

COUNTY OF FRESNO

REQUEST FOR PROPOSAL

NUMBER: 578-5389

SIGNATURE CAPTURE AND COMPARISON

Issue Date: October 20, 2015

Closing Date: NOVEMBER 19, 2015

Proposal will be considered LATE when the official Purchasing time clock reads 2:00 P.M.

Questions regarding this RFP should be directed to: Gary E. Cornuelle,
phone (559) 600-7114 or e-mail gcornuelle@co.fresno.ca.us.

Check County of Fresno Purchasing's website at
<https://www2.co.fresno.ca.us/0440/Bids/BidsHome.aspx>
for any future addenda.

Please submit all Proposals to:

County of Fresno - Purchasing
4525 E. Hamilton Avenue, 2nd Floor
Fresno, CA 93702-4599

BIDDER TO COMPLETE

Undersigned agrees to furnish the commodity or service stipulated in the attached response at the prices and terms stated, subject to the attached "County of Fresno Purchasing Standard Instructions And Conditions For Requests For Proposals (RFP's) And Requests For Quotations (RFQ's)".

COMPANY

ADDRESS

CITY

STATE

ZIP CODE

()

TELEPHONE NUMBER

()

FACSIMILE NUMBER

E-MAIL ADDRESS

SIGNATURE (IN BLUE INK)

PRINT NAME

TITLE

PURCHASING USE: GEC:ssj

ORG/Requisition: 28500100 / 8501600066

COUNTY OF FRESNO PURCHASING

STANDARD INSTRUCTIONS AND CONDITIONS FOR REQUESTS FOR PROPOSALS (RFP'S) AND REQUESTS FOR QUOTATIONS (RFQ'S)

Note: the reference to "bids" in the following paragraphs applies to RFP's and RFQ's

GENERAL CONDITIONS

By submitting a bid the bidder agrees to the following conditions. These conditions will apply to all subsequent purchases based on this bid.

1. BID PREPARATION:

- A) All prices and notations must be typed or written in ink. No erasures permitted. Errors may be crossed out, initialed and corrections printed in ink by person signing bid.
- B) Brand Names: Brand names and numbers when given are for reference. Equal items will be considered, provided the offer clearly describes the article and how it differs from that specified. In the absence of such information it shall be understood the offering is exactly as specified.
- C) State brand or make of each item. If bidding on other than specified, state make, model and brand being bid and attach supporting literature/specifications to the bid.
- D) Bid on each item separately. Prices should be stated in units specified herein. All applicable charges must be quoted; charges on invoice not quoted herein will be disallowed.
- E) Time of delivery is a part of the consideration and must be stated in definite terms and must be adhered to. F.O.B. Point shall be destination or freight charges must be stated.
- F) All bids must be dated and signed with the firm's name and by an authorized officer or employee.
- G) Unless otherwise noted, prices shall be firm for one hundred eighty (180) days after closing date of bid.

2. SUBMITTING BIDS:

- A) Each bid must be submitted on forms provided in a sealed envelope/package with bid number and closing date and time on the outside of the envelope/package.
- B) Interpretation: Should any discrepancies or omissions be found in the bid specifications or doubt as to their meaning, the bidder shall notify the Buyer in writing at once. The County shall not be held responsible for verbal interpretations. Questions regarding the bid must be received by Purchasing stated within this document. All addenda issued shall be in writing, duly issued by Purchasing and incorporated into the contract.
- C) **ISSUING AGENT/AUTHORIZED CONTACT:** This RFP/RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFP/RFQ, its content, and all issues concerning it.

All communication regarding this RFP/RFQ shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFP/RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of

contact for discussions or information pertaining to the RFP/RFQ. Contact with any other County representative, including elected officials, for the purpose of discussing this RFP/RFQ, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFP/RFQ, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

- D) Bids received after the closing time will NOT be considered.
- E) Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.

3. FAILURE TO BID:

- A) If not bidding, return bid sheet and state reason for no bid or your name may be removed from mailing list.

4. TAXES, CHARGES AND EXTRAS:

- A) County of Fresno is subject to California sales and/or use tax (8.225%). Please indicate as a separate line item if applicable.
- B) **DO NOT** include Federal Excise Tax. County is exempt under Registration No. 94-73-03401-K.
- C) County is exempt from Federal Transportation Tax. Exemption certificate is not required where shipping papers show consignee as County of Fresno.
- D) Charges for transportation, containers, packing, etc. will not be paid unless specified in bid.

5. W-9 – REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION & CALIFORNIA FORM 590 WITHHOLDING EXEMPTION CERTIFICATE:

Upon award of bid, the vendor shall submit to County Purchasing, a completed IRS Form W-9 - Request for Taxpayer Identification Number and

Proposal No. 578-5389

Certification and a California Form 590 Withholding Exemption Certificate if not currently a County of Fresno approved vendor.

6. AWARDS:

- A) Award(s) will be made to the most responsive responsible bidder; however, the Fresno County Local Vendor Preference and/or the Disabled Veteran Business Enterprise Preference shall take precedence when applicable. Said Preferences apply only to Request for Quotations for materials, equipment and/or supplies only (no services); the preference do not apply to Request for Proposals. RFQ evaluations will include such things as life-cycle cost, availability, delivery costs and whose product and/or service is deemed to be in the best interest of the County. The County shall be the sole judge in making such determination.
- B) Unless bidder gives notice of all-or-none award in bid, County may accept any item, group of items or on the basis of total bid.
- C) The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids.
- D) Award Notices are tentative: Acceptance of an offer made in response to this RFP/RFQ shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.
- E) After award, all bids shall be open to public inspection. The County assumes no responsibility for the confidentiality of information offered in a bid.

7. TIE BIDS:

All other factors being equal, the contract shall be awarded to the Fresno County vendor or, if neither or both are Fresno County vendors, it may be awarded by the flip of a coin in the presence of witnesses or the entire bid may be rejected and re-bid. If the General Requirements of the RFQ state that they are applicable, the provisions of the Fresno County Local Vendor Preference shall take priority over this paragraph.

8. PATENT INDEMNITY:

The vendor shall hold the County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this bid.

9. SAMPLES:

Samples, when required, must be furnished and delivered free and, if not destroyed by tests, will upon written request (within thirty (30) days of bid closing date) be returned at the bidder's expense. In the absence of such notification, County shall have the right to dispose of the samples in whatever manner it deems appropriate.

10. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

- A) In case of default by vendor, the County may procure the articles or service from another source and may recover the cost difference and related expenses occasioned thereby from any unpaid balance due the vendor or by proceeding against performance bond of the vendor, if any, or by suit against the vendor. The prices paid by the County shall be considered the prevailing market price at the time such purchase is made.
- B) Articles or services, which upon delivery inspection do not meet specifications, will be rejected and the vendor will be considered in

default. Vendor shall reimburse County for expenses related to delivery of non-specified goods or services.

- C) Regardless of F.O.B. point, vendor agrees to bear all risks of loss, injury or destruction to goods and materials ordered herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder.

11. DISCOUNTS:

Terms of less than fifteen (15) days for cash payment will be considered as net in evaluating this bid. A discount for payment within fifteen (15) days or more will be considered in determining the award of bid. Discount period will commence either the later of delivery or receipt of invoice by the County. Standard terms are Net forty-five (45) days.

12. SPECIAL CONDITIONS IN BID SCHEDULE SUPERSEDE GENERAL CONDITIONS:

The "General Conditions" provisions of this RFP/RFQ shall be superseded if in conflict with any other section of this bid, to the extent of any such conflict.

13. SPECIAL REQUIREMENT:

With the invoice or within twenty-five (25) days of delivery, the seller must provide to the County a Material Safety Data Sheet for each product, which contains any substance on "The List of 800 Hazardous Substances", published by the State Director of Industrial Relations. (See Hazardous Substances Information and Training Act, California State Labor Code Sections 6360 through 6399.7.)

