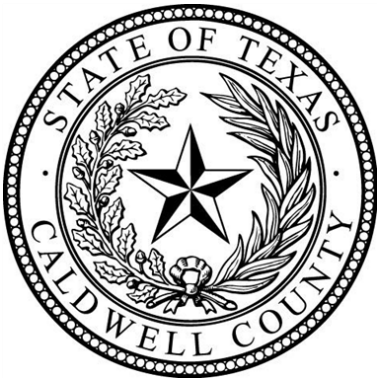


Request for Proposal

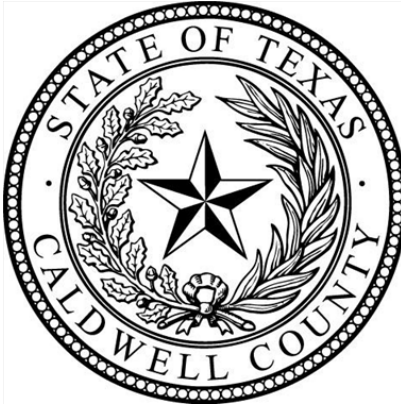


BID FOR THE PROVISION OF

Vote Tabulation System for Caldwell County

ISSUE DATE: February 9, 2018
CLOSING DATE: April 2, 2018 at 3 PM Central
RFP NUMBER: RFP # 2

110 S. Main St.
Lockhart, TX 78644
Telephone: 512-398-1801
Website: www.co.caldwell.tx.us



KEY INFORMATION SUMMARY SHEET

Request for Proposal

Caldwell County VOTE TABULATION SYSTEM RFP Number: RFP #2

RFP Issue Date: February 9, 2018

RFP Issuer: Caldwell County Elections Administrator

Purchasing Agent: Barbara A. Gonzales, County Auditor
E-mail: barbara.gonzales@co.caldwell.tx.us

Proposals are to be sent to: County Auditor Office
Courthouse, Room 303
110 South Main Street
Lockhart, Texas 78644

Pre-Proposal Conference: March 16, 2018 at 3:00 PM
2nd Floor, Jury Room
110 South Main Street
Lockhart, Texas 78644

Questions and Comments
Closing Date and Time: March 23, 2018 at 3:00 PM

Proposal Closing Date
and Time: April 2, 2018 at 3:00 PM

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SECTION ONE: RFP PROCESS AND CONTRACT INFORMATION

1.01 Executive Summary and Purpose of the RFP

This Request for Proposals (RFP) is intended to allow Caldwell County to select an experienced vote tabulation Bidder from among Bidders responding to this RFP to provide Caldwell County with a new vote tabulation system. The new system will include equipment, software, and services that will be described in more detail later in this document. The proposed system must meet the standards set forth by the Caldwell County and Texas. The first anticipated use for the new system will be November 2018.

1.02 Return Instructions, Mailing Address and Deadline for Receipt of Proposals

The complete proposal shall include both a sealed Technical Proposal and a separately sealed Cost Proposal package.

Please clearly label the sealed Technical Proposal as follows:

Technical Proposal for Caldwell County Vote Tabulation System

RFP Number: RFP #2

Closing Date and Time: April 2, 2018 at 3:00 PM Central Time Zone

Bidder Name:

Please clearly label the sealed Cost Proposal as follows:

Cost Proposal for Caldwell County Vote Tabulation System

RFP Number: RFP #2

Closing Date and Time: April 2, 2018 at 3:00PM Central Time Zone

Bidder Name:

The Technical Proposal package must include:

- One (1) original response
- Three (3) printed copies of the original
- Three (3) electronic copies of the original
- Three (3) electronic copies of all system documentation available for election officials to operate the system – training, administrator, and user documentation.

The Cost Proposal package must include:

- One (1) original response
- Three (3) printed copies of the original
- Three (3) electronic copies of the original

- The Bid Bond described in section **3.06**.

Once both the Technical Proposal and Cost Proposal have been separately sealed and each labeled respectively as described above, they may be shipped in one package. This package must be labeled as follows:

Proposal for Caldwell County Vote Tabulation System – Contains Separately Sealed Technical and Cost Proposals

RFP Number: RFP #2

Closing Date and Time: April 2, 2018 at 3:00PM Central Time Zone

Bidder Name:

The proposal must be addressed to:

Barbara Gonzales

Purchasing, County Auditor

Courthouse, Room 303

110 South Main Street

Lockhart, Texas 78644 Complete proposals must be received at the location specified no later than the date and time specified on the Key Information Summary Sheet. Proposals may not be delivered by facsimile transmission, or by other telecommunication or electronic means.

Bidders assume the risk of the method of delivery chosen. Caldwell County assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual proposal receipt by Caldwell County. A Bidder's failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments shall not be opened or accepted for evaluation.

1.03 No Cost Information in the Technical Proposal

Bidders shall not include any cost or pricing information anywhere in the Technical Proposal. A Bidder's failure to comply with this requirement will cause the proposal to be disqualified.

1.04 Required Review

Bidders should carefully review this solicitation and all attachments for defects and objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the Purchasing Agent by the time and date indicated in the Key Information Summary Sheet. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of Bidders' proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Purchasing Agent, in writing, before the time indicated in the Key Information Summary Sheet for questions and comments.

1.05 Pre-Proposal Conference

A Pre-Proposal Conference shall be held on the date, time and location indicated on the Key Information Summary Sheet.

Attendance at the Pre-Proposal Conference is not mandatory, but all interested Bidders are encouraged to attend in order to facilitate better preparation of their proposals. In addition, attendance may improve the Bidder's overall understanding of technical requirements and other administrative requirements.

1.06 Questions Received Prior to Opening of Proposals

The Purchasing Agent listed on the Key Information Summary Sheet shall be the sole contact for this RFP. All Bidder communications regarding this RFP must be directed to the Purchasing Agent's email address listed on the Key Information Summary Sheet and must include the RFP Number in the subject line. Unauthorized contact regarding the RFP with other Caldwell County employees or volunteers may result in the Bidder being disqualified.

All questions and/or comments must be in writing to the Purchasing Agent's email address listed on the Key Information Summary Sheet and must include the RFP Number in the subject line. The Purchasing Agent must receive these written requests by the deadline specified in the Key Information Summary Sheet for questions and comments.

1.07 Amendments to the RFP

If an amendment to this RFP is issued, it shall be provided to all known interested Bidders and also on the website, www.co.caldwell.tx.us. Receipt of any amendments shall remain the sole responsibility of the Bidder.

To indicate interest in this RFP, please send an email indicating such interest to the Purchasing Agent with the RFP Number in the subject line. In the body of the email, please include the name of the Bidder, Bidder contact name, Bidder contact phone number and email.

1.08 Offer Held Firm

Proposals must remain open and valid for at least one hundred and twenty (120) days from the deadline specified for submission of proposals. In the event award is not made within one hundred and twenty (120) days, Caldwell County will send a written request to all Bidders deemed susceptible for award asking Bidders to hold their price firm for a longer specified period of time.

1.09 Right of Rejection

Caldwell County reserves the right to reject any or all proposals, in whole or in part. The Purchasing Agent may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

The Purchasing Agent may waive minor informalities that:

- Do not affect responsiveness
- Are merely a matter of form or format
- Do not change the meaning or scope of the RFP
- Are trivial, negligible, or immaterial in nature
- Do not reflect a material change in the work

Caldwell County reserves the right to reject any proposal determined to be not responsive, and to reject the proposal of a Bidder determined to be not responsible. Caldwell County also reserves the right to refrain from making an award if it determines that to be in its best interest.

1.10 Caldwell County is not responsible for Preparation Costs

Caldwell County shall not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

1.11 Conflict of Interest

Bidders must disclose any instances where the firm or any individuals working on the contract have a possible conflict of interest and, if so, the nature of that conflict (e.g., political donations, government employment, other business interests in Caldwell County). Caldwell County reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the Bidder's proposal. Caldwell County's determination regarding any questions of conflict of interest shall be final.

