



**COUNTY OF ORANGE**  
**REGISTRAR OF VOTERS**

**REQUEST FOR PROPOSAL**  
**FOR**  
**VOTING SYSTEMS**

**RFP No. 031-C022406-KG**

# REQUEST FOR PROPOSAL



County of Orange  
Registrar of Voters  
1300 S. Grand Ave., Bldg C  
Santa Ana, CA 92705

PROPOSALS MUST BE RECEIVED ON OR  
BEFORE

**April 30, 2019**

By

**4:00 P.M. PST**

**RFP Number**

**031-C022406-KG**

File Folder No: C022406

## INSTRUCTIONS:

1. SUBMIT ONE (1) ORIGINAL PRINTED PROPOSAL, SIX (6) HARD COPIES OF THE PROPOSAL, AND SIX (6) ELECTRONIC COPIES OF THE PROPOSAL ON SIX (6) SEPARATE FLASH DRIVES.
2. RETURN THIS PAGE SIGNED, WITH THE ORIGINAL PROPOSAL.
3. ALL PROPOSALS ARE TO BE IDENTIFIED WITH RFP # AND RETURNED IN A SEALED ENVELOPE OR PACKAGE.
4. FOR FURTHER INFORMATION, CONTACT:  
**Kim Golden** at [kimberly.golden@rov.ocgov.com](mailto:kimberly.golden@rov.ocgov.com)  
or via BidSync @ [www.BidSync.com](http://www.BidSync.com)

## Request for Proposal (RFP)

### Cover Page

The County of Orange Registrar of Voters (hereinafter referred to as "County") is soliciting responses ("Proposals") from qualified firms (hereinafter referred to as "Offerors" or "Proposers") to provide Voting Systems. Offerors must meet the minimum qualifications and requirements set forth within the RFP and must be capable of providing services set forth in the Scope of Work, which is attached hereto as "Attachment A" and incorporated herein by this reference. The awarded Contract (hereinafter referred to as "Contract"), if any, will be a fixed fee base amount Contract between the County and selected Offeror(s).

This RFP is set out in the following format:

SECTION I	Introduction and Instructions to Offerors
SECTION II	Proposal Response Requirements
SECTION III	Model Contract

### **PROPOSALS ARE DUE April 30, 2019, BY 4:00 PM Pacific Standard Time.**

Proposals must be submitted in sealed packages. See complete instructions in Section I, Item C.

**All questions and inquiries related to this RFP must be directed to:** Kim Golden (hereinafter may also be referred to as "Deputy Purchasing Agent" or "DPA"), Registrar of Voters, 1300 S. Grand Ave., Bldg. C, Santa Ana, CA 92702 via email through BidSync at [www.BidSync.com](http://www.BidSync.com) [RFP #031-C022406-KG]. For BidSync assistance, please contact BidSync Vendor Support Team at 800-990-9339, Option 1. Offerors are not to contact other County personnel with any questions or clarifications concerning this RFP.

The Registrar of Voters DPA will provide all official communication concerning this RFP. With respect to this RFP, any County response other than from the DPA and in writing will be unauthorized and the County shall bear no responsibility for any and all reliance upon the unauthorized communication.

**I HAVE READ, UNDERSTOOD, AND AGREE TO ALL STATEMENTS IN THIS REQUEST FOR PROPOSAL (RFP) AND TO THE TERMS, CONDITIONS, ATTACHMENTS, AND EXHIBITS REFERENCED HEREIN.**

Company Name (as it appears on your invoice and W9)

Fed ID#

Address

Authorized Signature (Sign all copies)

Title

Date

Name of person to contact in reference to this proposal

Phone Number

## Table of Contents

<b>SECTION I: INTRODUCTION AND INSTRUCTIONS TO OFFERORS</b>	<b>6</b>
A. Introduction	6
B. Proposed Time Schedule	7
C. Instructions to Offerors and Procedures for Submittal	7
D. Instructions – Protest Procedures:	11
E. Evaluation Process and Criteria	12
F. Selection/Award Process	14
G. County of Orange Child Support Requirements	14
<b>SECTION II: PROPOSAL RESPONSE REQUIREMENTS</b>	<b>17</b>
<b>SUBMITTAL #1</b>	<b>19</b>
<b>Compliance Certifications</b>	<b>19</b>
A. Cover Page	19
B. Validity of Proposal	19
C. Certification of Understanding	19
D. Minimum Qualifications Statement	20
E. Certificate of Insurance	20
F. Child Support Enforcement	20
G. Conflict of Interest	20
H. Statement of Compliance	21
I. Exceptions to Terms and Conditions	21
J. Due Diligence	21
K. Civil Rights	21
L. Debarment	22
M. Confidential or Proprietary Information or Documents	22
N. Bankruptcy Information	22
<b>SUBMITTAL #2:</b>	<b>23</b>
<b>Company Information</b>	<b>23</b>
A. Company History:	24
B. Financial Status:	24
C. Litigation Status	24
<b>SUBMITTAL #3:</b>	<b>25</b>
<b>Offeror's Proposal</b>	<b>25</b>
A. Instructions	25
<b>SUBMITTAL #4:</b>	<b>28</b>
<b>Reference</b>	<b>28</b>
<b>SECTION III: Model Contract for Voting Systems</b>	<b>30</b>
<b>RECITALS</b>	<b>30</b>
<b>DEFINITIONS</b>	<b>30</b>
<b>ARTICLES</b>	<b>31</b>
<b>ADDITIONAL TERMS AND CONDITIONS</b>	<b>39</b>
<b>MODEL CONTRACT SIGNATURE PAGE</b>	<b>53</b>
<b>ATTACHMENT A</b>	<b>54</b>
<b>Scope of Work</b>	<b>54</b>

A. Overview .....	54
B. Background: Growth, Changing Trends, Aging Voting Equipment, and Senate Bill 450 .....	54
C. Services to be Provided: .....	57
D. Work Schedule.....	99
<b>ATTACHMENT B .....</b>	<b>100</b>
<b>Fees, Compensation, and Payment .....</b>	<b>100</b>
A. COMPENSATION:.....	100
B. SCHEDULE AND PAYMENT: .....	100
C. FIRM DISCOUNT AND PRICING STRUCTURE:.....	101
<b>ATTACHMENT C .....</b>	<b>103</b>
<b>Staffing Plan .....</b>	<b>103</b>
<b>EXHIBIT A.....</b>	<b>104</b>
<b>County of Orange Child Support Enforcement Certification Requirements .....</b>	<b>104</b>
<b>County of Orange Child Support Enforcement Certification Requirements (Blank Form) .....</b>	<b>105</b>

**SECTION I**

**INTRODUCTION**

**AND**

**INSTRUCTIONS TO OFFERORS**

## SECTION I: INTRODUCTION AND INSTRUCTIONS TO OFFERORS

### A. Introduction

The County of Orange (County) is soliciting competitive, sealed proposals to provide a comprehensive voting system specifically designed for County elections, meeting the design and requirements listed in California Senate Bill (SB) 450 as well as any and all applicable federal, state, and local election code requirements and the ability to fully support a Vote Center structure for the County. In addition to supporting Vote Center-based elections, the desirable system will provide efficiencies in the processing of the County's 1.5 million registered voters, focusing on security, integration, customization, data conversion, training, documentation, and project management. The ideal solution should also have design abilities to continue to manage the County's growing population of registered voters, which anticipates a 10% increase over the next 10 years. The County prefers a proven system.

The County requires a prime Vendor, or systems integrator, to act as a Prime Contractor legally and financially responsible for all software, hardware, and implementation services and support for **any or all categories** listed below. The intent of the County is that the Vendor will provide a turnkey, fully integrated Voting System, or Solution Component(s) thereof. Any requirement to render the system fully operational must be provided. The County expects that all related costs, direct and indirect, will be included in the Proposal.

The Proposal should clearly demonstrate how the County would be provided with the software, hardware, and implementation services and support that will best satisfy the County's requirements for:

- ☐ **REMOTE BALLOT MANAGEMENT**
- ☐ **VOTE CENTER VOTING SOLUTION**
- ☐ **CENTRAL COUNT SCANNING AND TABULATION**
- ☐ **ELECTION NIGHT REPORTING (ENR)**

The County expects the successful Offeror to provide the aforementioned services in accordance with the terms and conditions set forth in Section III – Model Contract, including Attachments. Refer to Section III, Attachment A of this RFP for an expanded description of the Scope of Work.

## B. Proposed Time Schedule

Date	Action
March 1, 2019	Release of RFP
March 26, 2019	Written Questions from Offerors Due by 4:00 P.M. PST
April 9, 2019	Issuance of Addendum (Questions and Answers)
<b>April 30, 2019</b>	<b>Deadline for Proposals: Due by 4:00 P.M. PST</b>
May 28, 2019	Evaluation of Proposals and Negotiations
August 13, 2019	Estimated Contract Execution
December 31, 2019	All remaining Voting System Solution and Components requiring California certification by the CA SOS must have certification complete by this date.
December 2019	Initiate Partial Implementation
March 3, 2020	Primary Election – Phased in pilot of some Voting System Solution Components pending approval of County of Orange Registrar of Voters and California certification status.
November 3, 2020	General Election – Full implementation of all Voting System Solution Components pending approval of the County of Orange Registrar of Voters and California certification status.

**Note:** The County reserves the right to modify these dates if necessary.

## C. Instructions to Offerors and Procedures for Submittal

1. Clearly identified Proposals are due on or before **April 30, 2019**, no later than **4:00 P.M. PST**, and are to be delivered in a sealed package with the following information to:

## RE: RFP No. 031-C022406-KG for Voting Systems

COUNTY OF ORANGE  
Registrar of Voters  
1300 S. Grand Ave, Bldg. CA,  
Santa Ana, CA 92705  
Attn: Kim Golden

### **Registrar of Voters Regular Business Hours:**

Monday through Friday  
8:00 A.M. to 5:00 P.M. PST

Proposals must be time-stamped on the outside of the sealed package by Registrar of Voters' department staff. It is the sole responsibility of the Offeror to ensure that delivery is made to the County prior to the closing date and time. Delivery receipts are available upon request.

The Registrar of Voters will be closed on the following County holidays during the solicitation period:

May 27, 2019	Memorial Day
July 4, 2019	Independence Day

- 
2. The County has attempted to provide all information available. It is the responsibility of each Offeror to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. If any person contemplating submitting a Proposal for the proposed Contract is in doubt as to the true meaning of any part of this RFP or finds discrepancies in or omissions from the specifications, they may submit a request for clarification to Deputy Purchasing Agent ("DPA") Kim Golden via BidSync (RFP # 031-C022406-KG). For BidSync assistance, please contact BidSync Vendor Support Team at 800-990-9339, Option 1.

All questions or requests for clarifications must be received via BidSync by **4:00 P.M.PST on March 26, 2019**. The person submitting the request will be responsible for its prompt and timely submission.

If clarification or interpretation of this RFP is considered necessary by the County, a written addendum shall be issued. Any interpretation of, or correction to this RFP, will be made only by an addendum issued by either the assigned DPA or an agent on their behalf. The County will make reasonable efforts to provide a copy of such addenda to each person/firm receiving the original solicitation document directly from the County. However, the County does not guarantee receipt by Offeror of all addendums. It is the Offeror's responsibility to ensure that they have reviewed any and all addendums to this RFP. The County will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

- 
- 
3. There will be **No Pre-Proposal Conference** for this RFP.
4. Proposals must be valid for a period of at least three hundred sixty-five (365) calendar days from the closing date and time of receipt. No Proposal may be withdrawn after the submission date.
5. **Each Offeror must provide one (1) original printed Proposal, and six (6) additional hard copies of the Proposal.** One (1) Proposal is to be clearly marked as "original" on the outside cover



and contain original signatures. In addition, Offeror must submit six (6) electronic copies of the Proposal on six (6) flash drives.

6. All written Proposals shall be submitted on standard 8.5 x 11-inch paper. All pages should be numbered and identified sequentially by section. Proposals must be tabbed and indexed in accordance with the information requested in Section II, Proposal Response Requirements. It is imperative that all Offerors responding to this RFP comply, exactly and completely, with the instructions set forth herein. All Proposals in response to this RFP shall be in Microsoft Word or Adobe PDF file format (except where otherwise provided or noted), and are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired.

The electronic copies of the Proposal shall be submitted on six (6) individual flash drives, and the flash drives must include:

Section II, Submittal #1 Compliance Certifications (Model Contract with any additions or deletions shown using “track changes” in Microsoft Word format); Submittal #2 Company Information; Submittal #3 Offeror’s Proposal; and Submittal #4 References.

In the event that there is a discrepancy among formats of the RFP or the Proposal, the order of precedence of validity shall be as follows:

The RFP

- The hardcopy original
- The hardcopy copy
- The electronic copy

Proposer’s Proposal

- The hardcopy original
- The hardcopy copy
- The electronic copy

7. **Proposals are not to be marked as confidential or proprietary and must not constitute or contain confidential, proprietary, or trade secret information. The County may refuse to consider any Proposal so marked.**

Proposals submitted in response to this RFP may become subject to public disclosure per the requirements of the California Public Records Act, Government Code Section 6250 et seq. Please be advised that all information and documents submitted to the County by Vendor shall become non-confidential, non-proprietary, non-trade secret, public records without exception and subject to public disclosure by the County at any time without prior notice to Vendor. The County shall not be liable in any way for disclosure of any such records or part thereof related to this RFP or any Proposal, including, but not limited to, evaluations, proposals, or any other information or records. In submitting the information and documents, the Vendor is agreeing to the County’s release of such information and documents in response to a Public Records request without further notice to the Vendor and is agreeing to indemnify and hold harmless the County for release of such information and documents.

Furthermore, all Proposals shall become the exclusive property of the County. The County reserves the right to make use of any information or ideas contained in the Proposals that are submitted without exception.

By submitting information and documents to the County as part of this RFP, Vendors acknowledge and agree to the terms of this Section 7.

8. By submitting a Proposal, the Offeror represents that it has thoroughly examined the County's requirements, is familiar with the services required in this RFP, and that it is qualified and capable of providing the services necessary to achieve the County's objectives.
9. After the closing date and time for receipt of Proposals, evaluation and **if requested** by County, interview/oral presentations may commence. Offerors who submit Proposals most responsive to the County's requirements may be asked to give an oral presentation of their Proposal to County staff. Selected Offerors should be prepared to make their oral presentation within five (5) calendar days after notification and be prepared to discuss all aspects of their Proposals in detail, including technical questions regarding the Proposal. Offerors shall not be allowed to alter or amend their Proposal through the use of the presentation process.
10. The County reserves the right to negotiate modifications with any Offeror as necessary to serve the best interests of the County. Any Proposal may be rejected as non-responsive if it is conditional, incomplete, or deviates from specifications in this RFP. The County reserves the right to waive, at its discretion, any procedural irregularity, immaterial defect, or other improprieties which the County deems reasonably correctable or otherwise not warranting rejection of the Proposal. No such waiver will excuse an Offeror from full compliance with all other sections of the RFP.
11. Pre-contractual expenses are not to be included in Submittal #4, Offeror's Proposal, E. Proposed Fees. Pre-contractual expenses are defined as including, but not limited to, costs incurred by the Offeror in preparing its Proposal in response to this RFP; submitting that Proposal to the County; negotiating with the County on any matter related to the Offeror's Proposal; and any other expenses incurred by the Offeror prior to the date of award and execution, if any, of the Contract.
12. The County reserves the right to: (a) negotiate the final Contract with any Offeror(s) as necessary to serve the best interests of the County; (b) withdraw this RFP, in whole or in part, at any time without prior notice and, furthermore, makes no representations that any Contract will be awarded to any Offeror responding to this RFP; (c) award its total requirements to one (1) Offeror or to apportion those requirements among two (2) or more Offerors as the County may deem to be in its best interests; or (d) reject any Proposal if it is conditional, incomplete, or deviates significantly from the services requested in this RFP.

In addition, negotiations may or may not be conducted with any Offeror; therefore, the Proposal submitted should contain the Offeror's most favorable terms and conditions, since the selection and award may be made without discussion with any Offeror.

Furthermore, the County makes no representations that any Contract will be awarded to any Offeror responding to this RFP.

13. Where two (2) or more Offerors desire to submit a single Proposal in response to this RFP, they should do so on a prime/subcontractor basis rather than as a joint venture. The County intends to contract with a single firm or multiple firms but not with multiple firms doing business as a joint venture.

14. The County does not require and neither encourage the use of lobbyists or other consultants for the purpose of securing business.
15. The requirements set forth in this RFP are based on specifications currently envisioned by the County. It is anticipated that certain modifications, adjustments, or additions may be required. Proposers should therefore use the descriptions of the Proposed System as a general guide, not as an exhaustive or fixed list of all specifications. Each Proposer is strongly encouraged to demonstrate in its Proposal any requirements, features, or services that such Proposer believes is necessary or advisable, in addition to or in lieu of, those specifically identified in this RFP.
16. In addition, Vendors must comply with all requirements as specified in this RFP document. Any stipulation or qualification made by Vendors (as a condition for the acceptance of the Contract by the Vendor), which is contrary to the RFP requirements, may not be considered in the award of the Contract and may cause the rejection of the entire Proposal.
17. Requirement to Meet All Proposal Provisions—Each Proposer shall respond to all of the specifications and Proposal terms and conditions. By virtue of the Proposal submission, the Proposer acknowledges agreement with and acceptance of all provisions of the specifications except as expressly qualified in the Proposal. Non-substantial deviations may be considered provided that the Proposer submits a full description and explanation of and justification for the proposed deviations. The County at its sole discretion will determine whether any proposed deviation is non-substantial.

#### **D. Instructions – Protest Procedures:**

Any actual or prospective Proposer or Contractor who alleges a grievance by the solicitation or award of a contract may submit a grievance or protest to the appropriate agency/department Deputy Purchasing Agent.

1. All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:
  - a. The name, address, and telephone number of the protester;
  - b. The signature of the protester or the protester's representative;
  - c. The solicitation or Contract number;
  - d. A detailed statement of the legal and/or factual grounds for the protest; and
  - e. The form of relief requested.
2. Protest of Proposal Specifications:

All protests related to proposal specifications must be submitted to the Deputy Purchasing Agent no later than five (5) business days prior to the close of the Proposal. Protests received after the five (5)-business-day deadline will not be considered by the County.

In the event the protest of specifications is denied and the protester wishes to continue in the solicitation process, they must still submit a Proposal prior to the close of the solicitation in accordance with the Proposal submittal procedures provided in the Proposal.

3. Protest of Award of Contract:

In protests related to the award of a Contract, the protest must be submitted no later than five (5) business days after the notice of the proposed Contract award is provided by the Deputy Purchasing Agent. Protests relating to a proposed Contract award which are received after the five (5)-business-day deadline will not be considered by the County.

4. Protest Process:

- a. In the event of a timely protest, the County shall not proceed with the solicitation or award of the Contract until the Deputy Purchasing Agent, the County Purchasing Agent, or the Procurement Appeals Board renders a decision on the protest.
- b. Upon receipt of a timely protest, the Deputy Purchasing Agent will, within ten (10) business days of the receipt of the protest, issue a decision in writing which shall state the reasons for the actions taken.
- c. The County may, after providing written justification to be included in the procurement file, make the determination that an immediate award of the Contract is necessary to protect the substantial interests of the County. The award of a Contract shall in no way compromise the protester's right to the protest procedures outlined herein.
- d. If the protester disagrees with the decision of the Deputy Purchasing Agent, the protestor may submit a written notice to the Office of the County Purchasing Agent requesting an appeal to the Procurement Appeals Board, in accordance with the process stated below.

5. Appeal Process:

- a. If the protester wishes to appeal the decision of the Deputy Purchasing Agent, the protester must submit, within three (3) business days from receipt of the Deputy Purchasing Agent's decision, a written appeal to the Office of the County Purchasing Agent.
- b. Within fifteen (15) business days, the County Purchasing Agent will review all materials in connection with the grievance, assess the merits of the protest, and provide a written determination that shall contain his or her decision on whether the protest shall be forwarded to the Procurement Appeals Board.
- c. The decision of the County Purchasing Agent on whether to allow the appeal to go forward will be final and there shall be no right to any administrative appeals of this decision.

