Main Street, Suite 200, Memphis, TN 38103. The fax number is 901-222-1101.

If you have any questions regarding the applications, you may contact Purchasing at (901)222-2250 or the EOC Administration at (901)222-1100.

Note: Because of the length of time it takes to apply and receive an EOC number, vendors who apply prior to the RFP due date, bid will be accepted pending EOC approval of their application.

III. PROJECT DESCRIPTION

The Shelby County Election Commission (the “election commission”) is responsible for conducting all public election in Shelby County Tennessee in accordance with all applicable federal, state, and local laws. The election commission presently uses Election Management System (ESM) election management software to fulfill its statutory, operational, and management requirements which includes, but is not limited to the following state certification requirements:

- Voter registration data and record management including NVRA and state voter file management
- Early voting
- Election ballot build
- Polling official, polling location, and election day management
- Electronic poll book (EPB) data management
- Six month report
- Absentee voting
- Nominating petition management
- Statistical reporting
- Redistricting
- Anticipated needs of the election commission and local stakeholders will be realized through discovery and needs assessment meetings will include (but not limited to) the following:
 - Interfaces for website reporting and election night reporting
 - Political and interested party data reporting and access
 - Improved ballot build capabilities and GEMS (outdated) interface
 - Voter registration application automation
 - System user control and audit trail.

The ESM software no longer has vendor support and maintenance support. A single consultant provides specialized expertise support and assistance as a former technical staff

member. The system is over ten years old. The absence of vendor support for the critical and obsolescent software presents an unacceptable risk to the election delivery capability and operation of the election commission. Shelby County Election Commission needs to move to new software that takes advantage of new developments and efficiencies in operating systems, data management, security, and advances in voting system technology. SCEC needs new software that helps meet greater public expectations.

IV. SCOPE OF SERVICES

The services include, but are not limited to:

1. Evaluating the full functionality of the ESM, including the interfaces, import and export functions, file management, state update,
2. Conduct discovery sessions to determine processes and needs of the SCEC and local stakeholders as approved by the SCEC
3. Analyze methodologies/processes necessary to comply with mandatory requirements of the Tennessee Coordinator of Elections while improving efficiency, security, and cost for election delivery as well as database management.
4. Use information gathered during this engagement to develop comprehensive requirements for the selection of a new voter registration system to meet current state and federal requirements and future trends. (These requirements will be used to prepare a Request for Proposal (RFP). Evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex, and creed or national origin. Interested certified Disadvantaged Business Enterprise (DBE) firms as well as other minority-owned and women-owned, firms are encouraged to respond to all advertisements.

Non-Discrimination and Title VI

The contractor hereby agrees, warrants, and assures compliance with the provisions of Title VI and VII of the Civil Rights Act of 1964 and all other federal statutory laws which provide in whole or in part that no person shall be excluded from participation or be denied benefits of or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the contractor on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State Constitutional or statutory law. The contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

Any recipient entity shall be subject to the requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq., and regulations promulgated pursuant thereto. It shall develop a Title VI implementation plan with participation by protected beneficiaries as may be required by such law or regulations. To the extent applicable, such plan shall include Title VI

implementation plans sub-recipients of federal funds through the entity. The contractor shall produce the plan upon request of Shelby County Government. Failure to provide same shall constitute a material breach of contract.

V. SUBMITTAL FORMAT/EVALUATION CRITERIA

Interested consultants should submit a Letter of Interest and Statement of Qualifications for the election management system technology consulting services related to the replacement and modernization of the existing the election management system. The County will select and negotiate a contract with one consultant for all services required for the evaluation of ESM's software functionality and development of specifications for modernized replacement software. Submittals include, but are not limited to, the following:

- Firm name, address, and telephone number,
- Point of contact: name and telephone number
- List of key personnel and experience.
- Qualifications of staff and sub-consultants.
- Experience and references of past projects with similar scope project.
- Summary of suggested approach to meet the County objectives for the project.
- Overview of consulting team including clear statements of statements of expertise in election management system technology and modernization.
- Statement of level of certified Locally Owned Small Business (LOSB) participation (project goal is 20%) and approach for meeting the participation requirements (see LOSB definition and Shelby County LOSB Purchasing Program documents)

VI. IDEMNIFICATION AND INSURANCE REQUIREMENTS

1. Responsibilities for Claims and Liabilities.

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

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

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

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

The Provider shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 550, Memphis, TN 38103, of any claim or suit made or filed against the Provider or its sub-Providers regarding any matter resulting from or relating to Provider's obligations under this Contract and will cooperate, assist and consult with the County in the defense or investigation thereof.

The Provider shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 950, Memphis, TN 38103, of cancellation or changes in any of the insurance coverage required.