1.12 Non Collusion

A Bidder shall not discuss or communicate, directly or indirectly, with any other Bidder or their agent or representative regarding their independent proposals. Each Bidder shall attest that its participation in the RFP process is conducted without any collusion or fraud. If Caldwell County discovers there has been a breach of this requirement at any time, Caldwell County reserves the right to disqualify the Bidder and terminate any ensuing agreement.

1.13 Joint Ventures

Joint ventures will be allowed.

1.14 Restrictions on Gifts and Activities

Caldwell County law restricts gifts which may be given or received by government employees and requires certain individuals to disclose information concerning their

activities with Caldwell County government. Bidders are responsible to determine applicability of the law to their activities and to comply with the requirements.

In addition, pursuant to Caldwell County [Penal Code section 36.02](#), it is a criminal offense to bribe or attempt to bribe a public official. If the Caldwell County discovers there has been a breach of this requirement at any time, the Caldwell County reserves the right to disqualify the Bidder and terminate any ensuing agreement.

1.15 Supplemental Terms and Conditions

Proposals including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in this RFP or that diminish Caldwell County's rights under any contract resulting from the RFP may be considered null and void at the sole discretion of Caldwell County. Caldwell County is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

- If conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP shall prevail; and
- If Caldwell County's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition may be considered null and void as the sole discretion of Caldwell County.

1.16 Disclosure of Trade Secrets

All proposals and other material submitted become the property of Caldwell County and may be returned only at Caldwell County's option. All proposals and related information, including detailed cost information will be held in confidence until an award is made.

After award, records are confidentially held only if specifically requested by the Bidder. Bidders may make a written request that trade secrets and other proprietary data contained in proposals be held confidential. Material considered confidential by the Bidder must be clearly identified in the Bidder's response. The Purchasing Agent will respond to the Bidder's request, in writing, with a written determination and the information shall be processed appropriately. If the Bidder disputes the Purchasing Agent's determination, the Bidder may obtain a court order to protect its confidential information.

1.17 Modifications or Withdrawal of Proposals

Bidders may amend or withdraw proposals prior to the deadline set for receipt of proposals. No amendments will be accepted after the deadline unless they are in response to the Purchasing Agent's request. After the deadline, Bidders may make a written request to withdraw proposals and provide evidence that a substantial mistake has been made. The Purchasing Agent may permit withdrawal of the proposal upon verifying that a substantial mistake has been made.

1.18 Clarification of Offers

In order to determine if a proposal is reasonably susceptible for award, communications by the Purchasing Agent are permitted with a Bidder to clarify uncertainties or eliminate confusion concerning the contents of a proposal and determine responsiveness to the RFP requirements. Clarifications may not result in a material or substantive change to the proposal. The initial evaluation may be adjusted because of a clarification under this section.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment shall be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

1.19 Equipment Demonstration

Prior to final evaluation and decision by Caldwell County and at the sole discretion of Caldwell County, Caldwell County may require Bidders to provide evidence of the proposed system's functionalities at Caldwell County by means of a system demonstration.

After the opening of all Bidder proposals and prior to the Bidder interview/discussions, Caldwell County may select 2 to 3 most qualified Bidders to participate in a required equipment demonstration to prove the functionality of its proposed equipment to Caldwell County.

For the demonstrations, each invited Bidder would be required to work with Caldwell County to submit its proposed voting tabulation system under the guidance and supervision of Caldwell County. For this demonstration Bidders are expected to provide the necessary technical support personnel and manage the logistics during the presentation.

The specific test structure for the demonstration will be discussed between the Bidder and the Purchasing Agent based on the Bidder's submitted technical specifications.

1.20 Discussions with Bidders

After the equipment demonstration, Caldwell County may conduct discussions with the finalist Bidders for evaluation to determine final award. The purpose of these discussions would be to ensure full understanding of the requirements of the RFP and the Bidder's proposal. Discussions would be limited to specific sections of the RFP or proposal identified by the Purchasing Agent. Discussions, if held, would be after initial evaluation and recommendation. If modifications are made as a result of these discussions, they will be put into writing.

1.21 Evaluation of Proposals

Caldwell County will evaluate proposals. The evaluation will be based solely on the evaluation factors set forth in this RFP.

1.22 Contract Negotiation

After final evaluation, Caldwell County may negotiate with the Bidder of the highest-ranked proposal. Negotiations shall be within the scope of the request for proposals.

It is the intent of Caldwell County to negotiate electronically or by telephone. If the contract negotiations require or cause a Bidder to travel, the Bidder shall be responsible for all costs including their travel expenses.

1.23 Failure to Negotiate

If the selected Bidder:

- Fails to provide the information required to begin negotiations in a timely manner; or
- Fails to negotiate in good faith; or
- Indicates they cannot perform the contract within the budgeted funds available for the project; or
- If the Bidder and Caldwell County, after a good faith effort, simply cannot come to terms,

Caldwell County may terminate negotiations with the Bidder initially selected and commence negotiations with the next highest ranked Bidder.

1.24 Contract Term and Renewal

Caldwell County intends to enter into a contract with an initial contract term of five (5) years.

After the initial five (5)-year contract term, the post-warranty hardware and software license, maintenance and support agreement shall automatically renew for an unlimited number of successive one-year periods until ended by written notice by either party. Bidders are required to propose an estimate of such annual costs that will automatically renew.

1.25 Contract Provisions

The successful Bidder shall be required to enter into a contract with Caldwell County. Caldwell County expects the contract with the successful Bidder to include the specific provisions set out in this proposal as well as other terms and conditions as may be agreed upon by Caldwell County and the Bidder.

1.26 Proposal as a Part of the Contract

Part or all of this RFP and the successful proposal may be incorporated into the contract.

1.27 Additional Terms and Conditions

Caldwell County reserves the right to add, delete, or modify terms and conditions during contract negotiations, all of which must be mutually agreed upon by Caldwell County and the Bidder. These terms and conditions will be within the scope of the RFP.

1.28 Contract Approval

This RFP does not, by itself, obligate Caldwell County to commence the performance of the RFP. Caldwell County's obligation shall commence when Caldwell County approves the contract. Caldwell County will not be responsible for any work done by the Bidder, even work done in good faith, if it occurs prior to the approval of the contract by Caldwell County.

1.29 Contract Changes - Unanticipated Amendments

During the course of this contract, the Bidder may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the Project Director designated by Caldwell County will provide the Bidder a written description of the additional work and request the Bidder to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments.

The Bidder shall not commence additional work until the Project Director has secured any required Caldwell County approvals necessary for the amendment and issued a written contract amendment, approved by Caldwell County and the Bidder.

1.30 Indemnification and Insurance Requirements

The RFP requirements on indemnification and insurance are set forth in the sample contract <to be provided>.

1.31 Payment Procedures

Caldwell County shall make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report.

Caldwell County can choose to make advanced payments before the required performance to the Bidder before this contract is completed.

1.32 Contract Funding

Approval or continuation of a contract resulting from this RFP is contingent upon continuing appropriation. The contract may be terminated by the Caldwell County or modified by agreement of both parties in the event funding from the Caldwell County or other sources is not obtained and continued at sufficient levels. In the event a contract is terminated as the result of a non-appropriation of funds, the Caldwell County shall pay the Bidder for all deliverables provided and services performed up through the effective date of termination. In addition, the parties shall mutually agree upon the payment of certain exit costs associated with the termination of the contract.

1.33 Payment Terms

No payment shall be made until the Caldwell County approves the contract.

Payment for goods and services received under the contract shall be made within thirty (30) calendar days after receipt of the Bidder's invoice by the Caldwell County's Authorized Billing Department.

1.34 Inspection & Modification - Reimbursement for Unacceptable Deliverables

The Bidder is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the Project Director designated by Caldwell County. All work shall be inspected, evaluated and approved by the Project Director in accordance with defined acceptance testing procedures to be developed and agreed upon, in writing, by the Project Director and the Bidder. Caldwell County may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract and agreed upon acceptance testing procedures. Should the Project Director determine that the work is not in compliance with the contract or the acceptance testing procedures, the Project Director may determine that corrections or modifications are necessary; the Project Director may direct the Bidder to make such changes to the work in order for such work to meet the requirements of the contract and acceptance testing criteria. The Bidder may not unreasonably refuse to make such changes.