**E. Evaluation Process and Criteria**

Proposals will be evaluated on the basis of the response to all requirements in this RFP. The County shall use the following criteria in its evaluations and comparisons of Offeror(s). No inference is to be drawn concerning relative importance of criteria based on the order presented.

An initial selection will be made based solely upon the contents of the vendor's Proposal. This will be used to identify the top three (3) Proposals (from each independent category as listed in Exhibit A) to be considered for further evaluation and Contract award. In the event, there is less than 1% difference in the weighting of the third and fourth Proposal, the fourth Proposal may be included in the final evaluation process. Unless deemed necessary by the County, no additional information will be requested by the County or permitted from the vendor during the evaluation period.

An evaluation team composed of representatives of the County will evaluate Proposals on a variety of quantitative and qualitative criteria. The Proposal selected shall provide the most beneficial Voting System and related Solution Components that best meets the County's requirements. The lowest price Proposal will not necessarily be selected.

The County may award based on initial Proposals received, without discussion of such Proposals. Selected vendors may be invited to make oral presentations to County personnel in addition to product demonstrations prior to an award. The Vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components. Finalist Vendors must be prepared to discuss their approach or methodologies that will be used in analyzing both cost and business benefit factors of the Vendors' proposed services to the County.

Proposals will be evaluated on the basis of responsiveness to the questions and requirements in this RFP by an evaluation panel.

**Proposals will be competitively evaluated on the basis of the following criteria listed in random sequence not in the order of importance:**

- Offeror's Knowledge, Understanding, and Responsiveness to the Overall Proposal
- Degree of Compliance and Ability to meet County Model Contract Terms, Conditions, Attachments, and Exhibits
- Ability for Certification of Voting System/Applicable Components by December 31, 2019, for use in California by the Secretary of State's Office.
- Proposed Fees
- Application Software and Integration
- Training
- Vendor Experience and Resources
- Hardware and Software Design/System Architecture Approach
- Documentation and System Administration
- Implementation/Project Management
- Customer Support/Warranty and Maintenance

Proposals deemed to meet all minimum RFP requirements will be scored based on established criteria, which have been weighted and will be assigned points that measure the responsiveness to each identified criterion. The total number of points earned will be tallied for each Proposal, and the Proposals will be rank-ordered, based upon the Offerors' submitted written materials.

Following the initial evaluation process, the highest-ranking Offeror(s) (if deemed necessary by the evaluation panel) may be required to complete an additional questionnaire regarding specific processes and capabilities, as well as provide additional pricing information. In addition, Offerors

may be required to provide an on-site interview or clarification as it relates to the requested and/or proposed services.

In addition, the County may conduct, as necessary, follow-up calls to the references of the finalists to inquire about Proposer's qualifications and experience providing the services required under the Scope of Work. Results of follow-up reference inquiries will be factored into final ratings.

Although some areas may be weighted more than the others, all are considered necessary, and a Proposal must be technically acceptable in each area to be eligible for award. With regards to proposed hourly rate and other related fees, the County reserves the right, at its sole discretion, to reject any Proposal whose hourly rate and other related fees are outside the competitive range.

## **F. Selection/Award Process**

Upon completion of the evaluation process, the Evaluation Panel will make a recommendation for award to the DPA. The recommendation for award may be presented to the County's Board of Supervisors for approval of the Contract for the services requested in this solicitation.

The Model Contract contained in Section III of this RFP is the Contract proposed for execution. It may be modified to incorporate negotiated items and other pertinent terms and conditions set forth in this RFP, including special conditions and requirements and those added by addendum, necessary attachments, and to reflect the Offeror's Proposal and qualifications.

Negotiations may or may not be conducted with the finalist(s); therefore, the Proposal submitted should contain Offeror's most favorable terms and conditions, since the selection and award may be made without further discussion or need for clarification. Any exceptions to the terms and conditions of the proposed Contract or the statements regarding Offeror's inability to comply with any of the provisions thereof are to be declared in the Offeror's Proposal: Section II entitled Proposal Response Requirements. Any additional exceptions to the terms and conditions made by any Offeror after submission of its Proposal may result in elimination from further consideration.

If a satisfactory Contract cannot be negotiated in a timely manner, the County, in its sole discretion, may terminate negotiations with the selected Contractor and begin Contract negotiations with the next finalist.

## **G. County of Orange Child Support Requirements**

In order to comply with the child support enforcement requirements of the County, within ten (10) days of notification of selection of award of Contract but prior to official award of Contract, the selected Offeror agrees to furnish to the Assigned DPA or the Purchasing Agent:

1. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address;
2. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity;
3. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and

4. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to comply.

Failure of the Offeror to timely submit the data and/or certifications required may result in the Contract being awarded to another Offeror. In the event a Contract has been issued, failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within sixty (60) calendar days of notice from the County shall constitute grounds for termination of the Contract.

## **SECTION II**

### **PROPOSAL RESPONSE REQUIREMENTS**



## SECTION II: PROPOSAL RESPONSE REQUIREMENTS

Proposals must be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired.

The following is the criteria for an Offeror to be considered as an eligible candidate to submit a proposal on the requested services described in this RFP.

**Proposals must include four (4) tabbed sections and must be indexed in the order outlined below:**

- ☐ **Submittal #1: Compliance Certifications**
- ☐ **Submittal #2: Company Information**
- ☐ **Submittal #3: Offeror's Proposal**
- ☐ **Submittal #4: References**

**List the questions and your responses and/or attachments within each tabbed section.**

---

### **Minimum Qualifications**

The following is the criteria for a Vendor to be considered as an eligible candidate submitting a Proposal on the requested services described in this RFP.

Vendor must meet all of the following minimum requirements and be able to demonstrate it in their response:

1. The Vendor must have an office and/or facilities located within the United States staffed by United States-located resources.
2. The Vendor, or its parent or holding company, may not have its headquarters be based in a country that is subject to export or import controls as listed in 15 CF Part 740, Supplement 1, Country Group D or E. Please see the following link for a complete listing:  
<https://www.bis.doc.gov/index.php/documents/regulation-docs/2255-supplement-no-1-to-part-740-country-groups-1/file>
3. The Vendor must have experience in successfully developing and supporting large-scale systems and platforms in organizations similar in scale to the County of Orange.
4. The Vendor must demonstrate at least three (3) years of experience in providing services similar to those outlined in Attachment A, Scope of Work to governmental entities similar or greater in size and scope to the County of Orange.

5. The Vendor must provide at least three (3) references from governmental agencies, similar in size to the County, that demonstrate that the Vendor has experience in providing services similar to those outlined in Attachment A, Scope of Work.
6. The Vendor must have experience with automated tools for data file conversion, quality control, and testing.
7. The Vendor shall attest that its organization and all of its officers:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency.
  - b. Have not, within a five (5)-year period preceding this RFP, been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.
  - c. Have not within a five (5)-year period preceding this RFP had one (1) or more contracts terminated for cause or default.
8. Vendor's assigned implementation personnel, including project management and technical personnel, shall each have a minimum of three (3) years of experience in performing services similar to the services listed in Section III., Attachment A, Scope of Work.

## **SUBMITTAL #1**

### **Compliance Certifications**

(Complete this section and submit as Submittal 1 in first tabbed section of Proposal)

#### **A. Cover Page**

All Proposals must be accompanied by a cover letter of introduction and an executive summary of the Proposal being proposed to the County. The cover letter must be signed by person(s) with authority to bind the Offeror. **If the Offeror is a corporation, then signatures of two specific corporate officers are required for the cover letter and all required signatures throughout this RFP.** The first corporate officer signature must be one of the following: (1) the Chairman of the Board; (2) the President; or (3) any Vice President. The second corporate officer signature must be one of the following: (1) Secretary; (2) Assistant Secretary; (3) Chief Financial Officer; or (4) Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or other documentation demonstrating the legal authority of the signature to bind the corporation. An unsigned Proposal or failure to comply with the corporate signature requirements, if applicable, is grounds for rejection and disqualification from further participation in this RFP process. All Proposals shall include in this first tabbed section, the cover page of this RFP and any subsequent addenda issued to this RFP with appropriate signatures as required.

#### **B. Validity of Proposal**

The County requires that all Proposals be valid for at least three hundred sixty-five (365) days from this RFP's closing date. Proposals which are not valid for at least three hundred sixty-five (365) days will be considered non-responsive and subject to rejection. Please state below how long this Proposal will be valid.

Offeror hereby certifies that Offeror's Proposal is valid for three hundred sixty-five (365) days from the RFP closing date.

_____	_____	_____
Validity of Response (in days)	Print Name	Signature Required

#### **C. Certification of Understanding**

The County assumes no responsibility for any understanding of the Offeror or representation made by any of the County's officers, employees, or agents during or prior to the execution of any Contract resulting from this RFP unless:

- a. Such understanding or representations are expressly stated in the Contract; and
- b. The Contract expressly provides that the County assumes the responsibility.

By signing below, Offeror certifies that such understanding has been considered in this Proposal.

_____	_____
Print Name	Signature Required

#### **D. Minimum Qualifications Statement**

Offeror hereby certifies that it meets all minimum qualifications and requirements as set forth in this RFP, Section II.

---

Print Name

Signature Required

#### **E. Certificate of Insurance**

Offeror hereby certifies Offeror's willingness and ability to provide the required insurance coverage and certificates as set forth in Section III – Model Contract, Article O by signing below.

---

Print Name

Signature Required

**If Offeror takes any exceptions to Article O, Insurance Provisions, as set forth in Section III: Model Contract, please see Section H Statement of Compliance below.**

#### **F. Child Support Enforcement**

Offeror hereby certifies Offeror's willingness and ability to provide the required Orange County Child Support Enforcement as indicated in RFP Section I and Section III Exhibit A.

---

Print Name

Signature Required

#### **G. Conflict of Interest**

Offeror hereby certifies that: (I) Offeror has provided the County with the disclosures required in (A) and (B) below as part of its Proposal, or (II) that no relationships as outlined in (A) and (B) exist.

- A. Disclose any financial, business, or other relationship with the County, any other entity that the County Board of Supervisors governs or any County Board member, officer, or employee, which may have an impact, effect, or influence on the outcome of the services you propose to provide. Provide a list of current clients, employees, principals, or shareholders (including family members) who may have a financial interest in the outcome of services you propose to provide.
- B. Disclose any financial, business, or other relationship within the last three (3) years with any firm or member of any firm who may have a financial interest in the outcome of the work.

---

Print Name

Signature Required

## H. Statement of Compliance

A statement of compliance with all parts of this RFP or a listing of exceptions and suggested changes must be submitted in response to this RFP.

Offeror hereby certifies (Offeror must certify either A or B by signing below):

- A. This Offeror is in strict compliance with this RFP including, but not limited to, the terms and conditions set forth in Section III – Model Contract and its Attachments and Exhibits and no exceptions are proposed.

---

Print Name

Signature Required

**OR**

- B. This Offeror is in strict compliance with this RFP, including the terms and conditions set forth in Section III – Model Contract and its Attachments and Exhibits, except for those exceptions expressly listed as required by this RFP and attached hereto as described in Section I below, “Exception to Terms and Conditions.”

---

Print Name

Signature Required

## I. Exceptions to Terms and Conditions

Attachments for each proposed exception to this RFP, including, but not limited to Section III – Model Contract, must include and adhere to the following:

1. The complete provision Offeror is taking exception to
2. The RFP page number and section of the provision Offeror is taking exception to
3. The suggested rewording by way of track changes (Microsoft Word format)
4. Reason(s) for submitting the proposed exception; and
5. Any impact the proposed exception may have on the services to be provided.

## J. Due Diligence

Vendor hereby certifies that Vendor has done all due diligence necessary for accurately and completely responding to this RFP.

---

(Signature required)

## K. Civil Rights

Vendor hereby certifies that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title II of the Americans

with Disabilities Act of 1990, and other applicable state and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex, or disability.

---

(Signature required)

**L. Debarment**

Vendor hereby certifies that neither Vendor nor its principles are presently debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction by any federal department or agency. Vendor further certifies that it shall not contract with a subcontractor that is so debarred or suspended. Where Vendor, as the recipient of federal funds, is unable to certify to any of these statements, Vendor must include an explanation attached to this Proposal. Debarment, pending debarment, declared ineligibility, or voluntary exclusion from participation by any federal department or agency may result in the Proposal being deemed non-responsive.

---

(Signature required)

**M. Confidential or Proprietary Information or Documents**

Vendor hereby certifies that the information and documents submitted by Vendor to the County in connection with this RFP does not constitute or contain confidential, proprietary, or trade-secret information and agrees that all information and documents submitted to the County by Vendor shall become public, non-confidential, non-proprietary, public records that may be provided by the County to the public at any time without prior notice to the Vendor.

---

(Signature required)

**N. Bankruptcy Information**

If Vendor or any company in which the Vendor has or has had a controlling interest in is in bankruptcy or has ever been declared bankrupt, Vendor must attach a statement indicating the bankruptcy date, court jurisdiction, trustee's name and telephone number, amount of liabilities, amount of assets and current status of bankruptcy.

\_\_\_\_\_ No bankruptcies to report                      \_\_\_\_\_ Information attached

---

(Signature required)

**SUBMITTAL #2:**  
**Company Information**

(Complete this form and submit as Submittal 2 in the second tabbed section of Proposal)

Company's Legal Name:							
Company's Legal Status (Corporation, Partnership, Sole Proprietor, etc.)							
Business Address:							
Website Address:							
Telephone Number:				Facsimile Number:			
Email Address:							
Length of time the firm has been in business: (Required minimum of 3 Years)					Length of time at current location:		
Is your firm a sole proprietorship doing business under a different name?						Yes	No
If yes, please indicate sole proprietor's name and the name you are doing business under:							
Is your firm incorporated:				Yes			No
Federal Taxpayer I.D. No.:						*D-U-N-S ® No.	
<i>*County requires a valid D-U-N-S® number prior to Contract Award. If needed, your company may obtain one at no cost at <a href="http://www.dnb.com">www.dnb.com</a>. If you are unable to provide/obtain a D-U-N-S® number, please indicate so in your proposal/bid submission response</i>							
Regular business hours:							
Regular holidays and hours when business is closed:							
<b>Contact person in reference to this solicitation:</b>							
Telephone Number:				Facsimile Number:			
Email Address:				Cell or Pager Number:			
<b>Name of Service Manager:</b>							
Telephone Number:				Facsimile Number:			
Email Address:				Cell or Pager Number:			
<b>Contact Person for Accounts Payable:</b>							
Telephone Number:				Facsimile Number:			
Email Address:				Cell or Pager Number:			
<b>In the event of an emergency or declared disaster, the following information is required:</b>							
Name of contact during non-business hours:							
Telephone Number:				Facsimile Number:			
Email Address:				Cell or Pager Number:			

**A. Company History:**

For any business structure, provide history of acquisition, buyouts, or mergers with other entities for the past five (5) years. **Attach detailed information regarding any prior and pending litigation, liens, or claims involving the Offeror. Please check all that apply.**

☐ No action pending      ☐ No prior action      ☐ Information Attached

**B. Financial Status:**

Offeror shall indicate whether Offeror, its principals, directors, or majority shareholder(s), or any company Offeror has held a controlling interest in, or which has held a controlling interest in Offeror, has ever filed or has been involuntarily put into bankruptcy or has been declared bankrupt. If yes, attached statement indicating the bankruptcy date, court jurisdiction, trustee's name and telephone number, amount of liabilities, amount of assets, and current status of bankruptcy. **Attach detailed information regarding any prior and pending litigation, liens, or claims involving the Offeror. Please check all that apply.**

☐ No action pending      ☐ No prior action      ☐ Information Attached

**C. Litigation Status**

Offeror shall provide detailed information regarding current and prior lawsuits (court and case number), liens, or claims filed on behalf of and against Offeror, or any company Offeror holds a controlling interest in, or any company that holds an interest in Offeror in the past five (5) years. **Attach detailed information regarding any prior and pending litigation, liens, or claims involving the Offeror. Please check all that apply.**

☐ No action pending      ☐ No prior action      ☐ Information Attached



**SUBMITTAL #3:**  
**Offeror's Proposal**

(Complete this form and submit as Submittal 3 in the second tabbed section of Proposal)

**A. Instructions – Offer's Proposal**

**Vendor shall include in its Submittal #3, the following six (6) sections as described below:**

**1. Narrative Overview of the Overall Proposal**

Vendor shall provide a synopsis of the Vendor(s) understanding of the County's needs and how the Vendor plans to meet these needs. This shall provide a broad understanding of the Vendor's entire Proposal. It shall also include a statement that the Vendor will provide all of the services included in Section III, Attachment A - Scope of Work.

Please select the election technology component(s) for which your company is submitting a Proposal to the County of Orange Registrar of Voters for consideration of purchase. Note that a Vendor may submit a Proposal for all, one or any number of the following four (4) Voting System Solution Components:

- A. Remote Ballot Management**
- B. Vote Center Voting Solution**
- C. Central Count Scanning and Tabulation**
- D. Election Night Reporting (ENR)**

**2. Scope of Work Vendor must complete Attachment A and submit herein.**

Vendor's provided Attachment A must incorporate and be consistent with the answers provided in the Matrix section found in Section III Attachment A, Scope of Work, Section C, Services to be Provided. The deliverables proposed in the Scope of Work should be made in reference to the requirements listed in the Matrix and identified by the corresponding requirement ID number.

**a. Services to be Provided (Matrix)**

Vendor shall provide proposals for Section III Attachment A, Scope of Work, Section C, Services to be Provided as outlined. In completing the matrix, Vendors shall describe how their proposed solution satisfies each requirement herein.

**3. Cost/Compensation Vendor must complete Attachment B and submit herein.**

Vendor must submit a Payment Deliverable Schedule that includes:

- a. Deliverable name (name of Deliverable)
- b. Deliverable description and Acceptance Criteria (description of Deliverable to be delivered and invoiced, including Acceptance Criteria)
- c. Estimated due Date (estimated date of completion of Deliverable)
- d. Deliverable Fixed Price (fixed cost of Deliverable)
- e. 10% retention (10% of Deliverable Fixed Price)
- f. Invoice amount (Deliverable Fixed Price less the 10% retention)

4. **Staffing Plan (Vendor must complete Attachment C and submit herein.)**

In this section, Vendor shall:

- a. Provide names and qualifications of primary staff, which shall include the Vendor Project Manager and key personnel who will be assigned to this project. Vendor Project Manager(s) and project team personnel should have at least three (3) years of project management, development, and maintenance experience in large-scale systems and platforms in organizations similar in scale to the County of Orange.
- b. Provide an organizational chart that reflects the name, classification/title of all key staff members, and management contacts assigned to provide the services detailed in Vendor's Proposal. This organizational chart shall include technical support personnel who will provide services to the County. Technical support personnel shall have their roles defined and resumes provided. Resumes should not include home addresses or phone numbers, because Vendor Proposals are subject to disclosure as public records.
- c. Provide expected involvement and time estimates for County staff, including approximate number of staff hours per month and estimated total per contract.

5. **Company Qualifications and Background Information**

In this section, Vendor shall:

- a. Describe any similar-sized re-platforming projects (completed or not) by Vendor within the last three (3) years, including the following information:
  - i. Key customer contact information
  - ii. Original budget and final cost, with an explanation for any variances
  - iii. Effectiveness of implementation quality control
  - iv. Original and actual project implementation dates, with an explanation for any variances
  - v. Whether the project was successfully implemented, and how the project met its objectives and any residual benefits/consequences.
- b. Describe your company's project management capabilities including but not limited to all project management certifications or ratings held by (1) your company and (2) the key personnel who will perform services on the project.
- c. Describe the general nature and type of services Vendor currently provides its customers.
- d. Provide detailed documentation outlining security policies/procedures, best practices, and technologies that are implemented in the proposed service offering to increase security and mitigate risk.
- e. Provide history of acquisition, buyouts, or mergers with other entities for the past ten years.
- f. Provide your Company's Organizational Chart – include names and titles of the current executive management team.