14. RECYCLED PRODUCTS/MATERIALS:

Vendors are encouraged to provide and quote (with documentation) recycled or recyclable products/materials which meet stated specifications.

15. YEAR COMPLIANCE WARRANTY:

Vendor warrants that any product furnished pursuant to this Agreement/order shall support a four-digit year format and be able to accurately process date and time data from, into and between the twentieth and twenty-first centuries, as well as leap year calculations. "Product" shall include, without limitation, any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein. This warranty shall survive termination or expiration of this Agreement.

In the event of any decrease in product functionality or accuracy related to time and/or date data related codes and/or internal subroutines that impede the product from operating correctly using dates beyond December 31, 1999, vendor shall restore or repair the product to the same level of functionality as warranted herein, so as to minimize interruption to County's ongoing business process, time being of the essence. In the event that such warranty compliance requires the acquisition of additional programs, the expense for any such associated or additional acquisitions, which may be required, including, without limitation, data conversion tools, shall be borne exclusively by vendor. Nothing in this warranty shall be construed to limit any rights or remedies the County may otherwise have under this Agreement with respect to defects other than year performance.

16. PARTICIPATION:

Bidder may agree to extend the terms of the resulting contract to other political subdivision, municipalities and tax-supported agencies.

Such participating Governmental bodies shall make purchases in their own name, make payment directly to bidder, and be liable directly to the bidder, holding the County of Fresno harmless.

Proposal No. 578-5389

17. CONFIDENTIALITY:

All services performed by vendor shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

Vendor shall submit to County's monitoring of said compliance.

Vendor may be a business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures of PHI may not be more expansive than those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

Vendor shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

18. APPEALS:

Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP/RFQ. Appeals should be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue, Fresno, California 93702-4599. Appeals should address only areas regarding RFP contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP/RFQ process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) working days after Purchasing's notification; except if, notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.

19. OBLIGATIONS OF CONTRACTOR:

- A) CONTRACTOR shall perform as required by the ensuing contract. CONTRACTOR also warrants on behalf of itself and all subcontractors engaged for the performance of the ensuing contract that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.
- B) CONTRACTOR shall obey all Federal, State, local and special district laws, ordinances and regulations.

20. AUDITS & RETENTION:

The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three (3) years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

21. DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS:

Applies to Request for Proposal (RFP); does not apply to Request for Quotation (RFQ) unless specifically stated elsewhere in the RFQ document.

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as "Bidder"):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
 - fraud or a 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 a federal or state antitrust statute;
 - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
 - false statements or receipt of stolen property

Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

22. DATA SECURITY:

Individuals and/or agencies that enter into a contractual relationship with the COUNTY for the purpose of providing services must employ adequate controls and data security measures, both internally and externally to ensure and protect the confidential information and/or data provided to contractor by the COUNTY, preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of COUNTY data including sensitive or personal client information; abuse of COUNTY resources; and/or disruption to COUNTY operations.

Individuals and/or agencies may not connect to or use COUNTY networks/systems via personally owned mobile, wireless or handheld devices unless authorized by COUNTY for telecommuting purposes and provide a secure connection; up to date virus protection and mobile devices must have the remote wipe feature enabled. Computers or computer peripherals including mobile storage devices may not be used (COUNTY or Contractor device) or brought in for use into the COUNTY's system(s) without prior authorization from COUNTY's Chief Information Officer and/or designee(s).

No storage of COUNTY's private, confidential or sensitive data on any hard-disk drive, portable storage device or remote storage installation unless encrypted according to advance encryption standards (AES of 128 bit or higher).

The COUNTY will immediately be notified of any violations, breaches or potential breaches of security related to COUNTY's confidential information,

Proposal No. 578-5389

data and/or data processing equipment which stores or processes COUNTY data, internally or externally.

COUNTY shall provide oversight to Contractor's response to all incidents arising from a possible breach of security related to COUNTY's confidential client information. Contractor will be responsible to issue any notification to affected individuals as required by law or as deemed necessary by COUNTY in its sole discretion. Contractor will be responsible for all costs incurred as a result of providing the required notification.

23. PURCHASING LOCATION & HOURS:

Fresno County Purchasing is located at 4525 E. Hamilton Avenue (**second floor**), Fresno, CA 93702. Non-holiday hours of operation are Monday through Friday, 8:00 A.M. to 12:00 Noon and 1:00 P.M. to 5:00 P.M. PST; Purchasing is closed daily from 12:00 Noon to 1:00 P.M. The following holiday office closure schedule is observed:

January 1*	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
Third Monday in February	Washington - Lincoln Day
March 31*	Cesar Chavez' Birthday
Last Monday in May	Memorial Day
July 4*	Independence Day
First Monday in September	Labor Day
November 11*	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
Friday following Thanksgiving	
December 25*	Christmas

* When this date falls on a Saturday, the holiday is observed the preceding Friday. If the date falls on a Sunday, the holiday is observed the following Monday.

24. FRESNO COUNTY BOARD OF SUPERVISORS ADMINISTRATIVE POLICIES:

ADMINISTRATIVE POLICY NUMBER 5

Contract Salary Limitation Fresno

County Administrative Policy No. 5 provides that in contracts with non-profit organizations that primarily serve Fresno County and professional service contracts where Fresno County is the sole client, the contractors must agree to the following contract language: "The contractor agrees to limit administrative cost to a maximum of 15% of the total program budget and to limit employee benefits to a maximum of 20% of total salaries for those employees working under this agreement during the term of the agreement. Failure to conform to this provision will be grounds for contract termination at the option of the County of Fresno." Any bidder that wishes an exemption from this contract requirements must set forth the request for exemption, as well as a complete explanation of why the exemption should be granted, in the bidder's response to the RFP. Only the Board of Supervisors can approve such exemption.

Policy Statement: Contractors shall be limited to a maximum 15% administrative cost as compared to the total program budget and employee benefits shall be limited to a maximum of 20% of salaries.

The following language will be included in each applicable contract:

"The contractor agrees to limit administrative cost to a maximum of 15% of the total program budget and to limit employee benefits to a maximum of 20% of total salaries for those employees working under this agreement during the term of this agreement. Failure to conform to this provision will be grounds for contract termination at the option of the County of Fresno."

The above provision shall be applied to renewal or multi-year contracts with non-profit organizations which primarily serve Fresno County and professional services contracts where

Fresno County is the sole client, such as:

- Community based organization service contracts related to social services, health services, or probation services.
- Cultural art program contracts.
- Professional services contracts.

This policy will not apply to contracts between the County and the Federal or State governments; or one-time contracts. The Board of Supervisors will consider exemptions to this policy only upon the recommendation of the County Administrative Office.

Management Responsibility: It shall be the responsibility of any County official authorized by the Board of Supervisors to execute contracts or enter into agreements on behalf of the County to review all applicable contracts to insure that this policy is fully enforced.

It shall be the responsibility of the County Administrative Officer to review requests for exemptions to this policy and to make recommendations to the Board of Supervisors on such requests for exemption.

ADMINISTRATIVE POLICY NUMBER 34

Competitive Bids and Requests for Proposals

Fresno County Administrative Policy No. 34 provides that no person, firm or subsidiary thereof who has been awarded a consulting services contract by the County, may submit a bid for, or be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract. Any bidder that wishes an exemption from this contract limitation must set forth the request for exemption, as well as a complete explanation of why the exemption should be granted, in the bidder's response to the RFP. Only the Board of Supervisors, on a four-fifths (4/5) vote finding that such waiver is in the best interests of the County, can waive this policy.

Definitions: Purchasing Authority and Responsibility – In accordance with the State of California Government Code Section 25500 et seq., and the Fresno County Ordinance Code Chapter 2.56, the Board of Supervisors has established a County Purchasing Agent. The Board has designated the County Administrative Officer as the Purchasing Agent. Unless otherwise restricted, all necessary authority and responsibility has been delegated to the Purchasing Agent to satisfy the acquisition requirements of the County. The Purchasing Agent may defer day-to-day acquisition management to the Purchasing Manager as appropriate.