1.35 Termination for Default

If Caldwell County determines that the Bidder has refused to perform the work or has failed to perform the work in accordance with the terms of the contract, Caldwell County may, by providing written notice to the Bidder, claim a default under the contract. The Bidder shall have thirty (30) days from its receipt of the notice of default by Caldwell County to cure such default. If the Bidder does not cure the default within such thirty (30)-day period or take such other steps as may be agreed upon by Caldwell County and the Bidder, Caldwell County may terminate the Bidder's right to proceed with part or all of the remaining work.

This clause does not restrict Caldwell County's right to termination under specific provisions of the contract.

1.36 Confidentiality

Any records that are obtained or generated by the Bidder under the contract are subject to Caldwell County laws regarding the public's access to those records and the handling of confidential information.

1.37 Work Products, Equipment, and Materials

All work products, equipment or materials specifically created and paid for by Caldwell County under the contract belong to Caldwell County and must be delivered to Caldwell County upon termination of the contract, unless otherwise agreed in writing by Caldwell County.

1.38 Assignment and Delegation

Bidder may not assign, otherwise transfer, or delegate any right or duty without Caldwell County's express written consent; such consent shall not be unreasonably withheld. However, the Bidder may enter into subcontracts as outlined under **Section 3.04** provided that any such subcontract acknowledges the binding nature of the contract and incorporates the terms of this contract, including any attachments into any subcontractor agreement entered into by the Bidder and subcontractor.

1.39 Disputes - Applicable Law and Venue

Any dispute arising out of the contract shall be resolved under the laws of Caldwell County's Texas and adjudicated at a <neutral venue>.

1.40 Informal Debriefing

When the contract is completed, an informal debriefing may be performed at the discretion of the Project Director designated by Caldwell County. If performed, the scope of the debriefing will be limited to the work performed by the Bidder.

1.41 Limitation of Liability

Neither Caldwell County nor the Bidder shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind arising out of or relating to this RFP and contract. In addition, neither Caldwell County nor the Bidder shall be liable for the other party's negligent or willful misconduct. Caldwell County's total liability to the Bidder and the Bidder's total liability to Caldwell County arising out of or relating to this RFP and contract shall not exceed the total amount to be paid by Caldwell County to the Bidder under the RFP and Contract.

1.42 News Releases and Publicity

News releases and publicity related to this RFP or any subsequent project shall not be made without prior approval of the person designated by Caldwell County.

1.43 Copyrights

By submitting a proposal, the Bidder agrees that Caldwell County may copy the Bidder's proposal for the purposes of facilitating the evaluation or to respond to requests for public records. The Bidder consents to such copying by submitting a proposal and warrants that such copying will not violate the rights of any third party.

SECTION TWO: SCOPE OF WORK AND BACKGROUND INFORMATION

2.01 Scope of Work and Requirements Overview

This Request for Proposals (RFP) is intended to allow Caldwell County to select an experienced vote tabulation system Bidder from among Bidders responding to this RFP to provide Caldwell County with a new vote tabulation system. The new system will include equipment, software, and services. The proposed system must meet the standards set forth by Caldwell County and Texas.

The new vote tabulation system must include:

- Precinct equipment, which will be distributed throughout the 31 polling sites in the county. All polling locations will have one precinct digital vote tabulator with ballot box and six vote marking device.
- An election management system (EMS) for administering elections, including creating ballots and programming voting units. The EMS must be compatible with all voting units.
- An election reporting system for results accumulation and reporting. Such reporting software must be compatible with all voting units.
- Services, required for the full length of the contract, which shall include:
 - Project management
 - Installation of all equipment
 - Acceptance testing support
 - Election staff training
 - Logic and Accuracy testing support
 - Election Day support, to include on-site support the day before, the day of, and the day after an Election
 - Maintenance
 - Technical support
 - Minimum one-year warranty
- Documentation, including:
 - Training manuals
 - Hardware, software, and firmware documentation for administrators and other users
- The first anticipated use for the system will be November 2018
- All equipment, software, and documentation must be delivered by June 2018
- All training for administration and use of equipment and software must be completed by July 2018

All equipment must be newly manufactured, not reconditioned or refurbished in any way. The proposal must include all hardware, firmware, software, computers, printers, cables, operating system software, training, training manuals, user manuals, maintenance manuals, and technical support required to provide a fully functional voting system.

2.02 Background Information

2.02.01 Caldwell County Voters

As of the 2017 election, Caldwell County has approximately 22,928 registered voters. Caldwell County is divided into 31 precincts distributed over 31 polling sites. (In addition, Early Voting is accommodated at one central and one regional location beginning 14 days before Election Day.)

SECTION THREE: REQUIREMENTS

For each requirement, please provide a clear explanation or evidence of how the requirement will be met.

3.01 Bidder's/Subcontractor's Experience/References

3.01.01 Bidder and each of any subcontractors must have proven experience providing vote tabulation systems similar to the one being bid for at least the past five (5) years.

3.01.02 Bidder must have at least 200 full-time election-dedicated employees physically located within the United States. These employees must have a job description entirely dedicated to the election industry to ensure knowledgeable as well as timely support.

3.01.03 Bidder and each of any subcontractors must have prior experience providing vote tabulation systems to Caldwell County's the size of ours, Caldwell County.

3.01.04 Bidder and each of any subcontractors must have direct prior experience managing implementations for counties of similar size to ours, Caldwell County.

3.01.05 Bidder and each of any subcontractors must demonstrate its experience in similar projects by providing a list of five (5) customer references. Caldwell County and Purchasing Agent reserves the right to contact any or all customers of the vendor. Please include the following for each reference:

- Contact name
- Title
- Phone number
- Email
- Type of voting tabulation system
- Year it was implemented

3.01.06 Bidder and each of any subcontractors must be certified by the Texas Secretary of State for the system being bid on.

3.02 Bidder's/Subcontractor's Financial Capability

3.02.01 Bidder must have earned at least \$75 million in annual revenue for the past five years, excluding partner or subsidiary companies.

3.02.02 Bidder and each of any subcontractors must attach to the Technical Proposal five years of financial statements independently audited by an accredited third party internationally recognized accounting firm.

3.03 Ability to Sustain the Vote Tabulation System Commitment

3.03.01 Bidder and each of any subcontractors must have the internal infrastructure to support and maintain the vote tabulation system for the next ten (10) years. Please describe your plan for this support and maintenance.

3.03.02 Bidder must have a formal sustaining engineering program to inventory and maintain a supply of certified repair and replacement parts in order to maintain the vote tabulation devices for a minimum of ten (10) years. Please describe how you will maintain a supply of certified repair and replacement parts.

3.03.03 Bidder must have a direct relationship with the manufacturer of all vote tabulation system hardware, software, and/or firmware included in the bid for warranty and post-warranty repairs and software and firmware maintenance and support.

3.03.04 If Bidder is not the manufacturer, Bidder must attach to its Technical Proposal written documentation from the manufacturer guaranteeing to provide the Bidder access to vote tabulation device certified repair parts for hardware of the exact model numbers included in the bid for warranty and post-warranty repair for a 10-year period.

3.03.05 If Bidder is not the manufacturer; please describe the protection and plans that exist for Caldwell County to continue to receive the vote tabulation system software, firmware, hardware, service, and support included in the bid in the event that the Bidder and the manufacturer sever business ties.

3.03.06 Bidder should own the Intellectual Property (IP) of all the vote tabulation system hardware, software, and/or firmware included in the bid.

3.03.07 If the Bidder does not own the Intellectual Property of all the vote tabulation system hardware, software and/or firmware in the bid, Bidder must describe in detail how the Bidder will keep the hardware, software and firmware in compliance with federal and state laws, rules and regulations when such federal and state laws, rules and regulations change during the term of the agreement.

3.03.08 Whether or not Bidder owns the Intellectual Property of all the vote tabulation system hardware, software and/or firmware, Bidder must have direct full-time access to trained engineers familiar with the system in order to keep the hardware, software and firmware in compliance with federal and state laws, rules and regulations when such federal and state laws, rules and regulations change during the term of the agreement, and for software and firmware maintenance and support.