- g. Provide a list of all hub/locations that will potentially be used for this project and include a brief description of the main business/work done for each location.
- h. Describe how Vendor meets the Minimum Qualifications set forth at the beginning of Section II (Minimum Qualifications) of this RFP and submit it in Submittal 3 of the Proposal tabbed Minimum Qualifications.

6. **Contract Completion:**

In this section, Vendor shall:

- a. Provide a complete explanation for any refusal or failure to complete prior or current contracts.

**SUBMITTAL #4:**  
**Reference**

(Complete this section and submit as Submittal 4 in the fourth tabbed section of Proposal)

- Vendor must provide eight (8) references from governmental organizations, including the top five (5) largest jurisdictions, for which Vendor has provided solutions of similar size, scope, and nature and, by submitting this information, authorizes County to contact all such references.
- References shall include contact name, title, telephone number, email address, website URL, description of project, and Vendor's project role and deliverables.

**Example:**

- Government Agency
  - City, State
  - Contact Name, Title
  - Phone number, Alternate Number
  - Contact Email Address
  - Project Description, contract amount and duration
- It is Vendor's sole responsibility to ensure that the reference organization's name, location/address, point of contact's name, title, phone number, and email address for each identified reference organization is current, complete, and accurate.

**County may disqualify a Vendor if:**

- A. References fail to substantiate Vendor's description of support services provided; or
- B. References fail to support that Vendor has a continuing pattern of providing capable, productive, and skilled personnel; or
- C. County is unable to reach the Vendor's reference point of contact with reasonable effort. It is Vendor's responsibility to inform the point of contact of normal County working hours.

**SECTION III**

**MODEL CONTRACT**

**FOR**

**VOTING SYSTEMS**

### SECTION III: Model Contract for Voting Systems

This Agreement, hereinafter referred to as “Contract” is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California; hereinafter referred to as “County,” and (Company Name), with a place of business at (Address); hereinafter referred to as “Contractor,” which are sometimes referred to as “Party”, or collectively as “Parties.”

#### RECITALS

**WHEREAS**, Contractor responded to a Request for Proposals (RFP),” for Voting Systems; and

**WHEREAS**, the Contractor responded and represented that its proposed services shall meet or exceed the requirements and specifications of the Scope of Work; and

**NOW, THEREFORE**, the Parties mutually agree as follows:

#### DEFINITIONS

**Definition, Acronyms, and Abbreviations:** Unless otherwise specified, the following capitalized terms shall be given the meanings below:

- a. **Commercial Software** – Software developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies a criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.
- b. **Custom Software** – Software that does not meet the definition of Commercial Software.
- c. **Deliverables** – Goods, Software, Information Technology, telecommunications technology, hardware, and other items (e.g., reports) to be delivered pursuant to this Contract, including any such items furnished incident to the provision of services described in the Scope of Work.
- d. **Goods** – All types of tangible personal property, including, but not limited to, materials, supplies, and equipment (including computer and telecommunications equipment).
- e. **Information Technology** – Includes, but is not limited to, all electronic technology systems and services, automated information handling, system design and analysis, conversion of data, computer programming, information storage and retrieval, telecommunications which include voice, video, and data communications, requisite system controls, simulation, electronic commerce, and all related interactions between people and machines.
- f. **Intellectual Property Rights** – Intellectual property rights as may exist anywhere in the world, including without limitation rights in trade secrets, trademarks, copyrights, and patents.
- g. **Services** – The work to be performed by Contractor under this Contract as stated in Attachment A.

- h. **Software** – An all-inclusive term which refers to any computer programs, routines, or subroutines supplied by the Contractor.

## **ARTICLES**

### **General Terms and Conditions:**

- A. Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.
- C. Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. Acceptance/Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. Warranty:**

1. Unless Otherwise specified in the Statement of Work, the warranties in this subsection a) begin upon delivery of the Goods or services in question. The Contractor warrants that (i) Deliverables and services furnished hereunder will substantially conform to the requirements of this Contract (including without limitation all descriptions, specifications, and drawings identified in the Scope of Work), and (ii) the Deliverables will be free from material defects in materials and workmanship. Where the Parties have agreed to design specifications and incorporated the same or equivalent in the Scope of Work directly or by reference, the Contractor warrants that its Deliverables provide all material functionality required thereby. In addition to the other warranties set forth herein, where the Contract calls for delivery of Commercial Software, the Contractor warrants that such Software will perform in accordance with its license and accompanying documentation. The County's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.
2. The Contractor warrants that Deliverables furnished hereunder (i) will be free, at the time of delivery, of harmful code (i.e. computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or Software); and (ii) will not infringe or violate any Intellectual Property Rights. Without limiting the generality of the foregoing, if the County believes that harmful code may be present in any Commercial Software delivered hereunder, the Contractor will, upon the County's request, provide a new or clean install of the Software.
3. Unless otherwise specified in the Scope of Work:

The Contractor does not warrant that any Software provided hereunder is error-free or that it will run without immaterial interruption.

The Contractor does not warrant and will have no responsibility for a claim to the extent that it arises directly from (A) a modification made by the County, unless such modification is approved or directed by the Contractor, (B) use of Software in combination with or on products other than as specified by the Contractor, or (C) misuse by the County.

- a. Where the Contractor resells Commercial Software it purchased from a third party, Contractor, to the extent it is legally able to do so, will pass through any such third party warranties to the County and will reasonably cooperate in enforcing them. Such warranty pass-through will not relieve the Contractor from Contractor's warranty obligations set forth above.
4. All warranties, including special warranties specified elsewhere herein, shall inure to the County, its successors, assigns, customer agencies, and governmental users of the Deliverables or Services.

Except as may be specifically provided in Attachment A, Scope of Work or elsewhere in this Contract, for any breach of the warranties provided in this Section, the County's exclusive remedy and the Contractor's sole obligation will be limited to:

- a. re-performance, repair, or replacement of the nonconforming Deliverable (including without limitation an infringing Deliverable) or service; or
- b. should the County in its sole discretion consent, refund of all amounts paid by the County for the nonconforming Deliverable or service and payment to the County of any additional amounts necessary to equal the County's Cost to Cover. "Cost to Cover" means the cost, properly mitigated, of procuring Deliverables or Services of equivalent capability, function, and performance.



5. Except for the express warranties specified in this section, the contractor makes no warranties either express or implied, including without limitation any implied warranties of merchantability or fitness for a particular purpose

- H. Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- I. Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and

maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

#### **O. Insurance Provision:**

Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

#### **Qualified Insurer**

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability, including coverage for owned, non-owned, and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence
Network Security and Privacy Liability *	\$1,000,000 per claims made
Technology Errors and Omissions*	\$1,000,000 per claims made \$1,000,000 aggregate

#### **Required Coverage Forms**

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

#### **Required Endorsements**

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

1. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the ***County of Orange its elected and appointed officials, officers, agents and employees*** as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT.***
2. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

1. An Additional Insured endorsement naming the ***County of Orange, its elected and appointed officials, officers, agents and employees*** as Additional Insureds for its vicarious liability.
2. A primary and non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, agents and employees*** or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT***.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Contractor's Professional Liability, Technology Errors & Omissions and/or Network Security & Privacy Liability are "Claims-Made" policy(ies), Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract. (Only include this provision when Professional Liability, Technology Errors & Omissions and/or Network Security & Privacy Liability Insurance are required.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- P. Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. Change In Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties

- R. Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES

harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

**U. Freight:** Prior to the County's express acceptance of delivery of products Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.

**V. Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

**W. Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.

**X. Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

**Y. Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

**Z. Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

**AA. Audits/Inspections:** Contractor agrees to permit the County's Auditor- Controller or the Auditor- Controller's authorized representative (including auditors from a private auditing firm hired by the

County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made. Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the County's project manager.

**BB. Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

**CC. Expenditure Limit:** The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

### **ADDITIONAL TERMS AND CONDITIONS**

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure goods from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".
2. **Contract Term:** This Contract shall commence on upon approval by the County and execution of all necessary signatures, and continue [Vendor shall provide an anticipated date for which all Deliverables will be completed], unless otherwise terminated by County. This Contract may not be renewed.
4. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
5. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

6. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants, or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
  - a. Terminate the Contract immediately, pursuant to Section K herein;
  - b. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
  - c. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
  - d. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
7. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable state and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex, or disability.
8. **Compensation:** The Contractor agrees to accept the specified compensation as set forth in Attachment B, Cost/Compensation for Contract Services, as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder.
9. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary, to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s), or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the county are expressly stated in the Contract.
10. **Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and relatives; sub-tier Contractors; and third Parties associated with accomplishing work and Services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.
11. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.



12. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, and fax communications while on County sites during the performance of work and services under this Contract.
13. **Contractor Personnel Reference Check:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
14. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This project manager shall be subject to approval by the County and shall not be changed without the written consent of the County's project manager, which consent shall not be unreasonably withheld.

The Contractor's project manager and key personnel shall be assigned to this project for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines. Key personnel are those individuals who report directly to the Contractor's project manager.

15. **County of Orange Child Support Enforcement [Within Ten (10) Days Of Notification Of Selection For Award Of Contract]:** In order to comply with the child support enforcement requirements of the County of Orange, within ten (10) days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to the Contract administrator, the Purchasing Agent, or the agency/department deputy purchasing agent:
  - a. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address;
  - b. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity;
  - c. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
  - d. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the Contractor to timely submit the data and/or certifications required may result in the Contract being awarded to another Contractor. In the event a Contract has been issued, failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within sixty (60) calendar days of notice from the County shall constitute grounds for termination of the Contract.

16. **Data- Title To:** All materials, documents, data, or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data, or information, including

copies, must be returned to the County at the end of this Contract.

17. **Debarment:** Contractor shall certify that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction by any federal department or agency. Where Contractor, as the recipient of federal funds, is unable to certify to any of the statements in the certification, Contractor must include an explanation with their bid. Debarment, pending debarment, declared ineligibility, or voluntary exclusion from participation by any federal department or agency may result in the bid being deemed non-responsible.
18. **Default:** In case of default by Contractor, the County of Orange may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
19. **Disputes – Contract:** The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project manager and the County's project manager, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:
  - a. The Contractor shall submit to the agency/department assigned DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
  - b. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
  - c. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the provision of services under this Contract. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.
  - d. Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Purchasing Agent or his designee. If the County fails to render a decision within ninety (90) days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for Cause or Terminate for Convenience as stated in Section K herein.
20. **Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
  - b. Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:
    - i. The dangers of drug abuse in the workplace;
    - ii. The organization's policy of maintaining a drug-free workplace;
    - iii. Any available counseling, rehabilitation and employee assistance programs; and
    - iv. Penalties that may be imposed upon employees for drug abuse violations.
  - c. Provide as required by Government Code Section 8355(c) that every employee who works under this Contract:
    - i. Will receive a copy of the company's drug-free policy statement; and
    - ii. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.
  - d. Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County Contracts if the County determines that any of the following has occurred:
    - i. The Contractor has made false certification, or
    - ii. The Contractor violates the certification by failing to carry out the requirements as noted above.
21. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11426 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation, or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay, or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services

effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

22. **Errors and Omissions:** All reports, files, and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Contractor project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files, and other written documents, the reports, files, or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files, or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files, or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files, or documents will be returned to Contractor for correction without payment of additional compensation.
23. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
24. **Lobbying:** On best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person for influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
25. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's project manager.
26. **Notices:** Any and all notices, requests, demands, and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by U.S. certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

**For Contractor:** Company Name: TBD

**For County:** County of Orange  
Registrar of Voters  
Attention: Deputy Purchasing Agent  
1300 S. Grand Ave., Bldg. C,  
Santa Ana, CA 92705

27. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports, and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports, and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.
28. **Precedence:** The Contract documents consist of this Contract and its attachments and exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the articles of this Contract, and then the exhibits and attachments.
29. **Project Manager, County:** The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County's project manager shall coordinate the activities of the County staff assigned to work with the Contractor.
- The County's project manager shall have the right to require the removal and replacement of the Contractor's project manager and key personnel. The County's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within fourteen (14) calendar days after written notice by the County's project manager. The County's project manager shall review and approve the appointment of the replacement for the Contractor's project manager and key personnel. Said approval shall not be unreasonably withheld.
30. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps, or graphs, including graphic at work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, a partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press releases, including graphic display information to be published in newspapers, magazines, etc. are to be administered only by the County unless otherwise agreed to by both Parties.
31. **Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. The County's project manager and the Contractor's project manager will meet on reasonable notice to discuss the Contractor's performance and progress under this Contract. If requested, the Contractor's project manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract.
32. **Sub Contracting:** In the event that the Contractor is authorized by the County to subcontract pursuant to paragraph "T" above, this Contract shall prevail and the terms of the subcontract shall

incorporate by reference and not conflict with the terms of this Contract. In the manner in which the County expects to receive services, the County shall look to the Contractor for performance and not deal directly with any subcontractor. All matters related to this Contract shall be handled by the Contractor with the County; the County will have no direct contact with the subcontractor in matters related to the performance of this Contract. All work must meet the approval of the County of Orange. The Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the County under this Contract.

33. **Substitutions:** The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.
34. **Waivers - Contract:** The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.
35. **Rights in Work Product:**
- a. All inventions, discoveries, intellectual property, technical communications, and records originated or prepared by the Contractor pursuant to this Contract, including papers, reports, charts, computer programs, and other documentation or improvements thereto, and including the Contractor's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be the Contractor's exclusive property. The provisions of this subsection a) may be revised in the Scope of Work.
  - b. Software and other materials developed or otherwise obtained by or for the Contractor or its affiliates independently of this Contract or applicable purchase order ("Pre-Existing Materials") do not constitute Work Product. If the Contractor creates derivative works of Pre-Existing Materials, the elements of such derivative works created pursuant to this Contract constitute Work Product, but other elements do not. Nothing in this paragraph (b) will be construed to interfere with the Contractor's or its affiliates' ownership of Pre-Existing Materials.
  - c. The County will have Government Purpose Rights to the Work Product as Deliverables under this Contract. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights, and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product. "Government Purpose Rights" also include the right to release or disclose the Work Product outside the County for any County government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product for any County government purpose. Such recipients of the Work Product may include, without limitation, County Contractors. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for any commercial purpose.
  - d. The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Contract by the Contractor or jointly by the Contractor and the County may be used by either Party without obligation of notice or accounting.
  - e. This Contract shall not preclude the Contractor from developing materials outside this Contract that are competitive, irrespective of their similarity to materials which might be delivered to the County pursuant to this Contract.

36. **Software License:** Contractor hereby grants to the County and the County accepts from the Contractor, subject to the terms and conditions of this Contract, a perpetual, irrevocable, royalty-free, non-exclusive, license to use the Software Products in this Contract (hereinafter referred to as "Software Products").
- a. The County may use the Software Products in the conduct of its own business, and any division thereof.
  - b. The license granted above authorizes the County to use the Software Products in machine-readable form on the County's computer system located at the site(s) specified in the Scope of Work. Said computer system and its associated units (collectively referred to as CPU) are as designated in the Scope of Work. If the designated CPU is inoperative due to malfunction, the license herein granted shall be temporarily extended to authorize the County to use the Software Products, in machine-readable form, on any other County CPU until the designated CPU is returned to operation.
  - c. By written notice, the County may redesignate the CPU in which the Software Products are to be used provided that the redesignated CPU is substantially similar in size and scale at no additional cost. The redesignation shall not be limited to the original site and will be effective upon the date specified in the notice of redesignation.
  - d. Acceptance of Commercial Software (including third party Software) and Custom Software will be governed by the terms and conditions of this Contract and no separate agreement.
37. **Protection of Proprietary Software and Other Proprietary Data:**
- a. The County agrees that all material appropriately marked or identified in writing as proprietary, and furnished hereunder are provided for the County's exclusive use for the purposes of this Contract only. All such proprietary data shall remain the property of the Vendor. The County agrees to take all reasonable steps to insure that such proprietary data are not disclosed to others, without prior written consent of the Vendor, subject to the California Public Records Act.
  - b. The County will insure, prior to disposing of any media, that any licensed materials contained thereon have been erased or otherwise destroyed.
  - c. The County agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to licensed software and other proprietary data to satisfy its obligations in this Contract with respect to use, copying, modification, protection, and security of proprietary software and other proprietary data.
38. **Acceptance Testing:** All Deliverables shall be provided to the County by Contractor in conformity with all requirements, specifications, Acceptance Criteria, and time periods set forth or referenced in this Contract. Contractor shall at all times utilize complete and thorough Acceptance Testing Procedures, and appropriate Acceptance Criteria, all of which shall be subject to review and approval by the County's Project Manager, and no such activities shall be deemed completed until all Acceptance Criteria, whether set forth in this Contract or set forth in any schedule hereto or otherwise mutually agreed upon by the Parties in writing, have been successfully met.
- a. Acceptance Testing: Following Contractor's notification to County that Contractor has completed any component or Deliverable identified in this Contract, at a mutually agreed scheduled time thereafter, County shall begin testing the component or Deliverable to determine whether such component or Deliverable conforms to the applicable specifications and/or

standards (collectively, the “Acceptance Criteria”). County shall notify Contractor in writing within ten (10) business days of Contractor’s notification of completion of the Deliverable either that: (a) the component or Deliverable meets the Acceptance Criteria and that acceptance of such component or Deliverable has occurred (“Acceptance”); or (b) the Acceptance Criteria have not been met and the reasons therefor. If the component or Deliverable is identified as being part of a larger, integrated system being developed thereunder, then any Acceptance under the terms of this subsection shall be understood as being conditional acceptance (“Conditional Acceptance”), and such component or Deliverable shall be subject to Final Acceptance, as described below.

- b. Cure: If County determines that a component or Deliverable does not conform to the applicable Acceptance Criteria, and that it is in the County’s interest to allow Contractor time to correct the problem, County shall deliver to Contractor a written exception report describing the nonconformity (the “Exception Report”). Within ten (10) calendar days following receipt of the Exception Report, Contractor shall: (a) perform a Root Cause Analysis to identify the cause of the nonconformity; (b) provide County with a written report detailing the cause of, and procedure for correcting, such nonconformity; (c) provide County with satisfactory evidence that such nonconformity will not recur; and (d) use best efforts to correct critical errors (as determined by County) and use commercially reasonable efforts to correct all other errors reasonably requested by County and accepted by Contractor; provided, however, that if the nonconformity of critical errors is incapable of cure within such ten (10)-calendar-day period then, within such ten (10)-calendar-day period, Contractor shall present to County a mutually agreeable plan to cure such nonconformity within a reasonable amount of time. Upon Contractor’s notice to County that Contractor has cured any such nonconformity, County shall retest the defective component or Deliverable for an additional testing period of up to thirty (30) calendar days or such other period as the Parties may mutually agree upon in writing, at the end of which period the process described in subsection (b) above shall be repeated. In the event County rejects Deliverable(s) a second time and Contractor disagrees with such rejection, then the Parties shall escalate the issue(s) to senior management of both Parties for mutual resolution.
- c. Final Acceptance: Upon achievement of Conditional Acceptance for all identified components or Deliverables, County shall begin testing the system that is comprised of such components or Deliverables using the applicable test procedures and standards to determine whether such system performs as an integrated whole in accordance with the Acceptance Criteria. After County has completed such testing or upon expiration of the testing period (the “Final Acceptance Testing Period”), County shall notify Contractor in writing that: (a) the system, and all components and Deliverables that are a part thereof, meet the Acceptance Criteria and that final acceptance of the system and such components and Deliverables has occurred (“Final Acceptance”); or (b) that the Acceptance Criteria have not been met and the reasons therefor. If County determines that the Acceptance Criteria have not been so met, the process described in subsection (b) above shall be initiated, with all references to “component or Deliverable” being references to the “system,” and all references to the “Acceptance Testing Period” being references to the “Final Acceptance Testing Period.” Neither Conditional Acceptance, Acceptance nor Final Acceptance by County shall constitute a waiver by County of any right to assert claims based upon defects not discernible through conduct of the applicable test procedures and subsequently discovered in a component or Deliverable or the system following County’s Final Acceptance thereof. Nothing else, including County’s use of the system, or any component thereof, shall constitute Final Acceptance, affect any rights and remedies that may be available to County and/or constitute or result in “acceptance” under general contract law, any state uniform commercial code, or any other law.