Policy Statement: Competitive bids or requests for proposals shall be secured for all contracts for goods or services which are proposed to be acquired by the County except when in unusual or extraordinary circumstances, a department head, requests an exception to competitive bidding. All such requests must be documented by the department head including a detailed description of the facts justifying the exception. The

Proposal No. 578-5389

request must receive concurrence of the procurement authority who will sign that particular contract i.e. the Board of Supervisors or Purchasing Agent/Purchasing Manager. The following circumstances are examples which constitute "Suspension of Competition":

- In an emergency when goods or services are immediately necessary for the preservation of the public health, welfare, or safety, or for the protection of County property.
- When the contract is with a federal, state, or local governmental agency.
- When the department head, with the concurrence of the Purchasing Agent, finds that the cost of preparing and administering a competitive bidding process in a particular case will equal or exceed the estimated contract amount or \$1,000 whichever is more.
- When a contract provides only for payment of per diem and travel expenses and there is to be no payment for services rendered.
- When obtaining the services of expert witnesses for litigation or special counsel to assist the County.
- When in unusual or extraordinary circumstances, the Board of Supervisors or the Purchasing Agent/Purchasing Manager determines that the best interests of the County would be served by not securing competitive bids or issuing a request for proposal.

Contracts for services should not usually cover a period of more than one year although a longer period may be approved in unusual circumstances. Multiple year contracts must include provisions for early termination and must be contingent on available funding. Unless exempted as provided for above, no contract for service shall extend, either by original contract or by extension, beyond three years unless competitive bids have been sought or a Request for Proposal has been processed.

During any competitive bidding procedure, all bids shall be opened publicly and the dollar amount of each bid shall be read aloud. Under no circumstance shall a bid which is received at the designated place of opening after the closing time be opened or considered.

Contracts for goods or services shall not be effective until approved by the Board of Supervisors or, if appropriate, the Purchasing Agent/Purchasing Manager. Contractors and vendors shall be advised by the responsible department head that performance under the contract may not commence prior to such approval.

Medical Professional Contracts

The competitive recruitment process, annual performance evaluation, and periodic salary surveys are equivalent to competitive bids for independent physicians contracting with the County on a fee for service basis.

A salary survey for physician services shall be conducted every two years.

Contracts for physician services shall not extend, either by original contract or by extension, beyond five years unless competitive bids have been sought or unless exempted as provided above.

Contracts for Legal Services

The competitive recruitment process, annual performance evaluation, and periodic salary surveys are equivalent to competitive bids for independent law firms and attorneys contracting with the County on a fee for service basis.

A salary survey for legal services shall be conducted every two years.

The selection of and contracting with firms to provide legal services shall be

coordinated through the County Counsel's Office. The County Counsel shall assist in securing a law firm with the requisite legal expertise and price structure that would provide the best service to the County. County Counsel shall be involved throughout the process of selecting a firm, developing a contract, and monitoring the billing and services provided throughout the contract period.

Prohibited Bids Concerning End Product of Consulting Contracts

No person, firm, or subsidiary thereof who has been awarded a consulting services contract by the County, shall be awarded a contract for the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract. This policy may be waived by the Board of Supervisors on a four-fifths (4/5) vote finding that such waiver is in the best interests of the County.

Management Responsibility: The County Administrative Officer is responsible for preparing and issuing written procedures to assure compliance with this policy by all County officials and departments.

ADMINISTRATIVE POLICY NUMBER 71

Prohibiting the Use of Public Funds for Political Advocacy

Fresno County Administrative Policy No. 71 provides that no County assets, including money, shall be used for political campaigns of any type. Political campaigns are defined as political advocacy for or opposition to a matter or person that has qualified for the ballot. No contract entered into by the County shall provide for use of County monies for political campaigns.

Policy Statement: Government assets, including money, grant funds, paid staff time, equipment and supplies, facilities or any other government asset shall not be used for political campaigns of any type. Political campaigns are defined as political advocacy for or opposition to a matter or person that has qualified for the ballot.

Management Responsibility: Department Heads shall be held responsible for ensuring that government assets within their control are not used to advocate for or against any matter or person that has qualified for the ballot.

This section does not prohibit the expenditure of government assets to create and provide informational or educational materials regarding a matter that has qualified for the ballot. Such information or educational materials shall provide a fair, accurate and impartial presentation of relevant information relating to the matter that has qualified for the ballot. However, government assets shall not be expended to create and provide such informational or educational materials in the 90 days prior to the election unless specifically authorized by the Board of Supervisors or required by the Public Records Act or other law.

TABLE OF CONTENTS

	<u>PAGE</u>
OVERVIEW	3
KEY DATES	5
TRADE SECRET ACKNOWLEDGEMENT	6
DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS	8
REFERENCE LIST	11
PARTICIPATION	12
GENERAL REQUIREMENTS.....	13
BIDDING INSTRUCTIONS AND REQUIREMENTS	19
SCOPE OF WORK.....	22
COST PROPOSAL.....	28
PROPOSAL CONTENT REQUIREMENTS.....	29
AWARD CRITERIA	32
CHECK LIST	33
EXHIBITS	34

OVERVIEW

The County of Fresno (County), on behalf of County Clerk/Registrar of Voters (ROV), is requesting proposals from qualified vendors to provide Signature Capture and Comparison Scanning Hardware and Software. The County currently contracts with Election Systems & Software, LLC (ES&S) for the VoteRemote™ software and VoteRemote™ AccuVote Envelope Scanner Equipment (AVES) system to capture and recognize signatures from Vote by Mail ballot envelopes. The VoteRemote™ system includes an Automated Signature Recognition (ASR) system. The VoteRemote™ AccuVote Envelope Scanner was purchased as part of the implementation of the Help America Vote Act (HAVA) in 2007. The maintenance and repair of these machines and software updates are currently provided by ES&S. The VoteRemote™ software is initialized for each election to allow the equipment to capture and recognize signatures on Vote by Mail ballot envelopes received so they can be electronically checked against the signature on file from the voter's registration card using the DFM Associates' Election Information Management System® (EIMS®).

During the election period, Fresno County processes approximately 200,000 Vote by Mail ballot envelopes dependent on the number of participating voters. The VoteRemote™ system software license allows the County to capture and compare signatures on Vote by Mail ballot envelopes.

The County is seeking a vendor that can provide both the scanning hardware and software to capture the signature on a Vote by Mail ballot envelope and compare it against the voter's signature on file in the County EIMS® database. The scanning hardware and software must integrate with the EIMS® system. The system should provide 99% accuracy or higher in reading barcodes and signatures, while comparing them to signatures on file in the EIMS® system.

Vendors may bid on one or more of the following:

1. Provide new scanning hardware and software for capturing and comparing signatures that may interface with the County's OPEX Mail Matrix™ sorter and/or OPEX Rapid Extractor Desk (Model 51); or
2. Provide new scanning hardware and software for capturing and comparing signatures that does not interface with the OPEX Mail Matrix™ sorter and/or OPEX Rapid Extractor Desk (Model 51); or
3. Provide new scanning hardware and software for capturing and comparing signatures that does not interface with the OPEX Mail Matrix™ sorter and/or OPEX Rapid Extractor Desk (Model 51), but interfaces with a sorter and/or extractor proposed and included by the vendor; or
4. Provide scanning hardware and software support only for the County's current signature capture and comparison system while utilizing the County's current equipment listed in **Exhibit A**.

The County will consider new scanning hardware and software only (no used or refurbished systems). Respondents must either be the manufacturer, or an authorized manufacturer reseller, of the proposed software solution. The County may also allow some equipment to be purchased off the shelf depending on the specifications in the vendor's proposal.