3.04 Subcontractors or Third-Party Bidders

3.04.01 Subcontractors and third-party Bidders may be used to perform some work from time to time under this contract. If a Bidder submits a proposal with subcontractors or third-party Bidders, the Bidder must include with their proposal the following. A Bidder's failure to provide this information may cause Caldwell County to consider their proposal non-responsive and reject it:

- Complete name of the subcontractor or third-party Bidder;
- Complete address of the subcontractor third-party Bidder;
- Type of work the subcontractor or third-party Bidder shall be performing;
- Percentage of work the subcontractor or third-party Bidder shall be providing;
- Evidence, as set out in the relevant section of this RFP, that the subcontractor or third-party Bidder is qualified and competent to perform the work; and
- A written statement, signed by each proposed subcontractor and third-party Bidder, which clearly verifies that the subcontractor is committed to render the services

required by the contract.

- In addition, all the following requirements in the above sections must also be completed for each subcontractor or third-party Bidder in addition to being completed by the prime Bidder:
 - Experience/References: **3.01.01; 3.01.03; 3.01.04; 3.01.05**
 - Financial Capability: **3.02.02**
 - Ability to Sustain Vote Tabulation System Commitment: **3.03.01**

3.04.02 The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the Purchasing Agent or Project Director designated by Caldwell County.

3.04.03 The Bidder selected to be the contractor shall be required to assume responsibility for all contractual activities offered in its proposal whether or not the Bidder or subcontractor or third-party Bidder performs them. Further, Caldwell County shall consider the Bidder to be the sole point of contact with regard to contractual matters, including but not limited to payment of any and all costs resulting from the anticipated contract. The Bidder is totally and solely responsible for adherence by any subcontractor or third-party Bidder to all provisions of the contract.

3.05 Source Code Escrow and IP License

3.05.01 If the Bidder owns the software and firmware Intellectual Property, Bidder shall have entered into an escrow agreement with a third-party nationally recognized escrow provider in order to escrow the software and firmware Intellectual Property for the system purchased by Caldwell County. Bidder shall attach to the Technical Proposal such escrow agreement with its proposal.

3.05.02 if the Bidder does not own the software and firmware Intellectual Property, Bidder must:

- Attach to the Technical Proposal written documentation granting Bidder a perpetual license to the software and firmware
- Agree to maintain the source code for the software and firmware in a nationally recognized escrow provider for the benefit of Caldwell County. Bidder shall attach such escrow agreement to the Technical Proposal

3.05.03 any escrow agreement must:

- Identify the escrow agent/company which has operations in multiple counties;
- Allow for the deposit of the software source code for the proposed voting tabulation system components to the escrow agent/company;
- Allow for the deposit of the software documentation to the escrow agent/company;
- Contain terms confirming that Caldwell County will receive full access to the source code and rights to continue using the software for duration of the contract period, if the Bidder:
 - Becomes insolvent; or files a voluntary petition of bankruptcy; or

- Becomes subject to any proceeding of bankruptcy or insolvency law, whether domestic or international; or
- Discontinues support of the provided products or fails to support the products in accordance with its maintenance obligations and warranties; all while under an obligation to provide the foregoing.

3.05.04 within ninety (90) days of contract award the successful Bidder shall deliver the source code escrow package to the escrow agent, pursuant to the sample escrow agreement within.

3.06 Bid Bond

3.06.01 Bidder shall attach to its **Cost Proposal** a bid bond with satisfactory surety or a cashier's check in the amount of ten percent (10%) of the total bid. Proposals submitted without a bid bond or cashier's check in this amount will not be accepted.

3.07 Performance Bond

3.07.01 Bidder shall agree that, if successful, Bidder will provide Caldwell County with a performance bond from a nationally accredited bonding agency, company or authority equal to one-hundred percent (100%) of the contract value within ten (10) business days of the date of Notice of Intent to Award. If the Bidder fails to satisfactorily perform the contract, the nationally accredited bonding agency, company or authority that provided the performance bond will be required to obtain timely performance of the contract. In lieu of a performance bond, an irrevocable letter of credit, a certified check, or cash may be substituted as a security deposit. The amount of the surety deposit must be one-hundred percent (100%) of contract value. Substitution of a surety deposit must be approved by Caldwell County prior to its submittal. A Bidder's failure to provide the performance bond or acceptable surety deposit, within the required time, will cause Caldwell County to reject the proposal.

3.08 Site Inspection

3.08.01 A Bidder must agree, at risk of having its proposal rejected, to provide Caldwell County the opportunity to complete a site visit of Bidder's U.S. corporate headquarters and/or operational facilities before RFP award in order to gain an even better understanding of Bidder's capabilities.

3.09 Parent Company

3.09.01 If Bidder is owned or controlled by a parent company, please provide the following information with this proposal:

- Complete name of parent company
- Complete office address
- Nature of ownership

- Parent company's officers managing the Bidder

3.09.02 Conflict of Interest rules as outlined in **Section 1.11** will be determined by Caldwell County.

3.10 Project Team

3.10.01 The Bidder must establish a Project Manager. This individual must serve as the primary point of contact and will be responsible for communicating and facilitating all directives and issues provided by Caldwell County Project Director, and/or the Purchasing Agent. This individual will work closely with the Project Director. Any replacement of the person filling the role of Project Manager must be approved in writing by Caldwell County.

3.10.02 The Bidder must attach to its Technical Proposal an organizational chart of the titles of the personnel who will be initially assigned to the work called for in this RFP and illustrate the lines of authority.

3.10.03 Bidder must attach to its Technical Proposal the following information about each project team member:

- Title
- Duration of employment with the Bidder
- Resume

3.10.04 The Project Director designated by Caldwell County or the Purchasing Agent must approve any change of the Bidder's project team members named in the proposal, in advance and in writing. Personnel changes that are not approved by Caldwell County may be grounds for Caldwell County to terminate the contract. Approval of changes in the Bidder's project team members shall not be unreasonably withheld by Caldwell County.

3.11 Overall Voting System Requirements

3.11.01 The vendor's proposed voting system shall be certified by the EAC before implementation.

3.11.02 All equipment must be new or newly manufactured, not reconditioned or refurbished in any way.

3.11.03 Safeguards against tampering and damage must be provided. What safeguards are built into the voting system?

3.11.04 Ability to support at least 9,900 ballot styles on a single voting unit. Please describe.

3.11.05 Ability to support at least 99 splits in a precinct. Please describe.

3.11.06 Allow vote-for contests of greater than 9. Please describe.

3.11.07 Ability to support combined precincts, where more than one precinct is voting at the same location, on either the same or a different ballot style. Please describe.

3.11.08 Allow for the evaluation of write-ins for which the ballot target was left blank on standard ballots.

3.11.09 Allow the option of capturing images only of those ballots containing write-ins, rather than capturing images of all scanned ballots.

3.11.10 Allow the display of a Caldwell County emblem or seal on all voter-facing vote tabulation devices.

3.11.11 Ability of the election management system, precinct tabulator, and vote marking device to support variable language assignment on a precinct-by-precinct basis within the same election.

3.11.12 Ability of the election management system, precinct tabulator, and vote marking device to support at least 11 languages, including character-based languages like Chinese.

3.11.13 Automatically generate a paper ballot test deck along with the expected results reports on a precinct-by-precinct basis as well as on an election wide-basis.

3.12 Election Management System (EMS) and Election Reporting Software Requirements

Any proposed Election Management System (EMS) and Election Reporting System shall consist of the hardware and software required to perform all processes from election setup through the production of a final canvass.

The election management system software must:

3.12.01 Provide the ability to adjust all row heights and column widths for paper ballots.

3.12.02 Support 11"-, 14"-, 17"- and 19"-length ballot pages.

3.12.03 Support 4.25"- and 8.5"-wide ballot pages.

3.12.04 Create paper ballot layout PDF files that can be printed with either digital or offset technology.

3.12.05 Encrypt all confidential data saved to the removable memory media device (USB drive, flash card, etc.) with AES and bit strength of 128 or higher.

3.12.06 Support ballot design templates that allow the user to apply previous ballot layouts to future ballot designs. Please describe how this is accomplished.

3.12.07 Support election templates that allow election information, such as contests, precincts, and political districts, to be saved and applied to new elections. Please describe.