### **39. Stop Work:**



- a. The County may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period up to forty-five (45) days after the Stop Work Order is delivered to the Contractor, and for any further period to which the Parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this paragraph. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of forty-five (45) days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the Parties shall have agreed, the County shall either:
  - i. Cancel the Stop Work Order; or
  - ii. Terminate this Contract in whole or in part in writing as soon as feasible. County will provide thirty (30) days' advance notice of the termination of the Contract to Contractor if a Stop Work Order has been issued by County.
- b. If a Stop Work Order issued under this paragraph is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The County shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
  - i. The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and
  - ii. The Contractor asserts its right to an equitable adjustment within thirty (30) days after the end of the period of work stoppage; provided that if the County decides the facts justify the action, the County may receive and act upon a proposal submitted at any time before final payment under this Contract.
- c. If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated, Contractor will be paid for accepted Deliverables, and for all work in progress properly performed in accordance with this Contract through the effective date of termination based on a reasonable percentage of completion.
- d. The County shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this paragraph.

**40. Software Escrow Agreement:**

- a. Upon County's request, the Parties hereto shall enter into a software escrow agreement ("Escrow Agreement") with a third-party escrow agent. The Escrow Agreement will set forth the terms and conditions upon which the source code, object code, and related documentation of the Contractor Software will be deposited by Contractor into an escrow account, updated by Contractor, verified by County and the conditions and Triggering Events that will govern the release of such escrowed materials to County. Upon the occurrence of a Triggering Event, County shall have the right to access and use the source code, object code, related documentation, and Contractor Software in accordance with its license rights set forth herein.
- b. Notwithstanding the foregoing, the Escrow Agreement shall require Contractor to make timely deposits of all source code, object code, and related documentation of the Contractor Software, keep the escrow account up to date with all current releases and updates, provide County a right

to audit the escrow account, and perform a build verification of the source code, and provide County a right to access Contractor personnel and to offer such personnel employment, upon the occurrence of a Triggering Event.

- c. For the purposes of this Agreement, a “Triggering Event” shall mean any of the following: (i) Contractor commits an uncured (or incurable) material breach of its performance obligations under this Agreement; (ii) Contractor makes an assignment for the benefit of creditors; (iii) Contractor files for bankruptcy (which is not dismissed within ninety [90] days) or a complete liquidation or dissolution; (iv) Contractor has a custodian, trustee, receiver, or agent appointed to take possession or substantially all of its assets; or (v) Contractor is declared or becomes “insolvent” as that term is defined in Title 11 of the United States Code or analogous legislation in any other applicable jurisdiction.

41. **Escrow License:** Contractor grants to County a perpetual, worldwide, non-exclusive, irrevocable, fully paid-up, transferable license to use the source code, object code, and related documentation of the Contractor Software upon the occurrence of a Triggering Event as set forth in the Escrow Agreement (the “Escrow License”). County shall be entitled to procure maintenance and support services from third parties and shall have the right to sublicense to such third parties the right to use such Escrowed Materials for the limited purpose of providing such services to County.

42. **Data Location:** Except where Contractor obtains the County’s prior written approval, the physical location of Contractor’s data center where County Data is stored shall be within the Continental United States.

43. **Compliance With County Information Technology Policies And Procedures:**

Vendor, its subcontractors, the Vendor personnel, and all other agents and representatives of Vendor, will at all times comply with and abide by all Information Technology (IT) policies and procedures of the County that are provided or made available to Vendor that reasonably pertain to Vendor (and of which Vendor has been provided with advance notice) in connection with Vendor’s performance under this Contract. Vendor shall cooperate with the County in ensuring Vendor’s compliance with the IT policies and procedures described in this Contract and as adopted by the County from time-to-time, and any material violations or disregard of such IT policies or procedures shall, in addition to all other available rights and remedies of the County, be cause for termination of this Contract. In addition to the foregoing, Vendor shall comply with the following:

- a. **Security and Policies** – All performance under this Contract, shall be in accordance with the County’s security requirements, policies, and procedures as set forth above and as modified, supplemented, or replaced by the County from time to time, in its sole discretion, by providing Vendor with a written copy of such revised requirements, policies, or procedures reasonably in advance of the date that they are to be implemented and effective (collectively, the “Security Policies”). Vendor shall at all times use industry best practices and methods with regard to the prevention, detection, and elimination, by all appropriate means, of fraud, abuse, and other inappropriate or unauthorized access to County systems accessed in the performance of services in this Contract.
- b. **Information Access** – The County may require all Vendor personnel performing services under this Contract to execute a confidentiality and non-disclosure agreement concerning access protection and data security in the form provided by County. The County shall authorize, and Vendor shall issue, any necessary information-access mechanisms, including access IDs and passwords, and in no event shall Vendor permit any such mechanisms to be shared or used by other than the individual Vendor personnel to whom issued. Vendor shall

provide its personnel with only such level of access as is required for such individual to perform his or her assigned tasks and functions. All County systems, and all data and Software contained therein, including County data, County hardware and County software, used or accessed by Vendor: (a) shall be used and accessed by such Vendor solely and exclusively in the performance of their assigned duties in connection with, and in furtherance of, the performance of Vendor's obligations hereunder; and (b) shall not be used or accessed except as expressly permitted hereunder, or commercially exploited in any manner whatsoever, by Vendor, at any time.

- c. **Enhanced Security Procedures** – The County may, in its discretion, designate certain areas, facilities, or systems as requiring a higher level of security and access control. The County shall notify Vendor in writing reasonably in advance of any such designation becoming effective. Any such notice shall set forth in reasonable detail the enhanced security or access-control procedures, measures, or requirements that Vendor shall be required to implement and enforce, as well as the date on which such procedures and measures shall take effect. Vendor shall fully comply with and abide by all such enhanced security and access measures and procedures as of such date.
- d. **Breach of Security** – Any breach or violation by Contractor of any of the foregoing shall be deemed a material breach of a material obligation of Contractor under this Contract and may be deemed an incurable and material breach of a material obligation of Contractor under this Contract resulting in termination.
- e. **Conduct on County Premises** – Contractor shall, at all times, comply with and abide by all reasonable policies and procedures of the County (or that may be established thereby, from time to time) that pertain to conduct on the County's premises, possession, or distribution of contraband, or the access to, and security of, the Party's real property or facilities, to the extent that the Contractor has been provided with a copy of each such policy or procedure. Contractor shall exercise due care and diligence to prevent any injury to persons or damage to property while on the other Party's premises. The operation of vehicles by either Party's personnel on the other Party's property shall conform to posted and other applicable regulations and safe-driving practices. Vehicular accidents occurring on a Party's property and involving either Party's personnel shall be reported promptly to the appropriate Party's personnel. Each Party covenants that at all times during the Term, it, and its employees, agents, and subcontractors shall comply with, and take no action that results in the other Party being in violation of, any applicable federal, state, and local laws, ordinances, regulations, and rules. Each Party's personnel shall clearly identify themselves as the appropriate Party's personnel and not as employees of the other Party. When on the other Party's premises, each Party's personnel shall wear and clearly display identification badges or tags, as approved by the other Party.
- f. **Security Audits** – Each Contract year, County may perform or have performed security reviews and testing based on an IT infrastructure review plan. Such testing shall ensure all pertinent County security standards as well as any customer agency requirements, such as federal and state requirements.

44. **Liquidated Damages:** It is agreed by and between the Contractor and the County that if this Contract is not fully and completely performed within the terms of the Contract, damage will be sustained by the County. Said damage includes any additional costs resulting from a delay in scheduled time frames by the Contractor. Since it is and will be impractical and extremely difficult to determine the actual damage which the County will sustain by reason of such delay, it is therefore agreed that

Contractor will pay to the County liquidated damages in a set amount of \$1,000 for each and every day of delay as set forth in this document.

In the event the liquidated damages as set forth herein are not paid by the Contractor, the County will deduct the amount of liquidated damages from any monies due Contractor under this Contract.

This provision may be invoked at the sole option of the County by notification to the Contractor by certified return receipt mail.

If Contract is delayed by reason of changes or extra services ordered by the County or as a result of the County's failure to perform or delays cause by the County, the time of performance of this Contract will be extended commensurate with the time required for the extra services, and no liquidated damages will accrue during the period of such extension.

If this Contract is not fully and completely performed within the time set forth herein, the County shall have the right to increase the time for such performance and to waive the liquidated damages. Nothing herein shall be construed as giving the Contractor a right to extra time for performance.

## MODEL CONTRACT SIGNATURE PAGE

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

### **Contractor\***

Print Name	Title
------------	-------

(DO NOT SIGN AT THIS TIME)

Signature	Date
-----------	------

Print Name	Title
------------	-------

(DO NOT SIGN AT THIS TIME)

Signature	Date
-----------	------

**\* If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.**

**The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.**

**The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.**

**In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.**

\*\*\*\*\*

County of Orange, a political subdivision of the State of California

Print Name	Title
------------	-------

Signature	Date
-----------	------

\*\*\*\*\*

APPROVED AS TO FORM  
County Counsel

Print Name	Title
------------	-------

By:	
-----	--

Signature	Date
-----------	------

\*\*\*\*\*

APPROVED AS TO CONTENT

Print Name	Title
------------	-------

By:	
-----	--

Signature	Date
-----------	------

ATTACHMENT A  
Scope of Work

**A. Overview**

The County of Orange Registrar of Voters exists to serve the citizens of Orange County by faithfully conducting the election process through which they choose their representatives. The County's vision for a Voting System is a Solution or set of Solution Components that is ideal for a Vote Center voting model by utilizing modern technology in a transparent, secure, and cost-effective manner. The optimal solution will have the ability to integrate with preexisting components as applicable. These areas of integration are identified in the matrix of system/component requirements.

**B. Background: Growth, Changing Trends, Aging Voting Equipment, and Senate Bill 450**

**1. County of Orange Jurisdiction Environment.**

The County of Orange is located in Southern California and has an estimated growing population of 3,172,532, making it one of the most populated of the 58 counties in California. The County is home to 34 cities, including Anaheim (estimated population 350,742) and Santa Ana (estimated population 335,400).

Orange County is the fifth (5th) largest voting jurisdiction in the United States and California's second (2nd) largest county serving approximately 1.5 million voters – a number that is growing by the day – including an extensive population who primarily communicate in a language other than English. Currently five (5) languages are required under the federal Voting Rights Act on the County's ballot including Spanish, Chinese, Korean, and Vietnamese in addition to English. In addition, two (2) languages are required under the California Voting Rights Act: Tagalog and Farsi. These numbers are expected to increase in the coming years.

**2. Registrar of Voters Environment.**

The County of Orange Registrar of Voters conducts all local, city, county, state, and federal elections for the citizens of the County. On average, four (4) elections per year are conducted by the County. Simultaneous to the County's growth is a change in voting trends. As with other California counties, the County of Orange is experiencing an increasing number of voters who are casting their ballots by mail, rather than visiting their polling place on Election Day as voters are requiring greater flexibility and more options for casting their ballots. Under California Senate Bill (SB) 450 every voter in the County would receive a vote-by-mail ballot.

For example, of the 1.2 million ballots cast by County of Orange voters in the 2016 Presidential General Election, nearly 700,000 were vote-by-mail ballots and currently 61% of all County registered voters have signed up for permanent vote-by-mail status. Additionally, the number of voters casting ballots at the polling place has dropped twenty (20) percentage points since 2004.

With technology constantly advancing, the traditional polling place model has fallen behind the needs and expectations of County of Orange voters. Multiple polling places in a single neighborhood cause confusion with local voters and leave them uncertain about where to vote, and

eventually lead to more provisional ballots. In addition, the narrow time frame of Election Day is becoming increasingly difficult for voters to work around.

Also, the County's current precinct-based voting system is over sixteen (16) years old and in need of replacement and modernization. Updated equipment is needed to keep pace with changes to voting configurations while remaining true to the County of Orange Registrar of Voters' unwavering commitment to convenient, accessible, and efficient voting for all citizens. All while continuing to ensure the utmost accuracy, security, and transparency in the voting process.

### **Voting Volume Statistics**

County of Orange voters elect hundreds of municipal and special district officers, school board members, and superior court judges, and help elect representatives in county, state, and federal contests. The number of candidates per major election averages 400 with up to fifty (50) measures. Three hundred eighty-five (385) ballot types were used by the County for the 2018 General Election.

The County is responsible for administering countywide elections for approximately 1.5 million registered voters, making it the fifth largest voting jurisdiction in the country. In the 2016 Presidential General Election, the County experienced high voter turnout at 80.7%. Of the 1,239,405 ballots cast, 696,050 were vote-by-mail ballots and 544,355 were precinct ballots cast at one of 1,099 polling place or early voting Vote Centers. On Election Night, the County operated 30 collection centers for 1,099 polling places (which will change under a Vote Center model). Election materials were printed in English, Spanish, Vietnamese, Korean, Chinese, Tagalog, Japanese, Hindi, and Khmer.

Below is a look at previous election statistics:

Election	Registered Voters	Total Ballots Turnout	Vote-by-Mail Ballots Cast	Percent Turnout	Number of Polling Places
2018 General Election	1,558,988	1,106,729	689,756	71.0	984
2018 Primary Election	1,481,881	635,224	404,161	42.9	976
2016 General Election	1,535,967	1,239,405	695,050	80.7	1,093
2016 Primary Election	1,395,380	691,802	408,114	49.6	1,052
2014 General Election	1,424,216	640,358	387,886	45.0	1,135
2014 Primary Election	1,411,232	340,187	240,790	24.1	1,135

Projected future election statistics

Election	Projected Registered Voters	Projected Ballot Turnout	Projected Vote-by-Mail Ballots Cast	Projected Percent Turnout	Projected Number of Vote Centers
2020 General Election	1,600,000	1,200,000	750,000	81.3	Up to 188
2020 Primary Election	1,000,000	750,000	500,000	50	Up to 188

### 3. California Election Laws and Regulations.

In addition to the factors of growth, changing trends, the age of the County's current voting system, and the County's desire to enhance voter services and convenience, Orange County has chosen to opt into the California Voter's Choice Act (Senate Bill 450) of 2016, which changes the way Californians cast their ballots. The County of Orange was originally scheduled to be a 2018 launch county for Senate Bill 450 and is working toward compliance of its requirements. With the passage of the California Voter's Choice Act in late 2016, some California counties are now permitted to conduct elections using Vote Centers instead of polling places (followed by additional counties in 2020 and 2022).

As background, the California Voter's Choice Act is a permissive California election law requiring election officials to automatically mail a vote-by-mail ballot to all registered voters for each election. Election officials are required to replace polling places with a certain minimum number of ballot drop-off locations and Vote Centers. In the County, there will be 90 drop-off locations and approximately 188 Vote Centers.

Each Vote Center must be able to perform certain voter-related services, including enabling voters to:

- Cast a ballot in-person
- Drop-off their voted ballot
- Access same-day voter registration
- Receive a replacement by-mail ballot
- Use accessible voting machines
- Access language assistance and translated materials

More details about the specifics of the Voter's Choice Act can be found on the California Secretary of State's website at: <http://www.sos.ca.gov/administration/news-releases-and-advisories/2016-news-releases-and-advisories/california-legislature-sends-landmark-election-reform-bill-governor-brown>, which includes a detailed press release with links to the Voter's Choice Act requirements.

California Elections Code section 19006(a) further requires the County use a voting system that the Secretary of State has approved for use in California. Still, the County encourages all organizations and firms that are developing voting systems that are yet to obtain approval from the Secretary of State to respond to this RFP, especially if those organizations and firms are nearing the testing phase of their systems. Only systems with the ability to be certified by the Secretary of State (SOS), for use in California, on or before December 31, 2019, will be considered. This certification shall include all Voting Systems, parts of a Voting System, and Ballot Marking Devices. Although December 31, 2019, is the County's requirement, the goal is to begin implementing Voting Systems, parts of a Voting System, and Ballot Marking Devices on or before November 2020, with some components as early as March 2020.

For additional information on Voting System Certification in California, please see this webpage: <http://www.sos.ca.gov/administration/regulations/current-regulations/elections/voting-system-certification-regulations/>.



The Voting System shall also meet all requirements of federal law and State of California law/rules that address accessibility of Voting Systems. These laws/rules include:

- a. The Help America Vote Act (HAVA) of 2002
- b. The Americans with Disabilities Act (ADA) of 1990
- c. The Federal Rehabilitation Act
- d. The Voting Rights Act (VRA) of 1965
- e. The Election Assistance Commission's Voluntary Voting System Guidelines (VVSG)
- f. State of California Election Code
- g. SOS Administrative Regulations

The Offeror is to customize, configure, test, implement and support a Vote Center solution that fully complies with State requirements.

### **C. Services to be Provided:**

The solution must implement and comply with the California Voter's Choice Act (Senate Bill 450) of 2016 (the "Act") in the County of Orange. The Act is a permissive California election law, found in Elections Code section 4005, requiring election officials to automatically mail a vote-by-mail ballot to all registered voters for each election. Election officials are required to replace polling places with a certain minimum number of ballot drop off locations and Vote Centers. In Orange County, there will be 90 drop off locations and approximately 188 Vote Centers.

Under the Act, each Vote Center must be able to perform certain voter-related services including enabling voters to:

- Cast a ballot in-person
- Drop-off their voted ballot
- Access same-day voter registration
- Receive a replacement by-mail ballot
- Use accessible voting machines
- Access language assistance and translated materials

More details about the specifics of the Act can be found on the California Secretary of State's website at: <http://www.sos.ca.gov/administration/news-releases-and-advisories/2016-news-releases-and-advisories/california-legislature-sends-landmark-election-reform-bill-governor-brown>, which includes a detailed press release with links to the Act's requirements.

California Elections Code section 19006(a) further requires the County use a voting system that the Secretary of State has approved for use in California. Only systems with the ability to be certified by the Secretary of State (SOS), for use in California, on or before December 31, 2019 will be considered. This certification shall include all Voting Systems, parts of a Voting System, and Ballot Marking Devices.

Additionally, consistent with the responses outlined in Section II Submittal 3, Offeror's Proposal, the Vendor shall provide the following Voting System Components:

#### **A. Remote Ballot Management [VENDOR TO PROVIDE DETAILED SCOPE OF WORK WITH DELIVERABLES AND DELIVERY MILESTONES IF OFFERED]**

- B. Vote Center Voting Solution [VENDOR TO PROVIDE DETAILED SCOPE OF WORK WITH DELIVERABLES AND DELIVERY MILESTONES IF OFFERED]**
- C. Central Count Scanning and Tabulation [VENDOR TO PROVIDE DETAILED SCOPE OF WORK WITH DELIVERABLES AND DELIVERY MILESTONES IF OFFERED]**
- D. Election Night Reporting (ENR) [VENDOR TO PROVIDE DETAILED SCOPE OF WORK WITH DELIVERABLES AND DELIVERY MILESTONES IF OFFERED]**

1. Scope of Vendor Services

The Vendor must provide the Services scope of this project in a professional manner using only individuals of suitable training and skill. The Vendor shall provide the following services within the seven Voting System Solution Components as follows:

- a. System development, delivery, installation, testing, and appropriate operational diagnostics.
- b. Software and hardware improvements, upgrades, and modifications throughout the term of the agreement.
- c. County staff training
- d. Complete system testing during minor elections within the County. Should the County not hold a minor election with which to fully test the system, the Vendor will provide a comprehensive test election to fully exercise the system.
- e. Financing options for the purchase of the proposed system

2. Training of County Employees

The Vendor will provide a comprehensive program to train County staff in all aspects of the use of the proposed system. After this training, County staff will be able to fully utilize and support the proposed system without the intervention of Vendor staff.

3. Primary and Supplemental Services

Proposer agrees to provide services to the County required for the development, implementation, and continued support of the system during the term of the agreement. These services will include any supplemental services that are requested by the County and added to the scope during the proposal period or supplemental services that the Vendor deems a requirement to deliver quality services.