The selected vendor will provide services for the following elections:

Statewide Presidential Primary	6/7/2016
Statewide Presidential General	11/8/2016
City of Clovis (day of month to be determined)	3/2017
UDEL	11/7/2017
Statewide Gubernatorial Primary	6/5/2018
Statewide Gubernatorial General	11/6/2018
City of Clovis (day of month to be determined)	3/2019
UDEL	11/5/2019
Statewide Presidential Primary	6/2/2020

Qualified vendor(s) must be able to provide services for all elections called between January 5, 2016 and June 30, 2020.

The County anticipates contracting for a three year period beginning January 5, 2016 through June 30, 2018, with the option to renew for two (2) additional one (1) year periods through June 30, 2020.

This RFP will result in a single award to one vendor

KEY DATES

RFP Issue Date:	October 20, 2015
Vendor Conference: <i>Vendors are to contact Gary E. Cornuelle at (559) 600-7114 if planning to attend vendor conference.</i>	October 29, 2015 at 10:00 A.M. County of Fresno Purchasing 4525 E. Hamilton Avenue, 2 nd Floor Fresno, CA 93702
Deadline for Written Requests for Interpretations or Corrections of RFP:	November 5, 2015 at 10:00 A.M. E-Mail: gcornuelle@co.fresno.ca.us
RFP Closing Date:	November 19, 2015 at 2:00 P.M. County of Fresno Purchasing 4525 E. Hamilton Avenue, 2 nd Floor Fresno, CA 93702

TRADE SECRET ACKNOWLEDGEMENT

All proposals received by the County shall be considered "Public Record" as defined by Section 6252 of the California Government Code. This definition reads as follows:

"...Public records" includes any writing containing information relating to the conduct of the public's business prepared, owned, used or retained by any state or local agency regardless of physical form or characteristics "Public records" in the custody of, or maintained by, the Governor's office means any writing prepared on or after January 6, 1975."

Each proposal submitted is Public record and is therefore subject to inspection by the public per Section 6253 of the California Government Code. This section states that "every person has a right to inspect any public record".

The County will not exclude any proposal or portion of a proposal from treatment as a public record except in the instance that it is submitted as a trade secret as defined by the California Government Code. Information submitted as proprietary, confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record.

"Trade secrets" as defined by Section 6254.7 of the California Government Code are deemed not to be public record. This section defines trade secrets as:

"...Trade secrets," as used in this section, may include, but are not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data or compilation of information that is not patented, which is known only to certain individuals within a commercial concern who are using it to fabricate, produce, or compound an article of trade or a service having commercial value and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it."

Information identified by bidder as "trade secret" will be reviewed by County of Fresno's legal counsel to determine conformance or non-conformance to this definition. Such material should be submitted in a separate binder marked "Trade Secret". Examples of material not considered to be trade secrets are pricing, cover letter, promotional materials, etc.

INFORMATION THAT IS PROPERLY IDENTIFIED AS TRADE SECRET AND CONFORMS TO THE ABOVE DEFINITION WILL NOT BECOME PUBLIC RECORD. COUNTY WILL SAFEGUARD THIS INFORMATION IN AN APPROPRIATE MANNER.

Information identified by bidder as trade secret and determined not to be in conformance with the California Government Code definition shall be excluded from the proposal. Such information will be returned to the bidder at bidder's expense upon written request.

Trade secrets must be submitted in a separate binder that is plainly marked "Trade Secrets."

The County shall not in any way be liable or responsible for the disclosure of any proposals or portions thereof, if they are not (1) submitted in a separate binder that is plainly marked "Trade Secret" on the outside; and (2) if disclosure is required or allowed under the provision of law or by order of Court.

Vendors are advised that the County does not wish to receive trade secrets and that vendors are not to supply trade secrets unless they are absolutely necessary.

TRADE SECRET ACKNOWLEDGEMENT

I have read and understand the above "Trade Secret Acknowledgement."

I understand that the County of Fresno has no responsibility for protecting information submitted as a trade secret if it is not delivered in a separate binder plainly marked "Trade Secret." I also understand that all information my company submits, except for that information submitted in a separate binder plainly marked "Trade Secret," are public records subject to inspection by the public. This is true no matter whether my company identified the information as proprietary, confidential or under any other such terms that might suggest restricted public access.

Enter company name on appropriate line:

	Has submitted information identified as Trade Secrets in a separate marked binder.**
(Company Name)	

	Has not submitted information identified as Trade Secrets. Information submitted as proprietary confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record.
(Company Name)	

ACKNOWLEDGED BY:

	()	
Signature (In Blue Ink)		Telephone
Print Name and Title	Date	
Address		
City	State	Zip

**Bidders brief statement that clearly sets out the reasons for confidentiality in conforming with the California Government Code definition.

DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as "Bidder"):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
 - fraud or a 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 a federal or state antitrust statute;
 - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
 - false statements or receipt of stolen property
- Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

Disclosure of the above information will not automatically eliminate a Bidder from consideration. The information will be considered as part of the determination of whether to award the contract and any additional information or explanation that a Bidder elects to submit with the disclosed information will be considered. If it is later determined that the Bidder failed to disclose required information, any contract awarded to such Bidder may be immediately voided and terminated for material failure to comply with the terms and conditions of the award.

Any Bidder who is awarded a contract must sign an appropriate Certification Regarding Debarment, Suspension, and Other Responsibility Matters. Additionally, the Bidder awarded the contract must immediately advise the County in writing if, during the term of the agreement: (1) Bidder becomes suspended, debarred, excluded or ineligible for participation in federal or state funded programs or from receiving federal funds as listed in the excluded parties list system (<http://www.epls.gov>); or (2) any of the above listed conditions become applicable to Bidder. The Bidder will indemnify, defend and hold the County harmless for any loss or damage resulting from a conviction, debarment, exclusion, ineligibility or other matter listed in the signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS**

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

CERTIFICATION

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a 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 three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:
(in blue ink)

Date:

(Printed Name & Title)

(Name of Agency or Company)

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR PROPOSAL

Firm: _____

REFERENCE LIST

Provide a list of at least five (5) customers for whom you have recently provided similar services. Be sure to include all requested information.

Reference Name: _____ Contact: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone No.: (_____) _____ Date: _____
Service Provided: _____

Reference Name: _____ Contact: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone No.: (_____) _____ Date: _____
Service Provided: _____

Reference Name: _____ Contact: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone No.: (_____) _____ Date: _____
Service Provided: _____

Reference Name: _____ Contact: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone No.: (_____) _____ Date: _____
Service Provided: _____

Reference Name: _____ Contact: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone No.: (_____) _____ Date: _____
Service Provided: _____

Failure to provide a list of at least five (5) customers may be cause for rejection of this RFP.

PARTICIPATION

The County of Fresno is a member of the Central Valley Purchasing Group. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County.

☐

Yes, we will extend contract terms and conditions to all qualified agencies within the Central Valley Purchasing Group and other tax supported agencies.

☐

No, we will not extend contract terms to any agency other than the County of Fresno.

(Authorized Signature in Blue Ink)

Title

*** Note: This form/information is not rated or ranked in evaluating proposal.**

GENERAL REQUIREMENTS

DEFINITIONS: The terms Bidder, Proposer, Contractor and Vendor are all used interchangeably and refer to that person, partnership, corporation, organization, agency, etc. which is offering the proposal.

RFP CLARIFICATION AND REVISIONS: Any revisions to the RFP will be issued and distributed as written addenda.

FIRM PROPOSAL: All proposals shall remain firm for at least one hundred eighty (180) days.

PROPOSAL PREPARATION: Proposals should be submitted in the formats shown under "PROPOSAL CONTENT REQUIREMENTS" section of this RFP.

County of Fresno will not be held liable or any cost incurred by bidders responding to RFP.

Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.

SUPPORTIVE MATERIAL: Additional material may be submitted with the proposal as appendices. Any additional descriptive material that is used in support of any information in your proposal must be referenced by the appropriate paragraph(s) and page number(s).

Bidders are asked to submit their proposals in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified in the Table of Contents. Pages must be numbered on the bottom of each page.