3.12.08 Allow users to sort information such as contest order, contest title, contest type, party affiliation, district information, vote for number, number of write-ins and candidate rotation by fields and customize the layout of various reports. Information should be exportable to XLSX or CSV. Please describe.

3.12.09 Use style sheets during ballot design to format the appearance of multiple contests with a single action. Please describe how this is accomplished.

- 3.12.10** Be designed so that users can systematically proceed through the election creation process confident that no key steps have been overlooked. Please describe how this is accomplished.
- 3.12.11** Provide the ability to verify all ballot content fits on each paper ballot style, without errors, in a single action.
- 3.12.12** Support a mixture of paper ballots that are single-sided and double-sided within the same election.
- 3.12.13** Create media devices for all election equipment using a single election management system application.
- 3.12.14** Create paper ballots composed of multiple ballot sheets.
- 3.12.15** Allow for the isolation of a single contest to perform fast and accurate recount operations on a certified system from the same ballots. Please describe.
- 3.12.16** Support simultaneous viewing of scanned ballot images and Cast Vote Record data.
- 3.12.17** Support dual-screen workstations, where the same election management application can be viewed and operated simultaneously on multiple monitors.
- 3.12.18** Allow for panels from within the software to be undocked and manipulated in another window.
- 3.12.19** Allow for the creation of non-geographic precincts or districts to which all ballot styles can be automatically assigned. Please describe.
- 3.12.20** Allow the import of data from text files.
- 3.12.21** Allow for one-click import of ballot translation text.
- 3.12.22** Allow for one-click import of ballot translation audio.
- 3.12.23** Provide for audio file generation with high-quality synthesized voice.
- 3.12.24** Enable up to 15 users to connect to the election management database simultaneously.
- 3.12.25** Run on, at minimum, Microsoft Windows 7 Professional 64-bit.
- 3.12.26** Support a database server using, at minimum, Microsoft Windows Server 2008, R2.
- 3.12.27** Allow preview or emulation of touch-screen vote marking devices within the election management software application. Please describe how this is accomplished.
- 3.12.28** During ballot design, provide the ability to manipulate the amount of space between letters so as to avoid lengthy candidate names being displayed in a different font or text wrapping to a second line.
- 3.12.29** Contain the ability to configure the number of voting equipment Results reports that print automatically.
- 3.12.30** Be user-friendly such that the vendor agrees to demonstrate the programming of a complete election on-site. Caldwell County will provide the election data and requirements for the election.

3.13 Precinct Digital Vote Tabulator

The following requirements apply to the precinct equipment that scans and tabulates votes at the precinct level. The precinct digital vote tabulator must:

3.13.01 Provide for the privacy of votes throughout the election process. Please describe how this is accomplished.

3.13.02 Include a touch screen of at least 12 inches to provide clear, concise feedback to the voters and poll workers.

3.13.03 Make clear to the voter how to cast a ballot. Please describe how this is accomplished.

3.13.04 Make clear to the voter when a voting action is complete. Please describe how this is accomplished.

3.13.05 Make clear to the voter/election official that the vote has been cast and stored. Please describe how this is accomplished.

3.13.06 Clearly indicate to the voter/election official whether or not a ballot has been processed.

3.13.07 Be capable of being programmed to alert voter to undervotes for specific contests and provide the opportunity for the voter to correct the ballot. Please describe.

3.13.08 Prevent the voter from overvoting a contest.

3.13.09 Include the option to allow the voter to overvote a contest, depending on Caldwell County laws.

3.13.10 Provide poll workers with on-screen instructions for operating the unit that are clear and complete. Please provide sample screens.

3.13.11 Provide poll workers with detailed instructions to help them assist the voter when poll worker intervention is required in the event of an error.

3.13.12 Be able to withstand frequent loading and unloading, stacking, assembling, disassembling, reassembling, and heavy use, without damage to internal circuitry. Be transportable, without damage to internal circuitry. Transportation conditions may include extremely bumpy roads and possibility of exposure to extreme heat and cold, dust, and other environmental elements. Please indicate how this was tested. Please describe the unit's ability to be resistant to damage.

3.13.13 Require minimal assembling/disassembling of parts, including any booth, table, ballot box, peripherals, etc. Please describe the steps to assemble/disassemble the unit at the poll site.

3.13.14 Require minimal poll worker poll opening and closing procedures. Please describe the steps to open and close the polls.

3.13.15 Include an option for a removable bin that allows for collection of ballots without requiring the poll workers to touch the voted ballots.

3.13.16 Provide an internal battery backup that can provide continuous operation in case of power failure for a minimum of two (2) hours.

3.13.17 Provide an internal battery backup that recharges automatically when power is connected to the system, regardless of whether the unit is turned on or off. A system in

which the battery requires removing and charging on a separate charging device will not be considered as qualifying under this requirement.

3.13.18 Alert the user when the device is operating on battery or AC power. Please describe how this is accomplished.

3.13.19 Be fully lockable and have no exposed communication ports.

3.13.20 Allow programmable memory device(s) to be sealed in the unit with a means of tamper detection. Please describe.

3.13.21 Allow easy access for clearing of jammed cards/ballots, with no tools required and ability to clear the jam in under one minute. Please describe.

3.13.22 Allow for easy access (less than one minute) to the imaging sensors for cleaning and diagnostics. Please describe.

3.13.23 Scan and store full, complete ballot images at a minimum of 200 dots per inch (DPI).

3.13.24 Allow for encrypted and digitally signed transfer of precinct results to the election management system (EMS). Please describe.

3.13.25 Contain stand-alone units so that if one unit fails, voting can continue seamlessly on another unit.

3.13.26 Employ a reusable, removable and interchangeable memory device that can be inserted into another unit to seamlessly continue voting on the second unit. Please describe.

3.13.27 Provide remedies in the event of a power failure. What are the impacts, procedures and remedies in the event of a power failure?

3.13.28 Be capable of retaining a record of all votes cast prior to a malfunction, in the instance of a malfunction. Please describe.

3.13.29 Not allow the printing of a Results report or extraction of such data until polls have been closed on the unit.

3.13.30 Employ an easy-load, drop-in paper roll for the report printer.

3.13.31 Provide a means of preventing continued voting when the polls are closed on the unit.

3.13.32 Provide the ability for an authorized official to re-open the polls in event of a court order.

3.13.33 Ensure long product lifecycle by including long-lasting components that allow for replacement or additional components that match the original components.

3.13.34 Require minimal consumables. Please list all consumables that would need to be checked and/or replenished, such as ballot paper and toner.

3.13.35 Be the election vendor's proprietary, purpose-built equipment; cannot be commercial-off-the-shelf (COTS) hardware.

3.13.36 If allowed, provide for the secure transmission of results via landline or wireless modem from the precinct tabulator to the EMS. Please describe.

3.13.37 Provide clear direction for write-in candidates.

3.14 Vote Marking Device

The following requirements apply to the precinct equipment that enables all voters, with or without disabilities, to vote independently. The vote marking device must:

- 3.14.01** Be a universal voting device that ensures all voters have the same opportunity to independently cast their votes. Please describe.
- 3.14.02** Provide for use of voters with disabilities. What kinds of disabilities may be accommodated and what are the user interfaces for doing so?
- 3.14.03** Provide for the privacy of votes throughout the election process. Please describe how this is accomplished.
- 3.14.04** Enable the voter to choose accessibility feature(s) without poll worker assistance. Please describe.
- 3.14.05** Automatically provide both audio and visual ballot information at the same time. Please describe how this is accomplished.
- 3.14.06** Enable a voter who is blind or has low vision to easily navigate the system. Please describe and provide images of controls like keypad, wheels, knobs, buttons, etc. in your response.
- 3.14.07** Enable a voter with limited mobility to navigate the system. Please describe how this is accomplished.
- 3.14.08** Have been reviewed by disability advocacy groups for the quality of ADA performance. Please provide representative feedback.
- 3.14.09** Enable the voter to control volume and tempo via the keypad without poll worker intervention. Please describe.
- 3.14.10** Include the ability for the voter to increase audio ballot volume so that it can be heard through headphones in a noisy poll environment.
- 3.14.11** Include a touch screen of at least 15 inches to make voting selections.
- 3.14.12** Make clear to the voter when a voting action is complete. Please describe how this is accomplished.
- 3.14.13** Allow the voter to review a summary of their selections audibly or on-screen before the voting selections are printed. Please describe.
- 3.14.14** Once selections are printed, allow the voter to re-insert the summary card for an audio and/or visual verification. The audio verification should read the selections in the language of the voter's choice.
- 3.14.15** Enable the voter to adjust screen font sizes. Please describe.
- 3.14.16** Enable the voter to adjust screen contrast.
- 3.14.17** Be capable of being programmed to alert voter to undervotes for specific contests and provide the opportunity for the voter to correct the ballot. Please describe.
- 3.14.18** Prevent the voter from overvoting a contest.
- 3.14.19** Provide poll workers with on-screen instructions for operating the unit that are clear and complete. Please provide sample screens.