4. Prime Contractor Services

Any Proposer responding to this RFP must submit a Proposal as a Prime Contractor with total responsibility for the Proposed Voting System or individual Solution Component(s). The successful Vendor must assume single source, i.e., turnkey responsibility, and will be the sole point of contact for all Proposed System delivery, installation, operation, building modifications, testing, training, warranty, maintenance, problem determination, and resolution of the Proposed System of individual Solution Component(s). Since there are several Solution Components on which offerors can choose to bid, there could be one or multiple Prime Contractors awarded. See list of Solution Components on page 57.

Proposers must clearly explain planned use of subcontractors in their Proposal, including terms of any subcontract, capabilities, experience, and portion of the work to be performed by the subcontractors. The Proposer, as Prime Contractor, is responsible for Contract performance whether subcontractors are used. The awarded Vendor will be the sole point of contact for County about contractual matters including the performance of services and the payment of any and all charges. Current employees of the County may not participate as resources for subcontractors of the Proposer.

## 5. Deliverables

The Deliverables for this project are to be the products and services necessary for the successful acquisition and implementation of new voting technology for the County and the conducting of successful elections in 2020 and beyond with this new technology. The Vendor is to provide a list of the proposed Deliverables and estimated timelines for each, including certification of any solution or component requiring Voting System Certification by the California Secretary of State's Office. Additionally, in order to evaluate the ability of the Deliverables to meet the County's requirements, the Vendor is required to complete the Solution Components response section below.

### Solution Component Responses

The Vendor must complete the section(s) below for each of the Solution Components they are proposing. Additionally, **every** Vendor, whether responding to one or more of the Solution Component sections, must respond to the Security Requirements at the end of this section.

### REQUIREMENTS MATRIX INSTRUCTIONS

The matrices below were developed to assist Vendors in sharing information about proposed Voting System Solutions Components and whether they meet the needs of the County of Orange. This matrix has been designed to be both as simple as possible and as comprehensive as possible for all Parties involved in responding to this RFP and in reviewing and scoring the responses. Vendors are encouraged to provide detailed responses to these items.

The Vendor must assign a Subcategory Response Code to each listed solution requirement using only the values of 1, 2, 3, or 4. The Subcategory Response Codes can be placed directly in the matrices provided. The Response Code values and meanings are described as follows:

1 – **Yes.** The proposed solution ***provides full functionality for the requirement.*** Some configuration may be necessary, but not customization. This functionality is considered part of the base solution cost.

2 – **Yes with Customization.** The proposed solution ***provides partial functionality for the requirement.*** Customization and additional costs are required to meet full functionality and ***customization is being proposed.*** In such cases, the Vendor shall provide a description, in the Vendor Response column, of the partial functionality provided. If customization would cause a certification issue, please explain in the Vendor Response column. Customization Costs to provide complete functionality shall be included in the Cost Proposal in the Customization Cost category.

3 – **No.** The specific requirement is ***not met, and the Vendor does not propose a customization or service to meet it.*** In such cases, the Vendor shall provide in the Vendor Response column an explanation of the reason(s) for not proposing customization to meet the requirement, including any potential workaround options.

4 – **Not Proposing for Category.** The Vendor is ***not proposing a solution for requirements within the Requirement Category,*** but is proposing solutions to requirements in other table categories. For example, a Vendor may be proposing a solution that addresses Remote Ballot Management only. In this example, the Vendor would mark each Remote Ballot Management requirement with the appropriate Response Code and mark all the requirements in other categories with a Response Code of “4”.

The Vendor must also provide a detailed response for each individual requirement, as denoted by a Requirement Reference ID (for example, A-1). The Vendor shall provide a separate document listing each Requirement Reference ID, and the detailed response to that individual requirement.

#### **Remote Ballot Management (A)**

**Solution Description:** The County is seeking a Remote Ballot Management Solution comprised of an online ballot marking solution in order to serve both its thousands of military and overseas voters (also known as UOCAVA voters who are covered under the Uniformed and Overseas Citizens Absentee Voting Act), who receive electronic ballots, and its voters who have accessibility requirements. The County is also considering usage of this solution for any voter who would like to mark his or her ballot online, print out his or her selections, and bring the pre-marked ballot to a Vote Center in order to print, review, and have an opportunity to change any selections before finally casting the ballot in order to have a fast, in-person voting experience. Additionally, the County’s desired Remote Ballot Management Solution must include an Interactive Online Sample Ballot (IOSB) so that any voters desiring to, can go online and print a personalized blank sample ballot that can be filled out by hand or filled out online and brought to a Vote Center for use as a voting aid in the voting booth. An Offeror proposing a Remote Ballot Management Solution to the County must include all aspects of the Remote Ballot Management Solution described in this Solution Description. No partial Solutions will be considered for award by the County.

<b>Subcategory:</b>	<b>Requirement Reference ID:</b>	<b>Must Have Requirements:</b>	<b>Subcategory Response Code (1,2,3,4):</b>	<b>Must Have Requirement Detailed Response:</b>
Accessibility	A-1	Be fully accessible and compatible with voter-supplied accessibility tools and assistive technology devices. Ability for Interactive Online Sample Ballot (IOSB) and online ballot marking solution to be compatible with all major screen readers, tactile switches, closed captioning, sip-and-puff systems and other assistive devices that could be supplied by the voter.		
	A-2	California law allows for voters with accessibility needs to request an electronic ballot. Please describe how your solution addresses this process.		

	A-3	Demonstrates or exceeds Section 508 conformance on electronic and information technology (EIT) solutions. Section 508 requires that all EIT be accessible to people with disabilities. See <a href="https://section508.gov/content/learn/laws-and-policies">https://section508.gov/content/learn/laws-and-policies</a> .		
Administration	A-4	Ability for the solution to be fully customizable, including the ballot, related instructions, and general interface.		
Certification	A-5	Ability to be certified by the State of California by December 31, 2019.		
Integration	A-6	Ability to produce barcodes of voter choices that are integrated with on-demand ballot solutions that support printing pre-marked ballots. For example, a voter should be able to mark his or her ballot online, bring it to a Vote Center, and then use the Vote Center's on-demand ballot printing system to read the barcode and then print a pre-marked ballot. Describe this process for both printed barcodes, as well as barcodes on a smart phone, both of which could be brought to the Vote Center by the voter.		
	A-7	Ability to use output from a ballot creation system to create both the IOSB and the ballot. Describe any ballot creation systems and Election Management Systems that have been integrated with your software. List any jurisdictions for which you have performed this integration.		
Language	A-8	Ability to provide audio-ballot marking solutions and audio IOSB in all languages required by the County.		
Security	A-9	The solution must be secure. Describe the security (e.g., TLS version, authentication) of the solution.		
		Ability to use an authentication mechanism – integration with Active Directory is preferred – for administration tasks. Describe user account and password requirements for both client and server environments		
	A-10	The solution must have privacy controls and protect against attacks. Describe how the voter's data and selections remains private. Describe how the system is guarded against malicious attacks.		
	A-11	Proper logging of events should be in place, in order to detect what occurred in the event of an attack. This should use established standards. Describe if you use NIST's event-logging draft standard ( <a href="http://collaborate.nist.gov/voting/bin/view/Voting/ElectionEventLogging">http://collaborate.nist.gov/voting/bin/view/Voting/ElectionEventLogging</a> ), or if another standard is used.		

Functionality	A-12	Ability to handle Orange County's complex ballot and sample ballots. Describe the ability for the solution to handle a typical Orange County ballot, including: -Approximately 400 candidates, including candidate statements of qualifications. -Approximately 10 parties in a Primary Election (including crossover parties). -Approximately 200 contests. -Approximately 50 measures, including measure text and supporting documents. -Approximately 383 ballot styles (unique combinations of contests) in five languages.		
	A-13	Voter interface – including the ballot – must be easy to understand and navigate. Describe how a voter navigates the proposed system.		
	A-14	Ability to show an unmarked ballot, but also support optional onscreen ballot marking. Allow voter to print or download a marked ballot as a guide for voting.		
	A-15	Must be compliant with the Military and Overseas Voter Empowerment (MOVE) Act. In step-by-step detail, please describe the process for sending and providing ballots electronically to military and overseas voters via your organization's Remote Ballot Access for UOCAVA voters.		
	A-16	Ability for dual paper trails and dual electronic trails.		
	A-17	Be hardware/platform neutral, including computers, mobile devices, and smart phones. Should support all major browsers and devices. Ideally, it would leverage responsive design (i.e., one code base; all devices).		
Technical	A-18	Solution must have an established architecture. Provide a network diagram. If it is a hosted solution, provide where and how it is hosted. If it is hosted by the County, supply a network diagram of how the solution will be implemented.		
	A-19	Ability to put systems in place designed to support minimum bandwidth requirements to support a good user experience as specified: Minimum of 1000 simultaneous users.		

### Vote Center Voting Solution (B)

**Solution Description:** The County is seeking a Vote Center Voting Solution to support its 1.5 million voters. Each of the County's approximately 188 Vote Centers must be able to process over 2,000 voters each day, during a nine (9)-hour voting day throughout a 10-day election period. The County's Vote Center Voting Solution must include a Ballot Creation and Output Management component for generation of electronic ballots as well as ballot files for printing of the County's ballots that must be mailed to all County registered voters as a requirement of SB 450. On-Demand Ballot Printing for use in a Vote Center environment is part of this overall Vote Center Voting Solution as is an Accessible

Voting/Onscreen Ballot Marking Device. Voter-Initiated Scanning is required in all County Vote Centers as part of the Vote Center Voting Solution as is a Tabulation Solution. An Offeror proposing a Vote Center Voting Solution to the County must include all aspects of the Vote Center Voting Solution described in this Solution Description. No partial Solutions for Section C will be considered for award by the County.

Subcategory:	Requirement Reference ID:	Must Have Requirements:	Subcategory Response Code (1,2,3,4):	Must Have Requirement Detailed Response:
<b>Ballot Creation and Output Management</b>				
Certification	B-1	Ability to be certified by the State of California by December 31, 2019.		
Integration	B-2	Import/export ballot information and voter registration information files to be exchanged from/to Orange County's Election Management System (EMS) supported by DFM. Need to be able to import all data elements that are needed to create the ballot. This includes, but not limited to, contest titles, candidate names, election information, candidate details, proposition text, ballot headings, instruction text, number of valid choices, number of write-ins, rotation information, precincts, districts, contest to district association, ballot position, contest parties, crossover party allowed, etc. Note: Please list in which jurisdictions you have conducted previous DFM integrations, or if none, please list jurisdictions where you have conducted previous EMS integrations and name the various EMS systems.		
	B-3	Ability to provide export information to support ballot insertion/sorting equipment. This includes but is not limited to information regarding ballots printed, which is required for inserting. Also describe the ability to integrate printing ballots with inserting those ballots for mailing.		
	B-4	Ability for the Voting System to automatically select and issue a ballot using output from the California certified electronic poll book systems. The Voting System must be able to read the voter's precinct, party and language from a printed receipt from the electronic poll book system, which may include a 1-Dimensional or 2-Dimensional barcode and issue the correct ballot. Please describe how the Voting System meets this requirement, and what would be required of the electronic poll book system.		

Language	B-5	Ability to support multiple languages required by federal, state and County code recognizing the County's growth and diversity. The County of Orange currently supports: Spanish, Chinese, Korean, Vietnamese, Tagalog, and Farsi, in addition to English, and anticipates extensive growth in this area. Accommodate an unlimited number of languages for an election. Provide which character sets are supported outside the English alphabet. Please explain the capabilities of your system to handle multiple languages.		
	B-6	Support audio ballot creation by recording with unlimited multilingual audio capacity. Ability to record audio separately, and import into the ballot creation system.		
	B-7	Ability to lock down language translations one at a time, without creating a separate election database each time the translations are finalized.		
	B-8	Ability to translate text separately, and import into the ballot creation system. Ability to translate a text string globally, or individually. Specifically, ability to translate for all occurrences of a string such as "Attorney and Teacher," or to translate for the individual occurrence of that string, and have a separate translation for another occurrence in the ballot of that string.		
Layout	B-9	Allow authorized users the ability to create custom voter instructions that may include images.		
	B-10	Ability to globally edit ballot information. For example, if a candidate name has changed, it can be changed in one place, and all affected ballot styles are automatically updated.		
	B-11	Provide for standard ballot layout templates to be edited for ease of election specification.		
	B-12	Provide an authorized user the ability to customize the standard ballot layout templates.		
	B-13	Provide software capability for authorized users to create newly defined ballot layouts or templates.		
	B-14	Allow for creation of two-sided and multipage ballots. Note: Please explain how your system handles the creation of multipage ballots.		



	B-15	Provide a mechanism for the definition of the ballot, including the definition of the number of allowable choices for each office, contest, measure, and for special voting options such as write-in candidates. Note: Please state your solution's maximum number of potentially active voting positions (arranged to identify party affiliations if a primary election), offices, and their associated labels and instructions, candidate names and their associated labels and polling instructions, and issues or measures and their associated text and instructions.		
	B-16	Provide for the retention of previously defined ballot layouts or templates.		
	B-17	Support multiple elections at the same time.		
	B-18	Allow for shading, colors, and graphic features, such as boxes or lines, to be used to enhance ballot appearance and readability. Note: Please include with your Proposal a sample ballot from your solution that highlights your solution's capabilities and flexibility. Please include all options including use of various fonts and colors.		
	B-19	Ability to support flexible ballot layout including the use of various fonts and font sizes and characters outside the English alphabet. Describe how the ballot creation system supports this.		
	B-20	Configure target mark (left or right). Note: Include options for target areas in response.		
	B-21	Have optional text on back of ballot (candidate statements).		
	B-22	Ability to spellcheck a ballot directly from the system.		
	B-23	Ability to adjust targets to support fold lines.		
	B-24	Ability to make changes to any ballot information, data, or text without affecting other ballot styles, information, data, or text on the ballot.		
	B-25	Ability to have candidates rotate on the ballot according to California law. This should be done without having to manually define the rotation. Ideally, the rotation will be defined by the EMS and imported into the ballot creation system.		
	B-26	Ability to support crossover parties according to California law. Crossover party ballots should be identifiable by the voter on the ballot. Describe how the ballot creation system is able to support this functionality.		
	B-27	Ability to define an unlimited number of parties.		
	B-28	Ability to support large blocks of text for instructions, etc.		

	B-29	Ability to make formatting changes based on ballot style. For example, be able to force a contest to a new column only for one ballot style at a time.		
	B-30	Ability to support large numbers of candidate, candidate information and text in a contest. Describe how the system can support at least 400 candidates, 50 measures, 250 contests, instructions, ballot headings, and measure text. Describe the largest number of candidates a contest can reasonably support on paper and electronic ballots.		
Printing & File Output	B-31	Ability to easily and quickly create all necessary election media. Describe how the ballot creation system will output ballot content to an election media device for use in equipment (ballot marking devices, scanners, tabulators, etc.).		
	B-32	Ability for output ballot content to accommodate accessible voting, including, but not limited to, adjustable audio and visual output. Note: Please detail capacity limits of data fields for accessible voting (e.g., font sizes, display options).		
	B-33	Ability to produce ballot content output for paper ballot printing, with the following capabilities: -Accommodate non-proprietary, print-ready format (e.g. PDF). -Handle multiple font features and images. -Handle special character sets associated only with non-English languages. Note 1: Please provide your ballot size capabilities and layout options. Note 2: Please provide information about your system's font capabilities (e.g., typefaces, sizes, kerning and leading, color, bolding, underscoring, and italics).		
	B-34	Support the use of ballot on demand technology for Vote Centers and supply ballot PDFs and other necessary file outputs for these devices. Please describe the outputs.		
	B-35	Ability to support the use of outside vendors to print ballots, including the ability to export ballots via PDF to send to external print vendors or use these files in the County's own print facility. Describe how ballot files are created and how quickly they can be created. Over 1.5 million ballots must be printed each election, so the print files must be efficiently created. Describe your system's ability to print this large volume of ballots and the amount of time required to produce this volume on one system.		
	B-36	Export ballots (via PDF or other formats) for use in a remote ballot access solution for military and overseas voters and/or accessible voters that could include an option for online ballot marking.		

	B-37	Ability to print or output ballot files from a print queue that can be easily created by a County user. Describe your system's ability to use print queues that a County user can produce.		
Security	B-38	Election media must be secure. Describe security controls of election media. For example, election media data must be encrypted. Describe the highest possible encryption level.		
	B-39	Have redundancy capabilities built into the ballot creation solution. Note: Please explain any general and real-time redundancy features.		
	B-40	Ability of audit logs to indicate any unauthorized access of any ballot or ballot creation data or system intrusion.		
	B-41	Ability to require multifactor authentication for important ballot creation tasks. Describe the appropriate security features. Describe if the authentication/user management system has the ability to alert administrators when users fail the authentication too many times and/or lock out after a number of failed authentication attempts.		
Testing	B-42	Ability to provide a test mode which supports testing to validate the correctness of election programming for each voting device and ballot style and ensure that the ballot display corresponds with the installed election program. Allow all operations to be conducted in test mode, but prevent the combining of these test mode results with live election results.		
	B-43	Ability for a mock election setup and support for public use prior to the initiation of a live election.		
	B-44	Generate sample ballots for each ballot style that will not be accepted or counted by a scanner.		
	B-45	Generate a consolidated sample ballot containing all races, issues, and questions.		
Accessibility	B-46	Ability to allow a voter to vote a provisional ballot with the same accessibility as a non-provisional ballot. Describe how provisional ballots are issued and recorded.		
	B-47	Ability to have ports available for voter-supplied accessibility tools and assistive devices. Ability to allow for connection of these personal assistive devices, such as sip-and-puff systems, tactile switches, and other accessibility tools that could be supplied by the voter. Please describe such capabilities provided by your system and how they allow the voter to interact with the system. Describe the type of ports to allow this and how the system protects against unauthorized access through these ports.		

	B-48	<p>The system must have audio capabilities for blind, visually impaired, and other voters who may require audio assistance. Please describe the following in regard to audio capabilities:</p> <ul style="list-style-type: none"> <li>-How the audio ballot provides the same information as the readable ballot.</li> <li>-How a voter can review, edit, and change their write-in input using the audio capabilities.</li> <li>-How a voter can select their language using the audio ballot.</li> <li>-How the system has audio capabilities in all languages.</li> <li>-Ability for a voter to change volume and/or speed of an audio ballot. Explain how the voter can fast-forward through instructions and measure text.</li> <li>-Ability for a voter to mark a ballot and print the marked ballot.</li> <li>-When printing a marked ballot, describe how a voter using the audio interface can verify his or her selections.</li> <li>-Ability to verify the ballot.</li> <li>-If applicable to the device, the ability to review the Voter Verifiable Paper Audit Trail (VVPAT) by voters who cannot see or read the VVPAT. This requires a feature that enables read-back from the physical VVPAT.</li> </ul>		
	B-49	<p>Ability to adjust the size, text and other visual properties of the electronic ballot. Please address the following:</p> <ul style="list-style-type: none"> <li>-Ability to display a high contrast ballot.</li> <li>-Ability to adjust the font size.</li> <li>-Ability to zoom in to a portion of the ballot.</li> <li>-Ability to be restored to initial settings after the voter casts the ballot, so it is ready for the next voter.</li> <li>-Ability for the voting screen to remain glare-free regardless of positioning.</li> </ul>		
	B-50	<p>Ability to 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. 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, mobility, and cognitive impairments. Explain how your system meets EAC accessibility standards for voting systems.</p>		

	B-51	Ability to meet the standards for accessible voting systems in California. The font size of the text on the ballot must be able to be configured to be in accordance with California Election Code and California Secretary of State Regulations. Please provide how the system can comply with these requirements. Additionally, describe the maximum number of choices that can fit in a contest on a paper and electronic ballot. The County often has contests with over 30 candidates, and the system must support this as a minimum.		
	B-52	Ability to include a privacy enclosure or voting booth that contains the electronic voting device(s) designated for voters with disabilities and complies with the Americans with Disabilities Act Accessibility Guidelines (ADAAG), providing sufficient dimensions to allow access to voters who use wheelchairs. Please explain how your voting device complies with all forward and side reach requirements of the ADA and ADAAG.		
	B-53	Ability for the devices to be physically accessible. Describe how the voting devices are adaptable for voters with disabilities either through adjustability of the device or the voting booth, or inclusion of an auxiliary device. Please describe the following: -The auxiliary voting device must be lightweight and removable making it portable for use on a voter's lap, or provide your alternative solution. -The accessible alternative input devices. List such devices and explain the operation of each device and how it accommodates voters with disabilities. -How your voting device can be repositioned to accommodate a variety of voters with disabilities. Include any information about the ability of the voter to independently adjust the device. -How the ballot is activated, and specify how it may be used easily by voters, including voters with disabilities. -How your voting unit adequately provides privacy for a voter who uses a wheelchair. -Any additional features of your system that are designed to accommodate voters with disabilities.		
	B-54	Ability for the devices to support curbside voting. Describe how the voting devices can be easily brought by Vote Center staff to a voter in their vehicle. Describe how a voter would complete the ballot while remaining in their vehicle.		
	B-55	Ability for the devices to be accessible to blind and visually impaired voters. Verify that buttons or text on the devices are also in braille.		
Auditing	B-56	Ability for every device that records ballot records to maintain internal records of each ballot for auditing purposes.		