Any proposal attachments, documents, letters and materials submitted by the vendor shall be binding and included as a part of the final contract should your bid be selected.

TAXES: The quoted amount must include all applicable taxes. If taxes are not specifically identified in the proposal it will be assumed that they are included in the total quoted.

SALES TAX: Fresno County pays California State Sales Tax in the amount of 8.225% regardless of vendor's place of doing business.

RETENTION: County of Fresno reserves the right to retain all proposals, excluding proprietary documentation submitted per the instructions of this RFP, regardless of which response is selected.

ORAL PRESENTATIONS: Each finalist may be required to make an oral presentation in Fresno County and answer questions from County personnel.

AWARD/REJECTION: The award will be made to the vendor offering the overall proposal deemed to be to the best advantage of the County. The County shall be the sole judge in making such determination. The County reserves the right to reject any and all proposals. The lowest bidders are not arbitrarily the vendors whose proposals will be selected. Award Notices are tentative: Acceptance of an offer made in response to this RFP shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.

County Purchasing will chair or co-chair all award, evaluation and contract negotiation committees.

Award may require approval by the County of Fresno Board of Supervisors.

WAIVERS: The County reserves the right to waive any informalities or irregularities and any technical or clerical errors in any quote as the interest of the County may require.

TERMINATION: The County reserves the right to terminate any resulting contract upon written notice.

MINOR DEVIATIONS: The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.

PROPOSAL REJECTION: Failure to respond to all questions or not to supply the requested information could result in rejection of your proposal.

ASSIGNMENTS: The ensuing proposed contract will provide that the vendor may not assign any payment or portions of payments without prior written consent of the County of Fresno.

BIDDERS LIABILITIES: County of Fresno will not be held liable for any cost incurred by vendors in responding to the RFP.

CONFIDENTIALITY: Bidders shall not disclose information about the County's business or business practices and safeguard confidential data which vendor staff may have access to in the course of system implementation.

DISPUTE RESOLUTION: The ensuing contract shall be governed by the laws of the State of California.

Any claim which cannot be amicably settled without court action will be litigated in the U. S. District Court for the Eastern District of California in Fresno, CA or in a state court for Fresno County.

NEWS RELEASE: Vendors shall not issue any news releases or otherwise release information to any third party about this RFP or the vendor's quotation without prior written approval from the County of Fresno.

BACKGROUND REVIEW: The County reserves the right to conduct a background inquiry of each proposer/bidder which may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a proposal/bid to the County, the vendor consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the inquiry.

PERFORMANCE BOND: The successful bidders may be required to furnish a faithful performance bond. Bidders are to quote a separate price for a performance bond.

ACQUISITIONS: The County reserves the right to obtain the whole system/services/goods as proposed or only a portion of the system/services/goods, or to make no acquisition at all.

OWNERSHIP: The successful vendor will be required to provide to the County of Fresno documented proof of ownership by the vendor, or its designated subcontractor, upon request of the proposed programs/services/goods.

EXCEPTIONS: Identify with explanation, any terms, conditions, or stipulations of the RFP with which you *CAN NOT* or *WILL NOT* comply.

ADDENDA: In the event that it becomes necessary to revise any part of this RFP, addenda will be provided to all agencies and organizations that receive the basic RFP.

SUBCONTRACTORS: If a subcontractor is proposed, complete identification of the subcontractor and his tasks should be provided. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor.

CONFLICT OF INTEREST: The County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or public agencies for which the Board of Supervisors is the governing body.
2. Profit-making firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners or major shareholders.
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (1), and who were employees in positions of substantial responsibility in the area of service to be performed by the contract, or participated in any way in developing the contract or its service specifications.

4. Profit-making firms or businesses in which the former employees described in Subsection (3) serve as officers, principals, partners or major shareholders.
5. No County employee, whose position in the County enables him to influence the selection of a contractor for this RFP, or any competing RFP, and no spouse or economic dependent of such employee, shall be employees in any capacity by a bidder, or have any other direct or indirect financial interest in the selection of a contractor.
6. In addition, no County employee will be employed by the selected vendor to fulfill the vendor's contractual obligations to the County.

ORDINANCE 3.08.130 – POST-SEPARATION EMPLOYMENT PROHIBITED

No officer or employee of the County who separates from County service shall for a period of one year after separation enter into any employment, contract, or other compensation arrangement with any County consultant, vendor, or other County provider of goods, materials, or services, where the officer or employee participated in any part of the decision making process that led to the County relationship with the consultant, vendor or other County provider of goods, materials or services.

Pursuant to Government Code section 25132(a), a violation of the ordinance may be enjoined by an injunction in a civil lawsuit, or prosecuted as a criminal misdemeanor.

EVALUATION CRITERIA: Respondents will be evaluated on the basis of their responses to all questions and requirements in this RFP and product cost. The County shall be the sole judge in the ranking process and reserves the right to reject any or all bids. False, incomplete or unresponsive statements in connection with this proposal may be sufficient cause for its rejection.

SELECTION PROCESS: All proposals will be evaluated by a team consisting of representatives from appropriate County Department(s), and Purchasing. It will be their responsibility to make the final recommendations. Purchasing will chair or co-chair the evaluation or evaluation process.

Organizations that submit a proposal may be required to make an oral presentation to the Selection Committee. These presentations provide an opportunity for the individual, agency, or organization to clarify its proposal to ensure thorough, mutual understanding.

INDEPENDENT CONTRACTOR: In performance of the work, duties, and obligations assumed by Contractor under any ensuing Agreement, it is mutually understood and agreed that Contractor, including any and all of Contractor's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of the County. Furthermore, County shall have no right to control, supervise, or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to County employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of the Agreement, Contractor may be providing services to others unrelated to the COUNTY or to the Agreement.

HOLD HARMLESS CLAUSE: Contractor agrees to indemnify, save, hold harmless and at County's request, defend the County, its officers, agents and employees, from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to County in connection with the performance, or failure to perform, by Contractor, its officers, agents or employees under this Agreement and from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents or employees under this Agreement.

SELF-DEALING TRANSACTION DISCLOSURE: Contractor agrees that when operating as a corporation (a for-profit or non-profit corporation), or if during the term of the agreement the Contractor changes its status to operate as a corporation, members of the Contractor's Board of Directors shall disclose any self-dealing transactions that they are a party to while Contractor is providing goods or performing services under the agreement with the County. A self-dealing transaction shall mean a transaction to which the Contractor is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Fresno County Self-Dealing Transaction Disclosure Form and submitting it to the County prior to commencing with the self-dealing transaction or immediately thereafter.

PRICE RESPONSIBILITY: The selected vendor will be required to assume full responsibility for all services and activities offered in the proposal, whether or not they are provided directly. Further, the County of Fresno will consider the selected vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The contractor may not subcontract or transfer the contract, or any right or obligation arising out of the contract, without first having obtained the express written consent of the County.

ADDRESSES AND TELEPHONE NUMBERS: The vendor will provide the business address and mailing address, if different, as well as the telephone number of the individual signing the contract.

ASSURANCES: Any contract awarded under this RFP must be carried out in full compliance with The Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, their subsequent amendments, and any and all other laws protecting the rights of individuals and agencies. The County of Fresno has a zero tolerance for discrimination, implied or expressed, and wants to ensure that policy continues under this RFP. The contractor must also guarantee that services, or workmanship, provided will be performed in compliance with all applicable local, state, or federal laws and regulations pertinent to the types of services, or project, of the nature required under this RFP. In addition, the contractor may be required to provide evidence substantiating that their employees have the necessary skills and training to perform the required services or work.

INSURANCE: Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

C. Professional Liability

If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

This coverage shall be issued on a per claim basis. Contractor agrees that it shall maintain, at its sole expense, in full force and effect for a period of three (3) years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.

D. Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Contractor shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees shall be excess only and not contributing with insurance provided under Contractor's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to County.