3.14.20 Provide poll workers with detailed instructions to help them assist the voter when poll worker intervention is required in the event of an error.

3.14.21 Be compact, portable, and capable of easy transport. What are the dimensions and weight of the unit? What is the unit's total "footprint" when set up at the poll site?

3.14.22 Be able to withstand frequent loading and unloading, stacking, assembling, disassembling, reassembling, and heavy use, without damage to internal circuitry. Be transportable, without damage to internal circuitry. Transportation conditions may include extremely bumpy roads and possibility of exposure to extreme heat and cold, dust, and other environmental elements. Please indicate how this was tested. Please describe the unit's ability to be resistant to damage.

3.14.23 Provide poll workers with a method to immediately detect if a voting unit is not operating properly. Please describe.

3.14.24 Require minimal assembling/disassembling of parts, including any booth, table, ballot box, peripherals, etc. Please describe the steps to assemble/disassemble the unit at the poll site.

3.14.25 Employ a reusable, removable and interchangeable memory device that can be inserted into another unit to seamlessly continue voting on the second unit. Please describe. Please describe.

3.14.26 Include protection integrated in the unit against damage by power surges, brownouts, lightning and other transient current or voltage spikes.

3.14.27 Provide an internal battery backup that can provide continuous operation in case of power failure for a minimum of two (2) hours.

3.14.28 Provide an internal battery backup that recharges automatically when power is connected to the system, regardless of whether the unit is turned on or off. A system in which the battery requires removing and charging on a separate charging device will not be considered as qualifying under this requirement.

3.14.29 Be fully lockable and have no exposed communication ports.

3.14.30 Allow programmable memory device(s) to be sealed in unit with a means of tamper detection. Please describe.

3.14.31 Include an internal, tonerless, inkless printer.

3.14.32 Accept ballots/cards of 11-inch, 14-inch, 17-inch and 19-inch lengths.

3.14.33 Print voter selections on pre-cut sheets of paper in order to provide the needed accountability of sheets delivered to the polling place versus number of sheets cast, spoiled, and unused.

3.14.34 Maintain and print a log of all activities that includes timestamps.

3.14.35 Allow easy access for clearing of jammed cards/ballots, with no tools required and ability to clear the jam in under one minute. Please describe.

3.14.36 Allow for easy access (less than one minute) to the imaging sensors for cleaning and diagnostics. Please describe.

3.14.37 Contain stand-alone units so that if one unit fails, voting can continue seamlessly on another unit.

3.14.38 Provide remedies in the event of a power failure. What are the impacts, procedures and remedies in the event of a power failure?

3.14.39 Facilitate recounts through use of a human-readable paper record.

3.14.40 Require minimal maintenance during storage. What are the storage requirements for this unit? What maintenance is required during storage?

3.14.41 Require minimal consumables. Please list all consumables that would need to be checked and/or replenished, such as paper and toner.

3.14.42 Ensure long product lifecycle by including long-lasting components that allow for replacement or additional components that match the original components.

3.18 Project Management

3.18.01 The Bidder shall provide Project Management services for the duration of the contract and subsequent renewals. The cost of such services during the contract period shall be included in the Cost Proposal.

3.18.02 The Bidder shall prepare a Project Management plan to support deployment of the system. Bidder shall attach to its proposal:

- An initial project management narrative
- Project management timeline, including tasks and milestones, any dependencies, and whether Bidder or Caldwell County is responsible for each task listed

3.18.03 The Bidder shall name the Project Manager in its Technical Proposal. This individual will be the primary contact for Caldwell County throughout the term of the contract.

3.19 Intended Schedule

3.19.01 Activities in support of this contract shall begin no later than 15 days from the time that the contract is awarded.

3.19.02 Within 20 days of contract signing, Caldwell County and Bidder will jointly finalize the project timeline. No deviation from this project timeline shall be allowed without prior written consent of Caldwell County.

3.20 Delivery, Installation and Acceptance Testing

3.20.01 All facility preparation will be the responsibility of Caldwell County. Caldwell County will prepare the facilities in accordance with the Bidder's written site specifications on or before the facility readiness date specified by the Bidder.

3.20.02 The Bidder must comply with all delivery and installation dates determined and agreed upon by Caldwell County and Bidder once the contract has been awarded.

3.20.03 All goods purchased through this contract will be F.O.B. or C.I.F. final

destination based on negotiation of best transportation rates. In other words, the Bidder shall be responsible for all costs to ship and transfer the hardware, firmware, software, peripherals, manuals, and other items. The Bidder shall deliver all such items to a facility designated by Caldwell County located in Lockhart, Texas.

3.20.04 All hardware, firmware, software, peripherals, manuals, and other items shall be properly packaged or otherwise protected during shipment.

3.20.05 The Bidder shall open, set in place, and install at no additional cost to Caldwell County, all supplied software, firmware and hardware that are Bidder-installable at Caldwell County's site. The Bidder will be responsible for coordinating delivery and installation with Caldwell County.

3.20.06 The Bidder must provide Caldwell County with checklists to be completed and signed attesting to the successful installation and acceptance testing of the vote tabulation system equipment. The Bidder shall assist Caldwell County with acceptance testing as required.

3.20.07 All installation and assistance with acceptance testing services are to be included in the Cost Proposal as part of this bid.

3.20.08 The system and all its components, including the software, firmware and hardware, shall operate in substantial conformance with the Bidder's published specifications applicable to such software, firmware, hardware on the date of this agreement.

3.20.09 During the period of delivery, installation, and acceptance testing, Caldwell County will require the Bidder to replace any or all components of the voting system which has failed the acceptance testing requirements.

3.20.10 All Caldwell County acceptance testing will be completed within a thirty (30) day period.

3.20.11 Immediately upon successful completion of the acceptance testing, Caldwell County shall notify the Bidder in writing of the acceptance of the voting system.

3.21 Training

The Bidder will be responsible for providing a comprehensive training program and related manuals. Training programs should cover every function from programming of voting devices to troubleshooting techniques to Election Day polling place procedures. Training programs, related materials, and documentation will be provided at all levels of the election process. Such training shall be sufficient to enable Caldwell County officials to operate the voting systems without continuous assistance from the Bidder.

3.21.01 Bidder shall attach a training plan with its Technical Proposal. The training plan should provide a description of each training course offered, the intended audience, any pre-requisites, the length of the course, and maximum number of participants.

3.21.02 The Bidder shall include standard rates for follow-up training in the Optional section of Pricing so that Caldwell County may calculate the anticipated cost of these services over the contract period and subsequent renewals.

3.21.03 Proposed training for Caldwell County election officials should also be performed at a facility designated by Caldwell County located in Lockhart, Texas. The Bidder's proposal may suggest alternative training locations.

3.21.04 The Bidder shall include in its Cost Proposal all costs related to training.

3.22 Logic and Accuracy Testing Support

3.22.01 The Bidder shall provide logic and accuracy testing support prior to each election. The cost of such support is to be included in the Cost Proposal as part of this bid.

3.23 Election Support

3.23.01 On-Site Election Support. The Bidder shall provide on-site election support services for the first election. Caldwell County will define the specific services needed at that time, such as assistance with pre-election testing, Election Day technical support and roving, results aggregation, reporting, canvassing, and auditing. Election support should include the day before each election, Election Day, and the day after the election. Cost of such services is to be included in the Cost Proposal as part of this bid.