	B-57	Ability to retain an electronic image of each voted paper ballot in a non-proprietary format. Please describe the following: -The format(s) you offer for ballot images. Also, describe how your system handles adequate resolution of saved images relative to the paper original. -How each electronic image will retain its relationship to the voted paper ballot and any reduction in resolution or compression used before retention of the image.		
	B-58	Ability to display the unit serial number(s) of tabulation devices both physically and within any applicable software, logs, or reports.		
	B-59	Ability to facilitate recounts, manual hand counts, and risk limiting audits. Please describe: -The level of granularity ballots or vote records can be printed. For example, by precinct, by batch, by individual ballot, individual voting device, etc. -Describe all capabilities of the system to support recounts, manual hand counts, and risk limiting audits. -Ability for auditing to be at a level to support a risk-limiting audit. Please describe how the system supports the capabilities to conduct a risk-limiting audit.		
	B-60	Ability for all activities by Vote Center staff and voters to be logged. Describe the detail of logging in the system.		
Certification	B-61	Configure target mark (left or right). Note: Include options for target areas in response.		
Functionality	B-62	Ability for the ballot definition data to be easily transferred from the ballot creation system to the Vote Center devices required in the County for approximately 188 Vote Centers. Describe how the ballot definition data is loaded onto the various Vote Center devices. Describe the activities required to remove the old election data, and the activities required to load the new ballot definition data. Describe what needs to be done to each individual device.		
	B-63	Ability for the cast votes to be transferred to the tabulation system. Describe the various places the cast votes are stored on the applicable Vote Center equipment and how those stored votes are transferred to the central tabulation software. Describe the type of media used to transfer the cast votes. If the media fails, describe the other methods to retrieve the cast votes.		
	B-64	Ability to quickly scan paper ballots considering the large number of voters in the County. Please describe the following: -The speed of your Vote Center ballot scanner in number of sheets per hour. -The entire process a voter must go through to submit		

		<p>their printed ballot. Include all use case scenarios, such as scanning a blank ballot, and undervoted ballot, a ballot with write-ins, and overvoted ballot, etc.</p> <p>-How acceptance/rejection criteria for ballot marks are defined for the Vote Center ballot scanners and what criteria are configurable by County users.</p> <p>-How your Vote Center scanner is impacted by ballots containing fold creases or other irregularities.</p> <p>-How many ballot scanner devices would be needed at a Vote Center to accommodate up to 2,000 voters in a day.</p>		
	B-65	Ability to provide Vote Center devices for approximately 188 Vote Centers in the County. Please provide a recommendation on how many devices would be needed to support more than 2,000 voters in a day for 188 Vote Centers. Provide a breakdown of the number needed of each type of device, considering the requirements and the Scope of Work of this RFP.		
	B-66	Ability for the devices to notify the voters of exceptions such as errors, overvotes, undervotes, etc. before accepting the ballot. Include all possible scenarios, and which ones can be overridden by the voter. Include how a voter can review the options. Indicate whether they review one exception at a time, or if the voter can override all exceptions, or both.		
	B-67	Ability to handle, and reliably account for, multipage ballots, including when the pages become separated from each other. Ability to count votes regardless of the sequence that pages are scanned or if some pages are not scanned. Please describe how your system reliably accounts for multipage ballots, including when the pages become separated from each other.		
	B-68	Ability to include a public counter, which shows the number of ballots processed.		
	B-69	Ability to display a protective counter showing the count of all ballots processed on the equipment, which is not reset after an election.		
	B-70	Ability for the scanner to accept ballots in any of the four possible orientations, and upside down.		
	B-71	Ability for the system to identify and reject ballots that are not valid, including sample ballots. Please describe how your system in the Vote Center identifies ballots that have been printed on nonstandard paper or on a home printer.		
	B-72	Ability for a ballot that is activated for the voter to display prominent ballot identifiers, including precinct, party, and similar identifiers, in order to give the voter the opportunity to verify that he or she will be voting on the correct ballot.		

	B-73	Ability for a ballot marking device to automatically return to a state, such that the next voter cannot learn how the previous voter voted, once the paper ballot is printed. Describe how this is accomplished.		
	B-74	Ability to update audio recordings on the devices without updating other election information, or creating a new election. Explain the process and procedure, with time frames, required to reprogram the audio read-back on the voting device in the event that there is a change to a name or contest on the ballot in the final few weeks before an election.		
	B-75	Ability to record the votes cast for write-in candidates for any contest that allows write-in candidates. This capability shall allow the entry of as many names of candidates as the voter is entitled to select for each contest as defined in the ballot creation process. Please explain how your proposed system allows for write-in votes for any authorized contest.		
	B-76	Ability to add certified write-in candidates that will be presented to the voter if the voter requests to view it. Describe when and how the certified write-in candidates can be added to the devices.		
	B-77	Ability to issue paper ballots on-demand for the correct precinct, party, and language. Describe the process for Vote Center staff to issue the correct paper ballot. Include how Vote Center staff can do this manually and how this can be done using an automated method, such as a barcode scanner.		
	B-78	Ability to use separate voter instructions for an electronic or audio voting session.		
Hardware	B-79	Ability for the devices to be easily transported, both in delivery and by individuals. Describe the following: -Specifications, including dimensions and weight. Be sure to include these specifications when prepared for transport by delivery vehicles and individuals. The weight should be light enough for a Vote Center staff member to be able to lift and carry. -How the devices are stored and transported. Include the footprint, and how the devices can be transported in delivery vehicles. -How the devices are protected during transport from movement, and elements such as moisture. Include the steps required by elections staff, and poll workers to set up, and close the equipment to prepare for transport.		
	B-80	Ability for the devices to be self-standing, as opposed to a requirement for the devices to be placed on a table.		



	B-81	Ability for the devices to be stored between elections, using minimal warehouse space. Include the footprint, and environmental requirements, such as temperature restrictions.		
	B-82	Ability for Certification by December 31, 2019, for use in California by the Secretary of State of a black and white ballot on demand print solution. Describe: Any/all printers currently certified or will have the ability for certification by the above referenced date. Include make and model and printing specifications specific to each. Additionally, please describe any abilities for printing ballots using color printers, including the required watermark and tint. Describe how the printers are capable of supporting over 2,000 voters a day at each Vote Center for a 10-day voting period.		
	B-83	Ability to be used with standard electrical requirements. Describe the standard electrical requirements for use at a polling place or Vote Center. Describe the power draw for each device.		
Integration	B-84	Ability to print pre-marked ballots from online marking systems. Describe how the system can read a barcode created from an online marking system, or a barcode on a smart phone, and print the voter's ballot with the voter's selection.		
	B-85	Ability to accept printed ballots from other on-demand systems. Please describe in detail from which ballot on demand printers/vendors your system can accept printed ballots.		
Maintenance	B-86	Ability to reset screen calibration, including between uses in an election. Please describe how your electronic voting equipment logs such calibration and produces any warnings when calibration needs to be reset.		
	B-87	Ability to maintain the equipment between elections with minimal effort. Please describe the following: -How the votes cast data, and the log data is downloaded after the election. -How the devices are cleared of data between elections. -Describe all maintenance activities required between each election, including testing the software, inspecting the hardware, preventative maintenance, equipment preparation before an election. Be detailed and all-inclusive in your response.		
	B-88	Ability to maintain the equipment while requiring minimal replacement of parts and consumables. Describe the parts and consumables that need to be replaced between each election. Describe how these parts and consumables are replaced. Be detailed in the procedures to replace the parts and consumables.		

Reliability	B-89	Ability to store vote records in multiple locations. Describe all places where vote records are stored and how they are retrieved if necessary.		
	B-90	Ability to use a real-time clock that will continue to run during a power loss and when batteries are no longer charged.		
	B-91	Ability to provide, in the case of power interruption, a means for voting operations to continue for eight (8) hours. This feature shall consist of either an uninterruptible power supply (UPS) or other means to keep electronic voting equipment active. Please specify how your system will provide battery backup, how long it can run on battery power, and how it indicates power loss or low-battery state, so that election staff or election officials can take appropriate steps.		
	B-92	In the event of the failure of a voting device, ability to retain a record of all votes cast prior to the failure. Please explain how your system retains and reports votes cast in the event of an equipment failure, or a loss of all types of power.		
	B-93	Ability to easily understand equipment errors. Describe how the devices display errors to help Vote Center staff troubleshoot the issues.		
Security	B-94	Ability for the devices to be protected from tampering with minimal use of tamper evident seals. Describe which areas on the equipment should have tamper evident seals. Describe how to minimize the number of places on the hardware that can be opened. These areas should be able to easily use numbered seals on voting devices, printers, and scanners/tabulators for use in the Vote Center.		
	B-95	Ability to alert user of any attempt of security breach of data. Describe the ability for audit logs to indicate any unauthorized access of any election information data or system intrusion.		
	B-96	The Vote Center devices must be secure. Describe how the data is protected when it is stored. If encrypted, provide the type and level of encryption.		
	B-97	Ability for unauthorized devices to be prevented from being introduced to the Vote Center. Include prevention measures for devices that are not part of the Vote Center solution, as well as devices that are part of the Vote Center solution, but are not pre-authorized for the election. For example, describe how it prevents unauthorized devices from being introduced, such as a flash drive, in addition to actual components of the system that were not defined for the election.		

	B-98	The transmission of any data must be secure. Describe how the transmission of data is secure, and include types and levels of encryption. Describe the type of data transmission, if any, is required to occur in your system and please describe how this process works.		
	B-99	Ability to only allow ballots to be cast that are authorized by Vote Center staff. Describe how votes cast are restricted to only ballots authorized by the Vote Center staff.		
	B-100	Ability to support multifactor authentication during the startup process. Describe how multifactor authentication can be implemented for Vote Center staff to start up the voting devices.		
	B-101	Ability to require authentication for Vote Center staff to activate a ballot. Describe the authentication used for Vote Center staff to activate an electronic or paper ballot.		
	B-102	Ability to detect tampering of the hardware. Describe how the hardware is designed to help detect tampering, and to accommodate tamper evident seals. Describe how there are minimal “false positives” when implementing these procedures to detect hardware tampering. For example, seals should not be easily broken in transport or accidentally broken by Vote Center staff.		
Testing	B-103	Ability to support Logic and Accuracy testing for the accessible ballot marking equipment, including user created automated scripts with various vote patterns (e.g. 1,2,3 or 1,1,1 or 1,2,3,4,5...). Describe how the devices can be used to conduct Logic and Accuracy testing.		
	B-104	Ability to test equipment without affecting the election. Describe how the equipment can be tested with the same election data in test mode, without affecting any live election activities.		
Usability	B-105	Ability for the Vote Center scanning devices to read and tabulate paper ballots that are printed by both the accessible voting devices and the on-demand ballot printers.		
	B-106	Ability for the devices to be easily used by Vote Center staff. Describe in detail the steps required and the menus used by the Vote Center staff to open the polls for voting. Include the entire process starting from physically opening the devices.		

	B-107	Ability for the devices to be easily closed by the Vote Center staff at the end of voting. Describe in detail the steps required and the menus used by the Vote Center staff to close the polls. Describe how Vote Center staff can balance the number of voters and ballots cast. Describe how Vote Center staff close the polls electronically and physically close the devices to prepare for transportation.		
	B-108	Ability for the devices to be used by the voters with minimal directions. Describe in detail the steps required and the menus used by the voters to cast a ballot. Include the entire process starting from printing a blank ballot, or marking and printing a ballot. Include the steps necessary if a voter wishes to correct a choice.		
	B-109	Ability for the voter to understand how to interact with the equipment. Describe the indicators or directional instructions on the devices that make the equipment easy to use. Also, describe how Vote Center staff are alerted if the voter is in an error state.		
Verifiability	B-110	<p>Ability for the voting equipment to produce voter verifiable paper audit trails when necessary according to California law and regulations. Describe the voter verifiable paper ballot trails, including:</p> <ul style="list-style-type: none"> <li>-Compliance with federal and state certification requirements.</li> <li>-The use cases with which devices paper ballot trails are generated.</li> <li>-How the paper ballot trail is generated.</li> <li>-How voter selections are “read back” to the voter before casting the ballot for visually impaired and other voters that require audio assistance.</li> <li>-How paper audit trails can be used in a standard audit, a risk limiting audit and a recount.</li> <li>-Any automated methods to recount using paper audit trails (such as barcodes).</li> <li>-The type, size, and characteristics of the paper used for a paper audit trail.</li> <li>-How many votes can be recorded on a paper audit trail before it needs to be replaced.</li> </ul>		
	B-111	Ability to verify choices before casting a vote. Describe how prior to casting the vote, the devices display (visually or using audio, as applicable) a summary indicating the choices made or skipped.		

	B-112	Ability for a voter to change a selection until the voter is satisfied with the choice at any time prior to the final casting of a ballot or printing a marked ballot. Please describe how your proposed voting system allows the voter to review and/or modify his/her selections before final casting of the vote or printing of the marked ballot. Describe how the system alerts the voter that the ballot will be cast and final, and assures the voter when the ballot was properly cast.		
<b>Tabulation</b>				
Auditability	B-113	Ability to extract ballot images from the databases. Describe how this can be accomplished. Describe the ability to filter, when extracting, on fields such as precinct, batch, scanner, etc.		
	B-114	Ability to display the unit serial number(s) of tabulation devices both physically and within any applicable software, logs, or reports.		
Certification	B-115	Ability for the tabulation system to be certified by the State of California by December 31, 2019. It must also be easily conformed to the state regulations for tabulation systems. Please describe how the system meets these requirements.		
Functionality	B-116	Ability to quickly read and tabulate vote records. Describe how votes are transferred to the tabulation system. Please describe: -The type of media used that is read into the tabulation system. -The process of reading and tabulating votes. The inclusion of diagrams and screenshots is preferred. -The number of stations or readers that can be used simultaneously to read the votes. -The limit of the number of votes that can be recorded on the media.		
	B-117	Ability to tabulate votes for a large jurisdiction quickly. Describe how long it takes to tabulate 100,000 votes of various voting methods, precincts, parties, etc. Please be specific in your response.		
	B-118	Ability to roll back an individual scanned ballot batch, so it can be rescanned and re-tabulated. Describe the process to be able to perform this.		
	B-119	Ability to roll back an individual media of cast ballots that was read, so it can be reread and re-tabulated. Describe the process to be able to perform this.		
	B-120	Ability to cross-check between scanning and tabulation to verify that number of accepted ballots equals number of tabulated ballots. Describe how this can be accomplished.		
	B-121	Ability to support multiple elections at the same time.		

	B-122	Ability to accept provisional ballots. Describe the ability to accept provisional ballots to be included in the tally. Describe how provisional ballots can be included manually and how they can be included in bulk. Describe the ability for provisional ballots to only include eligible contests within a particular ballot, based on the voter's precinct and party (for primaries only).		
	B-123	Ability for the tabulation system to support reading multiple storage devices simultaneously. Provide a network diagram showing how the tabulation system is connected to any other systems required to download vote records or produce report results.		
Hardware	B-124	Describe the specifications of the hardware required to run the tabulation system. Describe the Operating System required.		
Integration	B-125	Ability to import election night voter registration counts for active voters and report the percentage of turnout relevant to the vote tally for active voters. For primary elections, this must also include party breakdowns.		
	B-126	Ability to aggregate and report on results from other systems. Describe other voting systems or vendors with which the proposed tabulation is integrated, in order to support the ability to aggregate results from various systems. Describe how results are aggregated from multiple systems.		
Recounts	B-127	Ability to facilitate recounts, manual hand counts, and risk limiting audits. Please describe: -The level of granularity of results can be printed. For example, by precinct, by batch, by individual ballot, individual voting device, etc. -Describe all capabilities of the system to support recounts, manual hand counts, and risk limiting audits.		
Reporting	B-128	Ability to export results data, and update results for the public every thirty (30) minutes. Please describe: -The format of the exports (tab delimited, CSV, XML, PDF, etc.) -The different export jobs that are predefined. -The length of time that it takes to run an export of cumulative results for every contest, precinct, and party in a typical County Primary and General Election. -How export jobs can be customized or filtered. -If there is the ability to create custom or ad-hoc exports and save them for future use.		

	B-129	Ability to create election results reports, and updates results for the public every thirty (30) minutes. Please describe: -The various results reports that can be run. -If the results reports can be exported to PDF, CSV, XML, Excel, tab delimited, etc. -The length of time that it takes to run a report of cumulative results for every contest, precinct, and party in a typical County Primary and General Election. -How reports can be customized or filtered. -If there is the ability to create custom or ad-hoc reports and save them for future use.		
	B-130	Ability to prepare election result reports to be published on election night via the Internet. Describe the language of the report (e.g., HTML), and if it is customizable. Provide a screenshot.		
	B-131	Ability to transfer election results to the State of California's election reporting system. Describe how this export is defined and generated.		
	B-132	Ability to report write-in results, to include the actual write-in names, on any report. Describe how this is a user configurable option to include or exclude for all of the reports and exports.		
	B-133	Ability to redact or combine results at a precinct level to protect voter secrecy. Describe how this can be accomplished.		
	B-134	Ability to report a list of all undervotes, overvotes or write-in votes, etc. in the reports and exports. Describe how this is a user configurable option to include or exclude for all of the reports and exports.		
	B-135	Ability to create a report of the Statement of Votes. Describe the format of this report, and how it conforms to California's requirements.		
	B-136	Ability to print "zero reports" prior to first upload of voting results.		
	B-137	Ability to customize text strings in the reports. Provide which text strings can be customized, including, but not limited to: -Report headers (e.g. "Unofficial" or "Final Unofficial") -Vote methods -Contest titles -Candidate names		
	B-138	Ability to include creation date, time, and page numbers on all reports.		
	B-139	Ability to sort by candidates with the most votes. List the reports where candidates are sorted by the most votes.		
	B-140	Ability to display political party designation for each candidate for partisan elections.		