Within thirty (30) days from the date Contractor executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, County Clerk – Elections Warehouse, Attn: Daniel Rocha, 4525 E. Hamilton Avenue, 1st Floor, Fresno, CA 93721, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County.

In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

AUDIT AND RETENTION: The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

DEFAULT: In case of default by the selected bidder, the County may procure materials and services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected bidder, or by any other legal means available to the County.

BREACH OF CONTRACT: In the event of breach of contract by either party, the other party shall be relieved of its obligations under this agreement and may pursue any legal remedies.

CONFIDENTIALITY

All services performed by vendor shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

Vendor shall submit to County's monitoring of said compliance.

Vendor may be a Business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County, as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures of PHI may not be more expansive than those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

Vendor shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

APPEALS

Appeals must be submitted in writing within *seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP. Appeals shall be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue 2nd Floor, Fresno, California 93702-4599. Appeals should address only areas regarding RFP contradictions, procurement errors, proposal rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP process.

Purchasing will provide a written response to the complainant within *seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) working days after Purchasing's notification; except, if notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.

*The seven (7) working day period shall commence and be computed by excluding the first day and including the last day upon the date that the notification is issued by the County.

RIGHTS OF OWNERSHIP

The County shall maintain all rights of ownership and use to all materials designed, created or constructed associated with this service/project/program.

BIDDING INSTRUCTIONS AND REQUIREMENTS

ISSUING AGENT: This RFP has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFP, its content, and all issues concerning it.

AUTHORIZED CONTACT: All communication regarding this RFP shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFP is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFP. Contact with any other County representative, including elected officials, for the purpose of discussing this RFP, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFP, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

VENDOR CONFERENCE: On October 29, 2015 at 10:00 A.M., a vendor's conference will be held in which the scope of the project and proposal requirements will be explained. The meeting will be held at the office of County of Fresno Purchasing, 4525 E. Hamilton (between Cedar and Maple), 2nd Floor, Fresno, California. Addendum will be prepared and distributed to all bidders only if necessary to clarify substantive items raised during the bidders' conference.

Bidders are to contact Gary E. Cornuelle at County of Fresno Purchasing, (559) 600-7114, if they are planning to attend the conference.

NUMBER OF COPIES: Submit **one (1) original and five (5) copies** of your proposal no later than the proposal closing date and time as stated on the front of this document to County of Fresno Purchasing. Each copy to be identical to the original, include all supporting documentation (e.g. literature, brochures, reports, schedules etc.). The cover page of each quotation is to be appropriately marked "Original" or "Copy".

INTERPRETATION OF RFP: Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFP and fully inform themselves as to the quality and character of services required. If any person planning to submit a proposal finds discrepancies in or omissions from the RFP or has any doubt as to the true meaning or interpretation, correction thereof may be requested at the scheduled Vendor Conference (see above). Any change in the RFP will be made only by written addendum, duly issued by the County. The County will not be responsible for any other explanations or interpretations.

Questions may be submitted subsequent to the Vendor Conference, subject to the following conditions:

- a. Such questions are submitted in writing to the County Purchasing not later than November 2, 2015 at 10:00 a.m. Questions must be directed to the attention of Gary E. Cornuelle, Purchasing Manager.
- b. Such questions are submitted with the understanding that County can respond only to questions it considers material in nature.
- c. Questions shall be e-mailed to CountyPurchasing@co.fresno.ca.us.

NOTE: The bidder is encouraged to submit all questions at the Vendor Conference. Time limitations can prevent a response to questions submitted after the conference.

SELECTION COMMITTEE: All proposals will be evaluated by a team co-chaired by Purchasing. All proposals will be evaluated by a review committee that may consist of County of Fresno Purchasing, department staff, community representatives from advisory boards and other members as appropriate.

The proposals will be evaluated in a multi-stage selection process. Some bids may be eliminated or set aside after an initial review. If a proposal does not respond adequately to the RFP or the bidder is deemed unsuitable or incapable of delivering services, the proposal may be eliminated from consideration. It will be the selection committee's responsibility to make the final recommendation to the Department Head.

CONTRACT TERM: It is County's intent to contract with the successful bidder for a term of three (3) years with the option to renew for up to two (2) additional one (1) year periods based on mutual written consent. County will retain the right to terminate the Agreement upon giving thirty (30) days advance written notification to the Contractor.

PAYMENT: The County of Fresno, if appropriate, may use Procurement Card to place and make payment for orders under the ensuing contract.

AUDITED FINANCIAL STATEMENTS: Copies of the audited Financial Statements for the last three (3) years for the business, agency or program that will be providing the service(s) proposed. If audited statements are not available, compiled or reviewed statements will be accepted with copies of three years of corresponding federal tax returns. This information is to be provided after the RFP closes, if requested. **Do not provide with your proposal.**

CONTRACT NEGOTIATION: The County will prepare and negotiate its own contract with the selected vendor, giving due consideration to standard contracts and associated legal documents submitted as a part of bidder's response to the RFP. The tentative award of the contract is based on successful negotiation pending formal recommendation of award. Bidder is to include in response the names and titles of officials authorized to conduct such negotiations.

NOTICES: All notices, payments, invoices, insurance and endorsement certificates, etc. need to be submitted as follows: referencing contract/purchase order number, department, position, title and address of administering official.

EPAYMENT OPTION: The County of Fresno provides an Epay Program which involves payment of invoices by a secure Visa account number assigned to the supplier after award of contract. Notification of payments and required invoice information are issued to the supplier's designated Accounts Receivable contact by e-mail remittance advice at time of payment. To learn more about the benefits of an Epay Program, how it works, and obtain answers to frequently asked questions, click or copy and paste the following URL into your browser: www.bankofamerica.com/epayablesvendors or call Fresno County Accounts Payable, 559-600-3609.

SB 854: California law (SB854) now requires public works contractors subject to prevailing wage requirements to register annually with the Department of Industrial Relations (DIR) and pay an annual fee. The County of Fresno will not accept public works bids from contractors and subcontractors who have not registered with the DIR and have not met this requirement. Please refer to <http://www.dir.ca.gov/PublicWorks/PublicWorksSB854.html> for more information.

This requirement, found in Labor Code Section 1773.3, now applies to *all* public works projects.

PREVAILING WAGES: The work to be done on this project will involve the repair, alteration, maintenance, installation, rehabilitation, demolition, construction or reconstruction of public buildings, streets, utilities, and/or other public works. In accordance with Labor Code section 1770, et seq., the Director of the Department of Industrial Relations of the State of California has determined the general prevailing wages rates and employer payments for health and welfare pension, vacation, travel time and subsistence pay as provided for in Section 1773.1, apprenticeship or other training programs authorized by Section 3093, and similar purposes applicable to this public work project.

The prevailing wage rates for all hours worked, including holiday and overtime rates, on this project are on file with the Purchasing Department, 4525 E. Hamilton Avenue, Fresno, California 93702, and are herein incorporated by this reference. Information pertaining to applicable Prevailing Wage Rates may be found on the website for the State of California – Department of Industrial Relations: <http://www.dir.ca.gov/oprl/PWD/index.htm>. Information pertaining to applicable prevailing wage rates for apprentices may be found on the website for the State of California – Department of Industrial Relations: <http://www.dir.ca.gov/oprl/pwappwage/PWAppWageStart.asp>

It shall be mandatory upon the Contractor herein and upon any subcontractor to pay not less than the prevailing wage rates, including overtime and holiday rates, to all workers, laborers, or mechanics employed on this public work project, including those workers employed as apprentices. Further, Contractor and each subcontractor shall comply with Labor Code sections 1777.5 and 1777.6 concerning the employment of apprentices. A copy of the above-mentioned prevailing wage rates shall be posted by the Contractor at the job site where it will be available to any interested party.

Contractor shall comply with Labor Code section 1775 and forfeit as a penalty to County Two Hundred Dollars (\$200.00) for each calendar day or portion thereof, for each worker paid less than the prevailing wage rates for the work or craft in which the worker is employed for any work done under this project by Contractor or by any subcontractor under Contractor in violation of Labor Code section 1770, et seq. In addition to the penalty, the difference between the prevailing wage rates and amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or subcontractor.