3.24 Help Desk Support

3.24.01 The Bidder shall provide a Help Desk with fully qualified, experienced software and hardware technicians. The Help Desk must provide a toll-free number to allow Caldwell County to leave a message for technicians 24 hours a day for after-hours calls. The Help Desk must be staffed from at least 7 a.m.-7 p.m. Central Time Monday through Friday during regular, non-election periods. The Help Desk must be staffed on Election Day for at least a 24-hour period starting at 4 a.m. Central Time. The Help Desk must be staffed such that phone calls, including any on Election Day, are answered immediately by a fully qualified technician who can begin resolving the issue or question.

3.25 Documentation

3.25.01 The Bidder shall provide documentation to Caldwell County within the required timeframes to be determined and agreed upon by the Purchasing Agent and Bidder once the contract has been awarded.

Electronic copies of the following documentation shall be included with each electronic copy of the Bidder's Technical Proposal:

- Election staff training manuals
- User manuals for each device
- Administrative manuals for the election management system (EMS) and reporting software
- User manuals for the election management system (EMS) and reporting software

3.26 Warranty

3.26.01 The Bidder shall include a minimum one-year warranty for all voting system hardware, software, and/or firmware. The warranty will include, during the one-year term, all software and firmware updates, as well as hardware repair or replacements in order to repair defects in the system.

3.27 Post-Warranty Programs

3.27.01 The Bidder shall describe its post-warranty hardware vote tabulation device hardware maintenance program and post-warranty software and firmware license. The Bidder shall attach a sample agreement to its Technical Proposal, and provide pricing in its Cost Proposal.

3.28 Sample Standard System Agreement

3.28.01 The Bidder should attach its standard system agreement to its Technical Proposal.

3.29 Provisions of the RFP

3.29.01 The Bidder must sign and attach **Appendix A: Bidder Certification Form** to their Technical Proposal. This certification indicates agreements to provisions of this RFP.

3.30 Confidentiality

3.30.01 The Bidder should note any sections of the proposal that are confidential, along with the reasons for confidentiality. Bidders may not mark the entire proposal confidential.

SECTION FOUR: PROPOSAL FORMAT AND CONTENT

4.01 Proposal Format and Content

Bidders must follow the format set out in this RFP and provide all information requested. Failure to include any of these items in its proposal may cause the proposal to be rejected.

4.02 Cover Letter

A cover letter, at the beginning of the proposal, must include the complete name and address of Bidder's firm and the name, mailing address, e-mail address, and telephone number of the person the <Purchasing Agent> should contact regarding the proposal.

4.03 Bidder Certification Form

The **Bidder Certification Form**, found as **Appendix A** of this RFP, must be completed and signed by a company officer empowered to bind the company.

4.04 Executive Summary

Please provide an executive summary highlighting the main points of your proposal. Do not provide any pricing or cost information in the executive summary or anywhere else in the Technical Proposal.

4.05 Requirements

Please respond to all Requirements in **Section Three**. Responses to requirements will be scored.

4.06 Required Enclosures

Bidders must provide all documents, samples, or other information specifically required in this RFP, including (but not limited to) the following as requested in **Section 1.02 Return Instructions, Mailing Address and Deadline for Receipt of Proposals** and **Section 3.0 Requirements**:

- Customer references for Bidder and any Subcontractor
- Copies of last five (5) year-end audited financial statements by an accredited third party internationally recognized accounting agency for both Bidder and any subcontractor

- If Bidder is not the manufacturer, written documentation from the manufacturer guaranteeing to provide the Bidder access to vote tabulation device repair parts for warranty and post-warranty repair for a 10-year period
- Any requested information about subcontractors or third-party Bidders
- Proposed source code escrow agreement
- If the Bidder does not own the software and firmware Intellectual Property, written document granting Bidder perpetual license to software and firmware being bid
- If Bidder is owned or controlled by parent company, parent company information
- Project Team organizational chart
- Project Team resumes
- Project management narrative
- Project management timeline
- Training plan
- Copies of documentation (electronic copies, to be included on the media with the electronic copies of the Technical Proposal)
- All requested hard and electronic copies of the Technical Proposal
- Proposed post-warranty hardware maintenance agreement
- Standard system agreement
- Bidder Certification Form

Attach to separately sealed Cost Proposal:

- Bid Bond
- All requested hard and electronic copies of the Cost Proposal.

4.07 Cost Proposal

Cost proposals must be completed according to the **Cost Proposal Template** provided in the **Appendix B**.

All line items of the template must be completed in full. Should a Bidder wish to indicate that a line item in the template does not apply to its proposal, it should enter the item as N/A. An incomplete template will be considered nonresponsive, and the Bidder's proposal may be rejected. The Bidder is encouraged to include any explanations, details or notes regarding the cost proposal on additional pages to accompany the **Cost Proposal Template** in **Appendix B**.

Cost proposals will be evaluated after the technical proposals; therefore, Bidders must submit the Cost Proposal any additional detail pages, and the required bid bond in a separate, sealed envelope. The lowest Cost Proposal will not necessarily be awarded the contract.

4.07.01 Device Costs

All costs must be indicated on a per unit basis for each type of device. Furthermore, unit costs must be divided into the categories provided on the template. All unit costs

proposed should be held firm by the Bidder for a period of six (6) months prior to the issuance of the contract.

4.07.02 Election Management System (EMS) Costs

The proposed cost for the EMS system proposed by the Bidder must be stated as a Caldwell County-wide cost including all precincts and any regional central tabulation systems.

4.07.03 Vote Tabulation Device Maintenance Costs

As noted in **Section 1.24 Contract Term and Renewal**, Caldwell County intends to enter into a contract with an initial contract term of five (5) years.

After the initial five (5) year contract term, the post-warranty vote tabulation hardware and software license, maintenance and support agreement shall automatically renew for an unlimited number of successive one-year periods until ended by written notice by either party. Bidders are required to propose an estimate of such annual costs that will automatically renew.

Any maintenance costs not covered by warranty during the one-year warranty period must be shown.

4.07.04 Software and Firmware License and Maintenance Costs

The Cost Proposal must indicate the annual license, maintenance and support costs required for continued license, support and upgrades for the proposed software and firmware.

4.07.05 Evaluation Criteria

All proposals will be reviewed to determine if they are responsive. Responsive proposals will be evaluated in terms of the criteria set out in **Section Five**. After evaluation, the Purchasing Agent may select 2 to 3 of the most qualified proposals for equipment demonstration, oral interviews/discussions, site visit, reviews and final award.

SECTION FIVE: EVALUATION CRITERIA AND BIDDER SELECTION

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 1000.

5.01 Bidder Experience and Qualifications

350 Points of the total possible evaluation points will be assigned to this criterion. Proposals will be evaluated against responses in to the following sections: **Bidder's/Subcontractor's Experience/References; Bidder's/Subcontractor's Financial Capability; Ability to Sustain Vote Tabulation System Commitment; Subcontractors or Third-Party Bidders; Source Code Escrow and IP License; Site Inspection; Parent Company; Project Team.**

5.02 Voting System Requirements

300 Points of the total possible points will be assigned to this criterion. Proposals will be evaluated in terms of the information requested in the following sections: **Overall Voting System Requirements; Election Management System (EMS) and Election Reporting Software Requirements; Precinct Digital Vote Tabulator; and Vote Marking Device.**

5.03 Contract Cost

150 Points of the total possible evaluation points will be assigned to cost

5.04 Implementation Requirements

100 Points of the total possible evaluation points will be assigned to this criterion. Proposals will be evaluated in terms of the information requested in the following sections: **Project Management; Intended Schedule; Delivery, Installation and Acceptance Testing; Training; Logic and Accuracy Testing Support.**

5.05 Service and Support Requirements

100 Points of the total possible points will be assigned to this criterion. Proposals will be evaluated in terms of the information requested in the following sections: **Election Support; Help Desk Support; Documentation; Warranty; Post-Warranty Programs**

5.06 General Selection Process

A Contract shall be awarded in accordance with the competitive sealed proposals process. The competitive sealed proposals method is based on discussions and revision of proposals during these discussions.