	B-141	Ability to report exceptions and problems. Describe how the tabulation system can report missing precincts and polling places. Describe any other reports that may be helpful in detecting problems.		
	B-142	Ability to detect errors. Describe how the tabulation system reports errors to the users and the specificity of the error messages.		
Security	B-143	Ability for audit logs to indicate any unauthorized access of any reporting data, results data, or system intrusion.		
	B-144	Ability for the tabulation system to be secured with encryption. Describe the encryption levels and types and how it is used on the tabulation system, and any other devices associated with it.		
	B-145	Ability for the tabulation system to support multifactor authentication for important tabulation tasks. Describe how multifactor authentication is applied to the tabulation system.		
	B-146	Ability for the tabulation system to have role- and group-based authentication. Describe how the system implements role- and group-based authentication to manage access.		
	B-147	Ability to prevent unauthorized devices or media from being introduced to the tabulation system. Include devices that are not part of the tabulation system, as well as devices that are part of the tabulation system, but are not pre-authorized for the election.		
	B-148	Ability for redundancy capabilities to be built into the tabulation system. Please explain any general and real-time redundancy features. Describe the steps to backup and restore a tabulation database.		
	B-149	Ability for the tabulation system to remain secure. Describe how the Operating System is patched and upgraded. Describe malicious detection tools that can be loaded. Describe the typical lifecycle of the current Operating System and if there is an LTS (long-term support) version. If an LTS version exists, describe the typical length of time in which the company/developers support it.		
	B-150	Ability for the tabulation system to be locked down. Describe how unused services and ports can be disabled.		
Testing	B-151	Ability to allow County personnel to set voting patterns to test results reporting. Describe how this can be accomplished by County personnel.		
	B-152	Ability to support multiple phases of logic and accuracy testing. Describe the ability for testing to be performed for the current election with the assurance that test results are segregated from the actual election results.		



	B-153	Ability to test the tabulation. Describe the ability for testing of all tabulation activities to be performed for the current election with the assurance that test results are segregated from the actual election results.		
--	-------	--	--	--

### Central Count Scanning and Tabulation (C)

**Solution Description:** The County is seeking a high-speed Central Count Scanning and Tabulation Solution to support its 1.5 million voters. This solution requires flexible resolving options and data integration, with all scanning and tabulation required to be completed in a 10-day period for an election. The County centrally scanned and tabulated approximately 700,000 ballots, or 1.4 million sheets, in both the 2016 and 2018 General Elections, and the County expects this number to grow in the future. An Offeror proposing a Central Count Scanning and Tabulation Solution to the County must include all aspects of the Central Count Scanning and Tabulation Solution described in this Solution Description. No partial Solutions will be considered for award by the County.

Subcategory:	Requirement Reference ID:	Must Have Requirements:	Subcategory Response Code (1,2,3,4):	Must Have Requirement Detailed Response:
Adjudication	C-1	Ability to quickly adjudicate or resolve overvotes, undervotes, write-ins, and damaged voting targets (voting targets that the system can't read). Please address the following: - Describe the complete process required for a user to view and resolve the contests that require adjudication. Provide diagrams and screenshots to illustrate. Describe the features that allow this to be done quickly. -Describe user configurable options to automatically resolve, or require manual resolution in each of the above categories. Defaults should be set to require manual resolution on all categories, unless the user changes the setting. -Describe how users are quickly able to identify why the contest is being presented to them for adjudication.		
	C-2	Ability to easily manage the adjudication process. Describe the following: - How users are able to adjudicate the unresolved contests while scanning is still occurring. - If adjudication can occur from a central computer (or computers) for all scanners, or if there is a limitation on the number of scanners for which an adjudication station can be used. - How to track what is left to be adjudicated. - How multiple users can be adjudicating contests at the same time. Indicate if they can adjudicate contests from all scanners from any adjudication station. Please include a network diagram to demonstrate how the		

		adjudication stations are connected to the scanning stations.		
	C-3	Ability to quickly adjudicate write-ins. Describe the following: -If the system is able to only require manual resolution for contests that have qualified write-ins. Contests without qualified write-ins can be automatically resolved. - How users adjudicate write-in contests. Describe the step-by-step process for a user, and describe the features that allow this to be done quickly.		
	C-4	Ability to filter and view adjudicated contests. Describe how the system allows a user to filter all contests by adjudication type and what selection was made. Include all filtering options, such as contest, precinct, etc.		
	C-5	Ability to physically locate a specific ballot in a batch of ballots. Describe how this can be accomplished.		
	C-6	Ability to record overvotes, undervotes, and unresolved write-ins for tabulation purposes. Describe how these are recorded and ultimately reported.		
Certification	C-7	Ability to be certified by the State of California by December 31, 2019.		
Functionality	C-8	Ability to scan at least 300 ballots in a batch. Identify the minimum number and maximum number of sheets that can scanned in each batch.		
	C-9	Ability for an end user to verify sheets scanned, ballots scanned, ballots accepted, and ballots rejected prior to saving the batch of ballots to the system.		
	C-10	Ability to go back and view batch information and ballot images in the batch. Please describe: -How the system allows a user to go back and view the details of a batch. -List all the information the user is able to view after the batch is scanned. -The ability to search for specific ballots within batches. List the fields that a user can use to search for specific ballots.		
	C-11	Ability to support a risk limiting audit. Describe the ability to support a risk limiting audit, including the ability to see how a specific ballot's vote choices were recorded.		
	C-12	Ability and controls for an authorized user to rerun a batch of ballots, if necessary, without impacting results to date. Describe how a user can cancel a batch before saving and how a user can rescan a batch that was already saved.		

	C-13	Capability of scanning both the front and back page of a ballot when data is contained on the back of a ballot page.		
	C-14	Ability to handle multipage ballots. Please address the following: -How the system handles multipage ballots that are incomplete. Include how this affects the total number of ballots cast. -How the system handles multipage ballots when the pages are separated (not in order), but contained in the same batch. Include how, or if, this affects the total number of ballots cast.		
	C-15	Ability to accept ballots in any of the four (4) possible orientations, as well as upside down orientations. Describe how this works.		
	C-16	Ability to display publicly the number of ballot pages processed. Please describe.		
	C-17	Ability to display a protective counter, showing the count of all ballot pages processed on the equipment, which is not reset after an election. Please describe.		
	C-18	Ability to accurately capture votes marked by a voter or a ballot marking device on a paper ballot without adjusting machine thresholds. Please address the following: -Characterize the accuracy of your central ballot scanner in capturing voter intent. -Describe how acceptance/rejection criteria for ballot marks are established for your central location scanner. -Describe if the above acceptance/rejection criteria is adjustable by the user. -Describe if the user has the ability to see contests with marks within certain thresholds in order to be able to see how the machines are automatically adjudicating the vote, or presenting to the user for manual adjudication. For example, the user may wish to see voting targets that were not completely filled in and how they were counted.		
	C-19	Ability to identify and reject ballots that are not valid or authorized for the election. Please describe: -How a user is able to identify a rejected ballot, and pull from the batch for duplication. -How your system identifies ballots that have been printed on nonstandard paper or on a home printer.		
	C-20	Ability to detect ballots or batches that are scanned more than once. Describe how the system is able to detect this while conforming to California regulations.		

	C-21	Ability to connect scanners to the other scanners, scanning stations, and adjudication stations. Describe if there is any limitation for the connectivity of any of these items, including the maximum number of devices that can be connected together. Please provide a network diagram to demonstrate their connectivity.		
Hardware	C-22	Ability to quickly and accurately scan all required ballots in a short time frame. The County may need to scan 2 million sheets in a 10-day period. Please describe: -The specifications of the scanners that are supported. Include speed in sheets per minute, and capacity of the sheet feeders. -The models of the scanners supported. -The maintenance required on the scanner to support 24x7 scanning. -Consumables required by the scanner and how often they require replacement (by scan volume). -If the system will support future updates of scanners. -Describe a recommendation on how many scanners would be needed. Please show the calculations that led to this recommendation.		
	C-23	Ability to easily scan and manage ballots. Please describe: -The steps a user needs to take to scan a batch of ballots. Include the steps required on the scanner as well as the scanning station. -How many sheets can be scanned per hour, accounting for time to load new batches, time for the station to process the images, etc.		
	C-24	Ability to be run using reliable hardware. Describe the minimum requirements of the hardware.		
Integration	C-25	Ability to transfer recorded votes from the central count scanning system to the tabulation system. Please describe: -How votes are recorded – and to which media – to be transferred to a tabulation system. -The exports that can be created to be imported into a tabulation system, or vote reporting system to be aggregated with other results. -Other voting systems or vendors which have integrated and aggregated results with this proposed scanning system's vote results. -Other voting systems or vendors which are capable of importing and aggregating results with this proposed scanning system's vote results.		

	C-26	Ability to facilitate recounts, manual hand counts, and risk limiting audits. Please describe: -The level of granularity of results can be printed. For example, by precinct, by batch, by individual ballot, individual voting device, etc. -Describe all capabilities of the system to support recounts, manual hand counts, and risk limiting audits.		
	C-27	Ability to export results data. Please describe: -The format of the exports (tab delimited, CSV, XML, PDF, etc.) -The different export jobs that are predefined. -The length of time that it takes to run an export of cumulative results for every contest, precinct, and party in a typical County Primary and General Election. -How export jobs can be customized or filtered. -The ability to create custom or ad-hoc exports and save them for future use.		
	C-28	Ability to integrate with other potential systems in the future. Describe if the system export data uses the NIST finalized data standard (1500-100) for election night results reporting.		
Reliability	C-29	The scanning stations need to be reliable. The scanning station needs to be able to continuously run and process ballots with virtually no downtime (99.9% uptime). Please address: -How errors on the scanner and scan station are detected and reported to the user. -How double feeds are detected and reported to the user. -The minimum requirements for the scanning station computers. -The capacity of the scan station for processing ballots. Specifically, what are the limits of ballot images that can be processed per minute per hour, etc.?		
Security	C-30	Ability for audit logs to indicate any unauthorized access of any data or system intrusion.		
	C-31	Encryption-based security. Describe the encryption levels and types and how it is used on the central count scanning system and any other devices associated with it.		
	C-32	Ability to support multifactor authentication for important central count scanning tasks. Describe how multifactor authentication is applied to the central count scanning system.		
	C-33	Role- and group-based authentication. Describe how the system implements role- and group-based authentication to manage access.		

	C-34	Ability to disallow unauthorized devices or media from being introduced to the central count scanning system. Include in your answer both devices that are not part of the central count scanning system, as well as devices that are part of the central count scanning system, but are not pre-defined for the election.		
	C-35	Ability for redundancy capabilities built into the central count scanning system. Please explain any general and real time redundancy features. Describe the steps to backup and restore a central count scanning database and other data.		
	C-36	Ability to remain secure for future elections. Describe how the Operating System is patched. Describe which malicious detection tools can be loaded. Describe the typical lifecycle of the current operating system and if there is an LTS version. If an LTS version exists, describe the typical length of time in which the company/developers support it.		
	C-37	Ability for the system to be locked down. Describe how unused services and ports can be disabled.		

### **Election Night Reporting (ENR) (D)**

**Solution Description:** The County is seeking an Election Night Reporting Solution to display enhanced, web-based reporting of its election results to its constituents and stakeholders on Election Night. The Solution requires graphical representation, selectable contents, and sorting options. The County currently updates its results every thirty (30) minutes on Election Night and a typical election contains approximately 400 candidates, 50 measures, and 2,000 precincts that need to be displayed in an easy-to-understand, customizable display. An Offeror proposing an Election Night Reporting Solution to the County must include all aspects of the Election Night Reporting Solution described in this Solution Description. No partial solutions will be considered for award by the County.

Subcategory:	Requirement Reference ID:	Must Have Requirements:	Subcategory Response Code (1,2,3,4):	Must Have Requirement Detailed Response:
Accessibility	D-1	Results page must be accessible. Demonstrates or exceeds Section 508 conformance on electronic and information technology (EIT) solutions. Section 508 requires that all EIT be accessible to people with disabilities. See <a href="https://section508.gov/content/learn/laws-and-policies">https://section508.gov/content/learn/laws-and-policies</a> . Describe compatibility with standard screen readers.		

Accuracy	D-2	Ability to quickly be able to verify that the results accurately match the results of the tabulation system. Describe how a user can verify that the results were accurately imported and match the results of the tabulation system.		
Integration	D-3	Ability to add validation rules for XML, JSON, or other import files.		
		Ability to integrate with other potential systems in the future. Describe if the system export data uses the NIST finalized data standard (1500-100) for election night results reporting.		
	D-4	Ability to integrate with other systems including the tabulation system. Please describe: - Which voting systems are supported. - Which voting systems have been integrated with this system in other jurisdictions. - How results are transferred from a tabulation system to the proposed ENR system.		
	D-5	Ability to quickly produce results. Describe how quickly the required data from the tabulation system can be imported into this system. Provide import time, based on potentially millions of rows of results data, considering the County has 2,000 precincts, 10 parties, and over 200 contests in any given election.		
Language	D-6	Ability to provide a method to change the language that is displayed to and from English and all of the other languages the County currently supports. Describe how this is accomplished.		
Reliability	D-7	Ability to provide redundant hosting (if a hosting solution is proposed) and fail-over capabilities to the satisfaction of the County, which capabilities must be described in detail by the prospective provider.		
	D-8	Ability for system components, as applicable, to be fault tolerant with active/passive failover capabilities at a minimum. All passive failover systems must be able to support full load without performance degradation.		
Reports	D-9	Ability to provide various results reports to the customers. Describe: -Standard reports included by default with the system. Please provide screenshots or samples. -User customizable reports that come with the system. -Printable reports, data exports, maps, interactive maps, animated reports, etc.		
	D-10	Ability to support XML feeds to media.		
	D-11	Ability to customize text strings used in the reports. Describe how a user can customize text strings such as those used for voting methods, jurisdictions, precinct, etc.		

	D-12	Ability to support displaying the date and time that the web page was last updated.		
	D-13	Ability to support displaying the voter turnout percentage, derived from the registered voters total, and the ballots cast total. The text preceding the total must be customizable.		
	D-14	Ability to support a banner on the county ENR page for each contest that indicates how many precincts have completely reported out of how many are participating in the contest (i.e., “20 of 64 Precincts Completely Reported”).		
	D-15	Ability to support the displaying of results on mobile devices in an optimized manner. Describe how the results pages' styles adjust for a mobile device.		
Security	D-16	Ability for password requirements to be easily adjusted to support increased security in the future. Changes to minimum length and complexity requirements must be configurable. All provided services or systems requiring a login by the County must support two-factor authentication.		
	D-17	Ability for automatic enforcement of password changes for all accounts every 90 days or sooner. Limit repeated access attempts by locking out accounts after not more than six (6) attempts. Set the account lockout duration to two (2) hours or until and administrator unlocks the account. If a session has been idle for more than fifteen (15) minutes, require the user to re-authenticate to re-activate the session.		
		Ability to support authentication mechanism – integration with Active Directory is preferred. Describe user account and password requirements for both client and server environments		
	D-18	Ability to support GeoIP blocking to prevent access from all locations outside the United States is required. In addition, access to login pages should be able to restrict access by specific IP address lists, if needed.		
	D-19	Ability for all public-facing web services and web applications to be protected by the following: Web Application Firewall (WAF). WAF must support both negative and positive attack prevention. Vendor must describe how they have implemented both negative signature detection and positive security model configuration. WAF must support both negative and positive attack prevention. Vendor must describe how they have implemented both negative signature detection and positive security model configuration.		
	D-20	Ability for Web Application Penetration testing annually and every time there is a significant change to the system.		



	D-21	Ability for Penetration Testing and Vulnerability Scanning: All systems must undergo external and internal network penetration testing annually and every time there is a significant change to the system. Vendor must provide all medium and high-level vulnerability findings from external network penetration testing and web application penetration testing to the County within one week of the finding.		
	D-22	Ability for all critical and high-rated vulnerabilities, as determined by the penetration testing, to be mitigated within 72 hours. The County must approve of mitigation plan provided by Vendor if a full patch for the vulnerability is not applied.		
	D-23	Ability for Vendor to allow external network penetration scans and test from the Department of Homeland Security.		
	D-24	Able to prevent Distributed Denial of Service (DDoS): Vendor must submit a DDosS mitigation plan acceptable to the County.		
	D-25	Ability for systems hardening and protection: Vendor must ensure all systems are hardened according to industry best practice standards, including the Center for Internet Security's hardening standards and applicable software and system hardening standards as specified by the software and/or hardware vendor. Systems hardening documentation must be available for County review. All systems must have vendor-supplied defaults for system passwords and other security parameters changed according to best practices.		
	D-26	Any sensitive data stored on systems must be encrypted. Sensitive data includes Personally Identifiable Information (PII).		
	D-27	All systems with the capability to support anti-malware software must have up-to-date anti-malware software installed. All Windows based systems must have real-time anti-malware scanning enabled. All Linux based systems must perform a full anti-malware scan at least weekly.		
	D-28	All systems must have file and/or configuration integrity monitoring software enabled and monitored for changes.		
	D-29	All systems must be monitored daily for security events.		
	D-30	Security systems must be configured to alert necessary personnel if a significant attack is detected. Proper logging should be configured to log security events, including intrusion protection, successful logins, failed logins, and malware protection. Centralized logging servers must be segmented and protected from attack		

		with intrusion protection, firewalls, and other security controls as applicable to the environment.		
	D-31	Proper network segmentation must be in place as applicable to the application. Web Services, mid-tier application servers, and databases must be segmented into separate security enclaves with only necessary traffic for system functionality permitted.		
	D-32	Ensure wireless networks are not permitted in any internal enclaves supporting this system.		
	D-33	Vendor must perform user ID and password management dissemination. Access to hosting systems, software, and ancillary software will be coordinated with the County.		
	D-34	All systems administration via remote access must support two-factor authentication.		
	D-35	All systems administrator access, local, or remote, must be made from secure client devices that have up-to-date malware prevention, properly configured host based firewall, up-to-date operating systems, and other security controls to prevent misuse.		
	D-36	Encrypt all non-console administrative access using strong cryptography.		
	D-37	Ability to ensure all code has a documented security review, focusing on the OWASP top 10, before being released to production.		
	D-38	Ability to ensure all developers are trained on secure-coding practices, including the OWASP (Open Web Application Scanning Project Top 10).		
	D-39	Ability for the Vendor and Orange County to set up and use a mutually agreed upon data encryption mechanism to transfer data between the Vendor and County. Please describe your recommended proposal.		
Technical	D-40	Solution must have an established architecture. Provide a network diagram. If it is a hosted solution, provide where and how it is hosted. If it is hosted by the County, supply a network diagram of how the solution will be implemented.		
	D-41	Ability to have a hosting arrangement with scalable architecture with ability to add resources during peak usage periods.		
	D-42	Ability to put systems in place designed to support minimum bandwidth requirements to support a good user experience as specified: Minimum of 35,000 new network sessions per second, minimum of 100 simultaneous new application user login events, minimum of 600 simultaneous logged-in users, minimum of 600 simultaneous logged-in users, full Unified Threat Management inspection between enclaves must support a minimum of 2 gigabits per		

		second, and perimeter network bandwidth must support a minimum of 1.5 Mbs.		
	D-43	Ability for systems to be set to use Network Time Protocol for time synchronization.		
	D-44	Ability for network segmentation that is documented with up-to-date network diagrams made available to the County.		
	D-45	Ability to maintain a systems component inventory that can/will be kept up to date and available for County inspection.		
	D-46	Ability/agreement that Vendor will provide and maintain a hosted computer environment for the County's use of the solution. Vendor must provide support to the County during critical election periods. At a minimum: Critical issues during election night must have real-time support available. Must be available twenty-four (24) hours on Election Day and the day following.		

### **Security Requirements**

Every Vendor must complete the following section.

The following matrix highlights the minimum-security standards as set forth by the County. These requirements include general security requirements, as well as requirements that may be specific to the Solution Components for which the Vendor is proposing a solution. The Vendor is to provide a response acknowledging the manner in which they will comply with each security requirement:

<b>Security</b>	<b>Requirement Reference ID:</b>	<b>Must Have Requirements:</b>	<b>Subcategory Response Code (1,2,3,4):</b>	<b>Must Have Requirement Detailed Response:</b>
General Security Requirement	S-1	Ability to provide for the security in compliance with the NIST security requirements to protect the confidentiality, integrity, and availability of the information systems.		
General Security Requirement	S-2	Ability to demonstrate that the Vendor will develop, implement, maintain, and use appropriate safeguards as outlined in the NIST standards that reasonably prevent the misuse of information systems and appropriately protect the confidentiality, integrity, and availability of information systems. Describe how the Vendor will develop and implement policies and procedures to meet the NIST security requirements.		