Contractor and each subcontractor shall keep an accurate record showing the names, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with this public work project. In accordance with Labor Code section 1776, each payroll record shall be certified and verified by a written declaration under penalty of perjury stating that the information within the payroll record is true and correct and that the Contractor or subcontractor complied with the requirements of Labor Code sections 1771, 1811 and 1815 for any work performed by its employees on this public work project. These records shall be open at all reasonable hours to inspection by the County, its officers and agents, and to the representatives of the State of California – Department of Industrial Relations, including but not limited to the Division of Labor Standards Enforcement.

LOCAL VENDOR PREFERENCE: The Local Vendor Preference **does not** apply to this Request for Proposal.

SCOPE OF WORK

The County of Fresno (County), on behalf of County Clerk/Registrar of Voters (ROV), is requesting proposals from qualified vendors to provide Signature Capture and Comparison Scanning Hardware and Software. The County currently contracts with Election Systems & Software, LLC (ES&S) for the VoteRemote™ software and VoteRemote™ AccuVote Envelope Scanner Equipment (AVES) system to capture and recognize signatures from Vote by Mail ballots. The VoteRemote™ system includes an Automated Signature Recognition (ASR) system. The VoteRemote™ AccuVote Envelope Scanner was purchased as part of the implementation of the Help America Vote Act (HAVA) in 2007. The maintenance and repair of these machines, and software updates are currently provided by ES&S, 11208 John Galt Boulevard, Omaha, NE 68137. The VoteRemote™ software is initialized for each election to allow the equipment to capture and recognize signatures on Vote by Mail ballot envelopes received so they can be electronically checked against the signature on file from the voter's registration card using the DFM Associates' EIMS® system.

AVES simplifies procedures by adding automation to the Ballot Envelope Scanning and Signature Capture and Comparison process. The service provides a small desktop device for quick and accurate envelope processing. In a single pass, the AVES system automatically prints a time stamp on each envelope, and provides a record to be imported into the system. For signature comparison purposes, the VoteRemote™ system provides options from manual digital resolution to automated system resolution. AVES has automated signature capture and signature recognition. Each envelope receives a date/time stamp for easy retrieval to assist with chain of custody requirements. The system shall provide the County the ability to track a voter's packet by his or her name or voter ID. Statistics and reports should be available to provide updates on the progress of each ballot envelope.

During the election period, Fresno County processes approximately 200,000 Vote by Mail ballot envelopes dependent on the number of participating voters. The VoteRemote™ System software license allows the County to capture and compare signatures on Vote by Mail ballot envelopes.

The County is seeking a vendor that can provide both the scanning hardware and software to capture the signature on a Vote by Mail ballot envelope and compare it against the voter's signature on file in the County EIMS® database. The scanning hardware and software must integrate with the EIMS® system. The system should provide 99% accuracy or higher in reading barcodes and signatures, while comparing them to signatures on file in the EIMS® system.

Vendors may bid on one or more of the following:

1. Provide new scanning hardware and software for capturing and comparing signatures that may interface with the County's OPEX Mail Matrix™ sorter and/or OPEX Rapid Extractor Desk (Model 51); or
2. Provide new scanning hardware and software for capturing and comparing signatures that does not interface with the OPEX Mail Matrix™ sorter and/or OPEX Rapid Extractor Desk (Model 51); or
3. Provide new scanning hardware and software for capturing and comparing signatures that does not interface with the OPEX Mail Matrix™ sorter and/or OPEX Rapid Extractor Desk (Model 51), but interfaces with a sorter and/or extractor proposed and included by the vendor; or
4. Provide scanning hardware and software support only for the County's current signature capture and comparison system while utilizing the County's current equipment listed in **Exhibit A**.

The County will consider new scanning hardware and software only (no used or refurbished systems). Respondents must either be the manufacturer, or an authorized manufacturer reseller, of the proposed software solution. The County may also allow some equipment to be purchased off the shelf depending on the specifications in the vendor's proposal.

The County's current scanning hardware, software, sorter and extractor equipment list is attached in **Exhibit A**.

The selected vendor will provide services for the following regularly scheduled elections:

Statewide Presidential Primary	6/7/2016
Statewide Presidential General	11/8/2016
City of Clovis (day of month to be determined)	3/2017
UDEL	11/7/2017
Statewide Gubernatorial Primary	6/5/2018
Statewide Gubernatorial General	11/6/2018
City of Clovis (day of month to be determined)	3/2019
UDEL	11/5/2019
Statewide Presidential Primary	6/2/2020

Qualified vendor(s) must be able to provide services for all elections called between January 5, 2016 and June 30, 2020.

The County anticipates contracting for a three year period beginning January 5, 2016 through June 30, 2018, with the option to renew for two (2) additional one (1) year periods through June 30, 2020.

This RFP will result in a single award to one vendor.

General Requirements

It is preferred that the vendor have experience in providing similar signature capture and comparison management system implementations with other county election offices, preferably in California. Vendor should provide at least two references of similar implementations. The vendor should have experience in the conversion and integration of database files into their Signature Capture and Comparison Management system for automated index processing. Vendor must supply a project manager who is familiar with the workflow of a county elections office, preferably in California. The project manager will assist the County during implementation to configure the system to emulate the present workflow. Vendor must provide an onsite support plan for Vote by Mail processing E-29 until E+10. This would include the training of temporary help the county would hire and any last minute configuration changes to ensure best possible practices during this time. Vendor must be able to convert the county's current voter data and voter registration signature images stored in EIMS® into the new Signature Capture and Comparison Management system.

County's Current Signature Capture and Comparison Process

The process the County uses for the VoteRemote™ system signature capture and comparison is as follows:

1. Run a Vote by Mail ballot envelope through the scanning equipment to make sure that the cropping is correct before starting. The cropping function must be adjustable.
2. Place envelopes in scanner to have signature captured and barcode read.
3. Once the scanner has captured and read the barcode, the scanner will print a unique batch number, ballot ID and envelope number on the envelope. There will be 100 envelopes per batch.
4. The system must identify duplicate ballot IDs.
5. Once all envelopes have been processed through the scanner, the County IT unit will upload vendor's records into the EIMS® system.

User Required Features

1. All data entry into the system must be automated using the voter data from the California state voter system and County's EIMS® system.
2. Server should have the required software to interface with EIMS® and vendor records must be in a format accepted by EIMS®.
3. A full envelope image with all associated data should be viewable.
4. The county will successfully be able to utilize the software with multiple users.

5. Security features must be available to prevent unauthorized access, with both username and passwords for individual users, with access depending on the assigned roles.

Technical Specifications

1. Must be open architecture and work with industry standard databases such as Microsoft SQL.
2. For the scanning of any new images, vendor's system must be compatible with a large variety of scanners, including multifunction printers.
3. Software must be compatible with EIMS® and integrated with Microsoft Office.
4. All user licenses must be concurrent.
5. Security access and feature rights must be definable by users and groups.

Proposal Requirements

Vendors should restate the requirement below in their proposal and provide a written response directly below the requirement.