Accordingly, Caldwell County may hold discussions with all Bidders judged reasonable susceptible of being selected for contract award. However, Caldwell County reserves the right to not hold discussions with Bidders that are not selected as the 2 to 3 finalists. In either case, of holding discussions or not doing so, Caldwell County may determine a Bidder to be “not responsible” and/or “not reasonably susceptible of being selected for award” after the initial closing date for receipt of proposals and the review of those proposals.

5.07 Selection Process Sequence

- The first step in the process will be an evaluation of Bidder experience and qualification, and for technical merit of the proposed system. During this review the list of Bidders will be narrowed down to the 2 to 3 most qualified Bidders based on experience and proposed system.
- If needed, the list of finalists may be asked to participate in oral presentations, equipment demonstration and discussions. The purpose of such discussions would be to assure a full understanding of Caldwell County’s requirements and the Bidder’s ability to perform and to facilitate arrival at a contract that will be most advantageous to Caldwell County. For scheduling purposes, Bidders should be prepared to make an oral presentation, to demonstrate the voting system proposed, and to participate in discussions within 2 weeks of the delivery of proposals to Caldwell County. The Purchasing Agent will contact Bidders when the schedule is set by the <Procurement Office>.
- Bidders must confirm in writing any substantive oral clarification, or change in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the Bidder’s proposal.
- The Cost Proposal of each qualified Bidder will be evaluated separately from the experience and technical evaluation. After a review of the Cost Proposals of qualified Bidders, the Purchasing Agent may again conduct discussions to further evaluation the Bidder’s entire proposal.
- When, in the best interest of Caldwell County, the <Procurement Office> may permit Bidders who have submitted acceptable proposals to review their initial proposals and submit, in writing, best and final offers (BAFOs).

5.08 Award Determination

Upon completion of all discussions and negotiations, reference checks, demonstrations and testing, the Procurement Office will recommend award of a contract to the qualified Bidder whose proposal is determined to be the most advantageous to Caldwell County considering experience and technical evaluation factors, and price factors as set forth in

this RFP. In making the most advantageous Bidder determination, the experience and technical factors will be given greater weight than price factors.

Appendix A: Bidder Certification Form

This form must be signed by an individual authorized to bind the Bidder to the provisions of the RFP. If any Bidder fails to comply with the provisions stated in this paragraph, Caldwell County reserves the right to reject the proposal, terminate the contract, or consider the Bidder in default.

Name of Company

agrees to the following provisions:

- Following the laws of Caldwell County. All terms, conditions, and requirements set forth in this RFP
- A condition that the proposal submitted was independently proposed and without collusion
- A condition that the offer will remain open and valid for the period indicated in this RFP of one hundred-twenty (120) days.

And (select one):

- ___ A condition that the Bidder working on the contract does not have a possible conflict of interest, or,
- ___ To disclose below any instances where the firm or individuals working on the contract have a possible conflict of interest and, if so, the nature of that conflict:

If any Bidder fails to comply with the provisions stated in this paragraph, Caldwell County reserves the right to reject the proposal, terminate the contract, or consider the Bidder in default.

Name, Title of Authorized Signatory

Date

Appendix B: Cost Proposal Template

Note: Caldwell County reserves the right to increase the estimated quantities noted (with a corresponding increase in vendor deliverables).

Description	Quantity	Unit Price	Total
A) Hardware			
Precinct Digital Vote Tabulator Including: - Precinct Tabulator - Transport Case - Ballot Box - Paper Roll - Election Memory Media Device		\$	\$
Precinct Digital Vote Tabulator Backup Battery		\$	\$
Vote Marking Device Including: - Vote Marking Device Unit - Transport Case - ADA Keypad - Headphones - Election Memory Media Device		\$	\$
Vote Marking Device Backup Battery		\$	\$
Any additional hardware to run election (3 rd party hardware, servers, additional memory devices, booths, etc.) Please indicate quantity and price:		\$	\$
A) TOTAL HARDWARE COST			\$

Description	Unit Price	Total
B) SOFTWARE		
Election Management System/Election Reporting System Initial Annual Licensing Cost:	\$	\$
B) TOTAL SOFTWARE COST		\$

Description	Quantity	Unit Cost	Total
C) EQUIPMENT INSTALLATION, PROJECT MANAGEMENT, TRAINING, L&A SUPPORT AND SITE SUPPORT SERVICES			
Equipment Installation		\$	\$
Project Management Days		\$	\$
Training Days		\$	\$
Logic and Accuracy Testing Support		\$	\$
Site Support Events (One Event includes a person on-site the day before, day of, and day after an Election)		\$	\$
Other:		\$	\$
C) TOTAL SERVICE COST			\$

Description	Quantity	Unit Cost	Total
D) SHIPPING AND TRANSPORTATION COST			
Shipping and transportation cost		\$	\$
D) SHIPPING AND TRANSPORTATION COST			\$

Description	Quantity	Unit Cost	Total Per Year
E) ANNUAL POST-WARRANTY HARDWARE MAINTENANCE COST			
Per Unit for Precinct Digital Vote Tabulator		\$	\$
Per Unit for Vote Marking Device		\$	\$
E) TOTAL POST-WARRANTY HARDWARE MAINTENANCE COST PER YEAR			\$
F) ANNUAL POST-WARRANTY SOFTWARE AND FIRMWARE LICENSE, MAINTENANCE AND SUPPORT FEES			
Election Management System/Election Reporting System		\$	\$
F) TOTAL POST-WARRANTY SOFTWARE AND FIRMWARE LICENSE, MAINTENANCE AND SUPPORT FEES PER YEAR			\$

Description	Quantity	Unit Cost	Total Per Year
G) TRADE-IN ALLOWANCES			
Trade-In Equipment (List):		\$	\$
G) TRADE-IN ALLOWANCES			\$

Description	Price
A) TOTAL HARDWARE COST	\$
B) TOTAL SOFTWARE COST	\$
C) TOTAL SERVICE COST	\$
D) TOTAL SHIPPING AND TRANSPORTATION COST	\$
E) TOTAL HARDWARE MAINTENANCE COST PER YEAR	\$
F) TOTAL SOFTWARE AND FIRMWARE LICENSE, MAINTENANCE AND SUPPORT FEES PER YEAR	\$
G) LESS: TRADE-IN ALLOWANCES	\$
GRAND TOTAL	\$

Description	Quantity	Unit Cost	Total Per Year
OPTIONAL			
Follow-up training		\$	\$
Site support after first year (per year)		\$	\$
After initial 5-year contract, annual cost of post-warranty hardware maintenance		\$	\$
After initial 5-year contract, annual cost of software and firmware license, maintenance, and support		\$	\$
		\$	\$
		\$	\$
		\$	\$
OPTIONAL			\$

I have read, acknowledge and understand all terms, conditions and requirements contained in this proposal:

COMPANY NAME: _____

ADDRESS _____

TELEPHONE #: _____ FAX #: _____ E-MAIL: _____

NAME AND TITLE
OF PERSON SIGNING: _____

SIGNATURE: _____ DATE: _____

"I have the authority to bind the Corporation/Company/Partnership"

LOWEST COST PROPOSAL NOT NECESSARILY AWARDED

ADDENDUM TO REQUEST FOR PROPOSAL #2

VOTE TABULATION SYSTEM FOR CALDWELL COUNTY

1. 2.01 Scope of work and requirements overview.

The new vote tabulation system must also include:

*Precinct equipment, which will be distributed throughout the seventeen (17) election day polling sites in the county and two (2) early voting sites. All polling locations will have one (1) precinct digital vote tabulator with ballot box and six (6) vote marking devices.

*Vote tabulation system must be state certified for vote centers.

*The vendor will also include in this bid thirty-six (36) poll books.

*Caldwell County requires a fully automated voter activation process.

2. 2.02.01 Caldwell County voters.

As of the 2017 election, Caldwell County has approximately 22,928 registered voters. Caldwell County is divided into thirty-one (31) precincts distributed over seventeen (17) election day polling sites. (In addition, early voting is accommodated at one (1) central and one (1) regional location beginning fourteen (14) days before election day.)