General Security Requirement	S-3	Ability to ensure that any agent, including a Vendor or subcontractor, to whom the County provides access agrees to the same restrictions and conditions that apply through this Agreement.		
General Security Requirement	S-4	Ability to ensure that any agent, including a Vendor or subcontractor, to whom the County provides access to information systems, agrees to implement reasonable and appropriate safeguards to ensure the confidentiality, integrity, and availability of the information systems.		
General Security Requirement	S-5	Ability to demonstrate a security plan that complies with NIST security requirements.		
General Security Requirement	S-6	Ability to demonstrate a commitment to immediately, report security incidents that occur on the County's information systems that may affect any County systems to the identified Security Director of the County.		
General Security Requirement	S-7	Ability to maintain audit events according to County policy, state and federal requirements or other best practices as applicable and provide this information to the County upon request. These audit logs must be kept according to the County records retention policies, or state and federal requirements (whichever is the longest).		
General Security Requirement	S-8	Ability to demonstrate implemented policies and procedures regarding the use of information systems that describes how users are to protect against intrusion, tampering, viruses, etc.		
General Security Requirement	S-9	Ability to produce the Vendor's minimum security training requirements for staff and to ensure minimum security training to staff that access information systems is provided.		
General Security Requirement	S-10	Ability to certify and complete continuity planning, according to NIST security requirements before moving information systems into a production status.		
General Security Requirement	S-11	Ability to demonstrate conformance to the requirement that the Vendor will not copy any County data obtained while performing services under this RFP to any media, including hard drives, flash drives, or other electronic device, other than as expressly approved by the County.		

General Security Requirement	S-12	<p>Ability to conform to the requirement that the Vendor shall return or destroy all confidential information received from the County, or created or received by the Vendor on behalf of the County. For any items destroyed, the County will require certification of secure destruction (DoD standards) along with a list of what was destroyed (model, serial number, content, date of destruction, etc.). A few references of examples for media destruction are listed below:</p> <p>Secure destruction guideline that we would like to see followed: NIST Special Publication 800-88  <a href="http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf">http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf</a></p> <p>FTC Reference: 16 CFR Part 682  <a href="https://www.ftc.gov/sites/default/files/documents/federal_register_notices/disposal-consumer-report-information-and-records-16-cfr-part-682/040420disposalofconsumer.pdf">https://www.ftc.gov/sites/default/files/documents/federal_register_notices/disposal-consumer-report-information-and-records-16-cfr-part-682/040420disposalofconsumer.pdf</a></p> <p>Recognized Vendor Association (Vendors that perform destruction)  <a href="http://www.naidonline.org/nitl/en/certification.html">http://www.naidonline.org/nitl/en/certification.html</a></p> <p>In the event that the Vendor determines that returning or destroying the confidential information is infeasible, Vendor shall notify the County in writing of the conditions that make return or destruction infeasible.</p> <p>If the County agrees that return or destruction of confidential information is infeasible; the Vendor shall extend the protections of this Contract to such confidential information and limit further uses and disclosures of such confidential information to those purposes that make the return or destruction infeasible, for so long as the Vendor maintains such confidential information.</p>		
General Security Requirement	S-15	Ability to conform to the requirement that the Vendor will return all data that is the property of the County in a format specified by the County.		
General Security Requirement	S-16	Ability to develop and implement a disaster recovery plan for timely restoration of the system in the event of a disaster or major incident during, before, or after an election. This is applicable to Vendors that are selling		

		products and services that include hosting or storing County data, systems, or applications.		
General Security Requirement	S-17	Ability to provide the process and plans to update the application to stay current with platforms and infrastructure.		
General Security Requirement	S-19	Ability to provide remote access for management of the systems or repositories hosting the County data – if applicable. This must use the County’s approved mechanisms.		
General Security Requirement	S-21	Ability to support encryption and upgrade key levels. Describe the current maximum key level or other parameters that allow the solution to remain secure in the future.		
General Security Requirement	S-22	Application development must be done in a secure manner. Describe your security practices regarding secure application development.		
Security Communication	S-23	The Vendor must have an incidence response plan. Describe the Vendor’s incident response structure and communication process to customers during a disaster or incident.		
Security Communication	S-24	Ability for the Vendor to respond to potential compromises. Describe the Vendor’s process for how the County may request logs and other information if a compromise occurs, is suspected, or is being investigated by the County Security personnel involving the Vendor’s environment or technologies.		
Data Security and Availability	S-25	Describe what happens to the application or system and the data in the event the Contractor goes out of business, is purchased by another entity, or if the Contract runs out. The response should cover any secondary cloud storage partner of the Offeror who is contracted with in support of the County’s Contract.		
Right to Audit	S-26	Ability to audit the Vendor’s environment (and its subcontractors) who store, process or transmit County data; such as a physical visit or request for information related to processes, procedures, logs, and configurations of solutions that host, process, or transmit County data.		
Right to Audit	S-27	Ability for the County to audit the public facing IP addresses that are declared by the Vendor as nodes that process, store, or transmit County data. If the IP addresses or the scan results of the County or its agent indicate security issues, the Vendor agrees to immediately resolve of the matter, regardless of whether the IP address or system is dedicated to the County or shared with other Vendor’s customers.		

Data Security and Availability	S-29	Ability to provide information about location of data storage, addressing requirements to keep all data in the United States (including in a disaster scenario). Describe how the Vendor will assure the County that its data will not be relocated without its written approval.		
Service Desk Authentication	S-30	Ability for the Vendor's internal service desk to keep County's tickets secure. The County personnel creating service desk tickets with the Vendor must be securely authenticated. For example, when a service request or a service incident request involves a County configuration setting, requests about data, network architecture, manual and automated controls, access control, remote access, or procedures, the data in the request must remain secure. Requesters must be always authenticated through documented agreed upon procedures and controls.		
Service Desk Authentication	S-31	Vendor must guarantee that a current approved caller list and agreed procedures will be on file and referenced by its trained employee and Contractors that are able to process, respond to any service/incident requests from the County and others as authorized by the County in writing. As a part of the employee security awareness training, the Vendor's service staff must be trained (at least annually be certified) on social engineering techniques and the agreed-upon procedures and safeguards.  The Vendor must agree to secure and audit the authorized lists and agreed-upon procedures.		
Access Reporting	S-32	Ability to log access to the proposed system. Describe how the system is able to generate reports for the following areas: 1. User accounts access control (including any service accounts required for operations, password expirations, last time used, user categories, user IDs). 2. Systems' security controls listing the security configuration parameters configurable by the customer.  Clarify whether the above items' (1 and 2) built-in administrative features are accessible 100% via computerized menus, or do they require command line knowledge as well?		
Log Requirement	S-33	Ability to log login attempts. Describe how the solution will provide an audit trail for each logon (unsuccessful attempts and successful validations) capturing the following information: user name, user ID, date/time, resource accessed/modified (as applicable). The response should address the impact to performance and capacity during realistic peak operational conditions.		

Data Communications and Data Security	S-35	Data transmission must be secure. Describe the Vendor's ability to secure data transmission when data is electronically transmitted between systems locally in a single Vendor or multi-Vendor contracted scenarios.		
Physical Security	S-36	Ability to physically store devices used in the solution. Describe the ability to physically secure any devices that may be used, and/or stored at the Vote Centers. Include the ability to use tamper evident devices, cable locks, etc.		
Solution Security Certification & Customer Dependencies	S-37	Ability for the County to implement wireless and/or wired communication that meets state requirements. If there are customer security dependencies to meet these requirements, please clarify.		
Telecommunications and Data Security	S-38	Ability to securely transmit data. Describe how the solution provides the ability to secure telecommunications and data transmission when data is electronically transmitted over public and/or private networks.		
Access Control Management	S-39	Ability to implement best practices for access control. Describe where these standards can be used through procedures and system capabilities that prevent and limit and detect access to critical system components in order to guard against loss of system integrity, availability, confidentiality, and maximize accountability.		
NTP (Time Synchronization)	S-40	Ability for networked components of the system to be set to use Network Time Protocol (NTP) for time synchronization and only be synchronized to a single predefined source, only modifiable by the system administrator. The source may be a central server within the County or a predefined recognized valid Internet source.		
Log Management	S-41	Ability for security logs to be recorded within the node as well as transmitted (in real time) to a secondary secured central storage not within the node whose logs are being recorded.  Example of logs: system, security (access), change logs capturing configuration, account changes, or access of objects.		
Access Control	S-42	Ability for the system to provide features, functions, and capabilities to perform user administration and assign roles and access privileges (including service accounts). All changes will be logged.		
Access Control	S-43	Ability for the proposed solution to generate a report based on user ID, and all of the nodes that it has been (or currently is) logged into. The report should include the node names, login/logoff times and objects accessed.		



Authentication	S-44	The proposed system must support multifactor authentication for important tasks. Describe how multifactor authentication is applied to the proposed system.		
Roles and Responsibilities	S-46	Ability to define responsibilities of County and Vendor for security. Describe how the Vendor will be able to define the Vendor and customer responsibilities and workflows for secure access to ensure compliance and data security, confidentiality, and integrity of systems and data. FIPS Reference: <a href="http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm">http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm</a>		
Backup/Restore and Disaster Recovery	S-47	Ability to provide documented backup and restore and disaster recovery capabilities. Describe features of the disaster recovery model, including encryption and access control. If disaster recovery model includes storage of data at a location other than the County, describe the location ensuring it is within the continental United States.		
Security Risk Communication to Security	S-48	The Vendor must immediately notify designated County security personnel of any potential breach or risk, including when: <ul style="list-style-type: none"> <li>- County data may be at risk.</li> <li>- County data may be at risk of unauthorized disclosure(s).</li> <li>- County data may have been breached.</li> <li>- County data is subpoenaed through a legal channel.</li> <li>- County data may be inaccessible due to supplier disputes, bankruptcy, or other business and legal scenarios.</li> <li>- County data or copy of County data or any replica, or digital shadow has been intentionally or accidentally copied or moved to a non-U.S. geography or non-County authorized third party.</li> </ul> Describe the Vendor's willingness to comply with this requirement.		

General Security Requirements	S-49	<p>Ability for the Vendor to protect the County's sensitive data, if that is part of the solution. Please describe the following when applicable:</p> <ol style="list-style-type: none"> <li>1. Vendor's own SOC 2 Type II audit results (no older than six (6) months) – not to be confused with Microsoft or Amazon's SOC 2 Type II audit results.</li> <li>2. Vendor's cloud storage provider's SOC 2 Type II audit results (no older than 6 months).</li> <li>3. Vendor's cloud physical geography (limited to continental United States).</li> <li>4. Vendor's cloud storage meets the FedRamp requirements.</li> <li>5. Vendor's cloud storage meets the State of California requirements. Supplier should supply written proof of what has been certified.</li> <li>6. Vendor's security incident management, e-discovery and cloud forensics processes.</li> <li>7. Vendor's application and interface security must meet the applicable state and federal requirements at the time of Contract.</li> <li>8. Vendor's threat and vulnerability management processes.</li> <li>9. Vendor's access management governance and processes when its staff and supplier staff can access regulated data.</li> <li>10. Vendor's commitment to independent security test of end-state solution before going live and remediating the findings in a timely fashion.</li> <li>11. Vendor's commitment to assure County-owned data on the supplier infrastructure is not accessed or mined.</li> <li>12. Vendor's agreement that all data supplied by the County will remain the sole property of the County and the Offeror may not sell or lease this data at any time.</li> </ol>		
Data Security	S-60	Ability to securely erase data. Describe the secure erase (DoD Standards) process for the solution, when equipment needs to send back to Vendor or manufacturer for service, upgrades or warranty. Refer to NIST SP 800-88, Guidelines for Media Sanitization - NIST Web Site: NIST.Gov.		
Data Security	S-61	Ability to securely ship equipment with data. Describe the data protection in shipment, when equipment with data needs to be serviced.		
Background Checks	S-63	Ability to maintain background checks for employees. Describe your employee and Contractors' background-check level and frequency (for employees and Contractors who program, secure, administer, or service equipment or storage containing regulated data).		

## D. Work Schedule

The following schedule sets forth the dates and deadlines applicable to this RFP. The specified dates are merely estimates and are not binding on the County. Nevertheless, by submitting its Proposal, each Proposer:

1. Agrees to complete its performance in compliance with the dates and deadlines set forth in the following schedule, unless the County expressly agrees to modify such schedule.
2. Represents and warrants to the County that such Proposer has the ability to comply with such schedule.

<b>Tentative Schedule</b>	
<b>Date</b>	<b>Action</b>
August 13, 2019	Estimated Contract Execution
December 31, 2019	All Voting System Solution Components requiring Certification by the State of California must have certification complete by this date.
December 2019	Initiate Partial Implementation
March 3, 2020	Primary Election – Phased in pilot of some Voting System Solution Components pending approval of the County of Orange Registrar of Voters and California certification status.
November 3, 2020	General Election – Full Implementation of all Voting System Solution Components pending approval of the County of Orange Registrar of Voters and California certification status.

**ATTACHMENT B**  
**Fees, Compensation, and Payment**

**A. COMPENSATION:**

This is a fixed fee price between the County and the Contractor for a Voting System as provided in Attachment A, Scope of Work. The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of total Contract amount or the fixed fee price specified unless authorized by an amendment in accordance with Paragraphs C and R of the County's General Terms and Conditions.

**B. SCHEDULE AND PAYMENT:**

TBD

1. Payment Deliverable Schedule:

County shall pay Vendor for Services according to the following schedule:

<b>Deliverable Name</b>	<b>Deliverable Description and Acceptance Criteria</b>	<b>Estimated Due Date</b>	<b>Deliverable Fixed Price</b>	<b>Retention (10%)</b>	<b>Invoice Amount</b>

**Note - Vendor to provide a detailed Deliverable Schedule and total Not to Exceed Amount. The completed schedule should identify:**

**a. Hardware Costs: List the description, make, model, and unit cost of each piece of hardware you are proposing.**

**b. Software Costs: List the description, version, and unit cost of each software component you are proposing.**

**c. Project Labor Cost: List the description and total cost of each category provided for labor required to implement your solution.**

**d. Proposed Post Implementation Support Costs: List the costs associated with warranty, operations support, maintenance support, and application support in Orange County over a four (4)-year period.**

<b>Post-Implementation Support Cost Table</b>					
<b>Support Category for</b>	<b>Warranty Period</b>	<b>Post-Warrant</b>	<b>Post-Warranty</b>	<b>Post-Warrant</b>	<b>Total</b>
Warranty	\$ -				\$ -
Operations Support		\$ -	\$ -	\$ -	\$ -
Maintenance Support		\$ -	\$ -	\$ -	\$ -
Application Support		\$ -	\$ -	\$ -	\$ -
<b>SUPPORT SUB-TOTAL</b>	\$ -	\$ -	\$ -	\$ -	\$ -

**Total Not to Exceed Amount:** \_\_\_\_\_

Payments will be made based upon the Deliverable schedule specified above (payment upon completion of a Deliverable). Payments shall consist of the total due for the Deliverable, less ten (10) percent retention. The retained amount shall be paid ninety (90) days after the completion of all Contract requirements in accordance with Paragraph F, Acceptance/Payment.

Please let us know if you have any questions and we will be happy to review the new version of the Contract with these changes incorporated therein.

### **C. FIRM DISCOUNT AND PRICING STRUCTURE:**

Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, state, or federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract. Prices quoted herein shall be firm for the duration of the Contract.

#### **a. Payment Terms:**

- i. Perpetual License and Implementation: For all Perpetual License and Implementation and Integration charges, invoices shall be submitted to the address specified below, upon acceptance of the Software by County, in accordance with Paragraph 38, "Acceptance Testing," of this Contract.
- ii. Recurring Annual Fees: Invoices for any annual software maintenance shall be submitted annually in advance to the address specified below.
- iii. Training: For all training charges, invoices shall be submitted in arrears upon completion of training services.

An invoice for the fixed cost of the services shall be submitted to the address specified below upon the completion of the engagement and approval of the County Registrar of Voters personnel. Contractor shall reference Contract number on invoice. Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the County Executive Office and subject to routine processing requirements of the County. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for services not provided or when services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the services.

Invoice(s) are to be sent to:

**Attn: Accounts Payable**

The County of Orange

Registrar of Voters

P.O. Box 11298

Santa Ana, CA 92711

b. Invoicing Instructions:

The Contractor will provide an invoice on Contractor's letterhead for services rendered. Each invoice will have a number and will include the following information:

- i. Contractor's name and address
- ii. Contractor's remittance address (if different from 1 above)
- iii. Name of County Agency/Department
- iv. County Contract Number
- v. Date of Order
- vi. Product/Service Description, Quantity, and Prices
- vii. Sales Tax, if applicable
- viii. Contractor's Federal I.D. number
- ix. Total

The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction. The County's Project Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the auditor-controller for processing of payment.

c. Payment (Electronic Funds Transfer EFT):

The County of Orange offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the agency/department representative listed in the proposal.

## **ATTACHMENT C**

### **Staffing Plan**

(Complete and submit as instructed in Submittal #4 of Section II – Proposal Response Requirements)

The Proposer should demonstrate that it employs a competent team of people that are readily available to work on this project.

All proposed key project personnel, including subcontractor staff, must be identified in the Proposal. Each person's role must be identified and documented in the following format:

Provide a list of the names, positions, onsite hours per month, and duration of assignment for each of your personnel that may be assigned to the project.

Substitution or addition of Contractor's key personnel in any given category or classification shall be allowed only with prior written approval of the County.

<b>Person</b>	<b>Role/Position</b>	<b>Hours Per Month</b>	<b>Duration</b>

The Contractor may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the services required. Assignment of additional key personnel shall be subject to County approval in writing.

The County expressly retains the right to have any of the Contractor personnel prohibited from performing services to County under this Contract. Contractor shall effectuate the removal of the specified Contractor personnel from performing services to County under this Contract within ten (10) business days of notification by Project Manager. County shall notify the Contractor in writing of the specific personnel to be prohibited from providing services to County under this Contract. County is not required to provide any reason, rational, or factual information if it elects to request any specific Contractor personnel to be prohibited from performing services under this Contract. Contractor's failure to comply with the County Project Manager's decision and remove the specified personnel shall be deemed a material breach of this Contract and County may immediately terminate the Contract without penalty.

**EXHIBIT A**  
**COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT**  
**CERTIFICATION REQUIREMENTS**

In order to comply with child support enforcement requirements of the County of Orange, within ten (10) days of award of Contract, the successful Contractor must furnish to the Contract Administrator, Purchasing Agent, or the agency/department Deputy Purchasing Agent:

1. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address;
2. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity; A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
3. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

The certifications will be stated as follows:

*"I certify that \_\_\_\_\_ is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract TBD with the County of Orange. I understand that failure to comply shall constitute a material breach of the Contract and that failure to cure such breach within ten (10) calendar days of notice from the County shall constitute grounds for termination of the Contract.*

It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and for no other purposes and will be held confidential by those agencies.

Failure of the Contractor to timely submit the data and/or certifications required above or to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within ten (10) calendar days of notice from the County shall constitute grounds for termination of the Contract.

The successful Contractor may use the forms supplied herein, to furnish required information listed above.

*(Continued)*



**EXHIBIT A**  
**COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT**  
**CERTIFICATION REQUIREMENTS – Blank Form**

This data shall be transmitted to governmental agencies charged with the establishment and enforcement of child support order and for no other purposes and shall be held confidential by those agencies.

- A. In the case of an individual Vendor, his/her name, date of birth, Social Security number, and residence address:

Name: \_\_\_\_\_  
D.O.B: \_\_\_\_\_  
Social Security No: \_\_\_\_\_  
Residence Address: \_\_\_\_\_  
\_\_\_\_\_

- B. In the case of a Vendor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity:

Name: \_\_\_\_\_  
D.O.B: \_\_\_\_\_  
Social Security No: \_\_\_\_\_  
Residence Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
D.O.B: \_\_\_\_\_  
Social Security No: \_\_\_\_\_  
Residence Address: \_\_\_\_\_  
\_\_\_\_\_

*(Additional sheets may be used if necessary)*

<b>County Use Only</b>	
Department Name	
DPA Name	
Email Address	
Phone Number	