PROFESSIONAL SERVICES/PROVIDER PROJECTS LESS THAN \$1,000,000

Minimum Limits of Insurance

Provider shall maintain coverage with limits of no less than:

2. Insurance Requirements.

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

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

Professional Liability Insurance - coverage with minimum limits of \$1,000,000.00 per occurrence/\$2,000,000.00 annual aggregate indicating if coverage is written on claims-made or occurrence policy form. Coverage is to include the provider and all its employed or contracted professionals.

Commercial General Liability Insurance - \$1,000,000 limit per occurrence bodily injury and property damage/\$1,000,000 personal and advertising injury/\$2,000,000 General Aggregate/\$2,000,000 Products-Completed Operations Aggregate. Shelby County Government, its elected officials, appointees, employees and members of boards, agencies, and commissions shall be named as additional insureds. The insurance shall include coverage for the following:

- A. Premises/Operations
- B. Products/Completed Operations
- C. Contractual
- D. Independent Contractors
- E. Broad Form Property Damage
- F. Personal Injury and Advertising Liability.
- G. \$5,000.00 per person medical payments

Workers Compensation and Employers' Liability Insurance - Including coverage for sole proprietors, partners, and officers, regardless of requirement by Tennessee State Statute. Policy is to be specifically endorsed to include these individuals for coverage. Employers Liability is \$1,000,000 per accident. Contractor/provider waives its right of subrogation against Shelby County for any and all workers' compensation claims.

Business Automobile Liability Insurance – minimum \$1,000,000 single limit each accident for property damage and bodily injury. Coverage is to be provided on all Owned/Leased Autos, Non-Owned Autos and Hired Autos.

All policies will provide for 30 days written notice to Shelby County of cancellation of coverage provided. Ten (10) day's notice applicable to non-payment of premium. If the insurer is not required by the policy terms and conditions to provide written notice of cancellation to Shelby County, the Provider/Contractor will provide immediate notice to Shelby County.

All insurance policies maintained by the Contractor shall provide that insurance as applying to Shelby County shall be primary and non-contributing irrespective of such insurance or self-insurance as Shelby County may maintain in its own name and on its own behalf. Shelby County Government, its elected officials, appointees, employees and members of boards, agencies, and commissions shall be named as additional insureds.

Provider shall provide County with a current copy of the Certificate of Insurance at the time of contracting and shall maintain said insurance during the entire Contract period as well as provide renewal copies on each anniversary date. The certificate holder is to read:

**Shelby County Government
Purchasing Department
160 N. Main, 9th Floor
Memphis, TN 38103**

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

VII. CORRESPONDENCE

Respondents requesting additional information or clarification are to contact Nelson Fowler in writing at nelson.fowler@shelbycountyttn.gov or at the address listed below. Questions should reference the section of the RFQ to which the question pertains and all contact information for the person submitting the questions. **IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED. The deadline for submitting questions will be Friday, January 9, 2015 by 12:00 p.m. (CST)**

These guidelines for communication have been established to ensure a fair and equitable process for all respondents.

All written questions submitted by the deadline indicated above will be answered and posted on the County's website at www.shelbycountyttn.gov within forty eight (48) hours of the above cut-off date.

Please be aware that contact with any other personnel (other than the person clearly identified in this document) within Shelby County or its benefit administrators regarding this RFQ may disqualify your company from further consideration.

VIII. PROPOSAL SUBMISSION & DEADLINE

Firms may request consideration by submitting an original, six copies and a digital CD of a letter of interest and statement of qualifications to Mr. Nelson Fowler, Manager A, Purchasing Department, Shelby County Government, 160 North Main Street, Suite 900, Memphis, TN 38103.

All qualifications must be received by Mr. Fowler's office on or before 4:00 PM (Central Time) Friday, January 16, 2015.

Non-Discrimination and Title VI

The contractor hereby agrees, warrants, and assures compliance with the provisions of Title VI and VII of the Civil Rights Act of 1964 and all other federal statutory laws which provide in whole or in part that no person shall be excluded from participation or be denied benefits of or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the contractor on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State Constitutional or statutory law. The contractor shall upon request show

proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

Any recipient entity shall be subject to the requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq., and regulations promulgated pursuant thereto. It shall develop a Title VI implementation plan with participation by protected beneficiaries as may be required by such law or regulations. To the extent applicable, such plan shall include Title VI implementation plans sub-recipients of federal funds through the entity. The contractor shall produce the plan upon request of Shelby County Government. Failure to provide same shall constitute a material breach of contract.

Disclosure of Proposal Contents

Provider understands and acknowledges that the County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data, or other information supplied to the County is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee. All proposals and other materials submitted become the property of Shelby

Submittals will be reviewed by a Consultant Review Committee (CRC) that will identify the most qualified proposers. At the discretion of the CRC, selected consultants may be interviewed to determine the most qualified firm or firms.

Evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex and creed or national origin. Interested certified Disadvantaged Business Enterprise (DBE) firms as well as other minority-owned and women-owned firms are encouraged to respond to all advertisements.