The vendor's proposal should address the following areas:

1. **Equipment** – must provide vendor specific or off the shelf equipment including laptops and third party scanning hardware or equipment for signature capture and comparison. Vendor should fully describe the equipment they will provide to County for signature capture and comparison, including brand, type and model number. Vendor should fully describe the scanning hardware capabilities, including technical specifications. The system must have the ability to reject wrong election, scan multiple barcode locations in one pass, detect barcode duplicates and identify barcodes that cannot be read. The equipment should be capable of reading the barcode and signature on 99% of the envelopes processed or higher, and automatically scan the voter signature on the envelope. The system should be able to capture and have the ability to adjust thresholds to allow for the acceptance of at least 70% of the signatures read by the system. The system should automatically add physical tracking information to each envelope based on batch, date, and sequence number in the batch, and maintain batch management controls for reporting and ballot tracking. Vendors should state if they can or cannot meet the County's technical specifications mentioned in this RFP.
2. **Software** – must provide vendor's proprietary software and third party software for signature capture and comparison. Vendor should fully describe the software capabilities, including technical specifications. Vendors should state if they can or cannot meet the County's technical specifications mentioned in this RFP.
3. **Licenses** – vendor shall grant to County nonexclusive, nontransferable licenses to use the scanning hardware and software as needed including documentation.
4. **Documentation** – vendor must provide operating instructions, user manuals or training materials for the equipment and software.
5. **Scanning Hardware Repair, Maintenance, Supplies and Warranty** – vendor must provide repair, maintenance, parts and supplies, and warranty services.
6. **Loaner unit when repair services are being performed** – vendor must describe the loaner unit with make and model number, and discuss availability of loaner unit to County if needed.
7. **Software and Firmware support, repair, updates and maintenance services** – vendor must describe all software and firmware support, including providing updates, repairs and maintenance for software and firmware.
8. **User Required Features** – vendors must describe how the County's User Required Features mentioned in this RFP will be satisfied.
9. **Training** – vendors must describe the types of training that will be provided to County staff.

10. **EIMS® integration** – Vendor must describe how their system integrates with EIMS®. The County uses DFM Associates' EIMS® software for signature images. EIMS® uses a Windows Graphical User Interface (GUI) to present data. All screens operate consistently with all data navigation on the left side of screens and detail data shown on the right-hand side of the screens. Signature images are completely integrated within the system and are available for viewing wherever needed throughout the application.
11. **Auditing** – the vendor must describe their auditing capabilities for the equipment and software.
12. **Vote by Mail ballot envelope processing and tracking** – vendors must describe their Vote by Mail ballot envelope processing and tracking capabilities. Features of Vote by Mail ballot envelope processing and tracking that will be provided to the County must be fully described.
13. **Reports** – Vendors should discuss reports that will be provided to the county and provide samples if available.
14. **Data Security** – Vendors should describe data security in their proposal.
15. **Evidence of Financial Stability/Vendor Financial Information** - Vendor shall submit copies of the most recent years independently audited or reviewed financial statements, as well as those for the preceding three years, if they exist. The submission shall include the audit opinion, balance sheet, income statement, retained earnings, cash flows, and notes to the financial statements. If independently audited financial statements do not exist for the vendor, the vendor shall state the reason and, instead, submit sufficient information such as the latest Dun and Bradstreet report to enable the Evaluation Committee to determine the financial stability of the vendor. The County may request and the vendor shall supply any additional financial information requested in a timely manner.

Vendor should provide their legal name, and if vendor is a corporation, provide state and date of incorporation. If vendor is a corporation, the names of the three largest shareholders and their percentage ownership should be provided. If vendor has a parent corporation, please provide the names of its three largest shareholders and their percentage ownership.

If any of the above information is confidential for your company, please include the information and place it in a separate envelope marked "Confidential".

16. **Emergency Contingency Plan** - Vendors must provide an emergency contingency plan with their proposal which describes how signature capture and comparison will be provided in case of a major interruption in services with the equipment or software provided.
17. **Management Plan** - Vendors must fully describe their management plan in their proposal. The following areas should be discussed:

Organizational Structure, Staff Qualifications including Resumes, Project Management, Financial Management, Quality Control, Continuous Process Improvement, Customer Relations and Communication, Staff Training and Support, and Timely Deliverables to Customers.

Vendor should provide their legal name, and if vendor is a corporation, provide state and date of incorporation. If vendor is a corporation, the names of the three largest shareholders and their percentage ownership should be provided. If vendor has a parent corporation, please provide the names of its three largest shareholders and their percentage ownership.
18. **Experience in a California County** - Vendor should indicate if they have experience in the last three years providing signature capture and comparison scanning hardware and software for California counties or other counties in the United States with over 400,000 registered voters in a county-wide primary or general election. Vendor should specify the county served and the year.
19. **Project Implementation Plan** – Vendors should discuss how their system will be implemented including the following:

- a) **Installation and Operation** - The signature capture and comparison system must be installed, operational and staff training completed by April 1, 2016.

- b) The plan must include a task level installation and implementation plan of all scanning hardware and software.
- c) The plan should address, as a minimum, the following general categories:
 - i. A description of the key issues involved with system implementation
 - ii. Facilities requirements
 - iii. Delivery
 - iv. Installation
 - v. Testing, including a dry-run of the entire system. Contractor shall deliver the equipment, material, testing, support and training defined in this contract in accordance with the following schedule:
 - Level 1 acceptance testing – no later than 90 days after effective date;
 - Delivery of Hardware – no later than 30 days after Level 1 acceptance testing date;
 - Setup and Installation – no later than 40 days after delivery date.
 - Level 2 acceptance testing – no later than 30 days after the installation date.
 - Delivery of Training – TBD by Fresno County.
 - Operational – first operational use no later than April 1, 2016.
- d) The plan must describe the end user training plan, including the number of people involved, time required and materials to be provided.
- e) The plan must list the goods and services that will be provided under the scanning hardware and software maintenance contract.
- f) The plan must state the warranty on the proposed scanning hardware and software.
- g) The plan must state whether the vendor is the product manufacturer or an authorized manufacturer reseller of the proposed products or if some of the products can be purchased off the shelf.

20. Support – Vendor should describe how they will meet the following system support requirements:

- a) The successful contractor must be available, as requested, to provide technical assistance 24/7 by phone, E-29 to E+10, including weekends at no additional cost to County. Vendor's response time shall be 0-2 hours max.
- b) The successful contractor must provide all documentation, software, firmware, scanning hardware and support equipment required for the system.
- c) The successful contractor must provide a risk analysis, a disaster plan (equipment failure, acts of nature, software failure, etc.) and related mitigation plan for your system.

21. OPEX Mail Matrix™ and OPEX Rapid Extractor Desk Interface – Vendors must describe how or if their signature capture and comparison system interfaces with the County's OPEX Mail Matrix™ Sorter and OPEX Rapid Extractor Desk (Model 51). The County purchased the OPEX Rapid Extractor Desk (Model 51) in 2005 and added a second unit in 2008 when the number of ballots cast by mail increased. The OPEX Mail Matrix™ Sorter was purchased in 2007. The County will entertain a turnkey solution for this entire process subject to a favorable cost-benefit analysis to replace all of the equipment.

22. Confidence Levels – The confidence level indicates the confidence that an incoming image matches the reference image. Vendors must provide a comprehensive explanation for how their equipment's confidence levels are measured to indicate signature capture and comparison accuracy.

Signature capture and comparison equipment usually returns an answer for accuracy called a confidence level. The confidence level ranges from 0 to 100 and indicates how confident the signature capture and comparison system is that a particular outcome is correct. If the system is less confident that a recognition result is correct (confidence level is below the chosen threshold), the result can be rejected. Confidence levels provide a flexible, controllable mechanism that allows adjusting equipment for specific needs.

23. Additional Areas

- a) Describe how your system works without disclosing trade secrets.
- b) Describe if different crop area settings can be adjusted on your proposed system.
- c) Describe if your proposed scanner prints an endorsement.
- d) Describe if your proposed scanner captures the signature block from instant images and if the barcode of the voter ID can be pulled from a reference image.
- e) Vendor must include a printer for reports and describe the make and model of the printer.

24. Vendors must complete “*Exhibit B – Pricing Tables*”.

25. In addition to the discussing numbers 1-23 above, vendors must provide responses to all of the requirements listed in “*Exhibit C – Vendor Capabilities Table*” attached.

COST PROPOSAL

Vendor shall provide costs, installation services, technical support, and warranty and maintenance, in the following format, as part of this RFP. Vendor response to this attachment shall be comprehensive, including any and all costs associated with installation, operation, maintenance and ongoing licensing and service costs through the warranty period and five years thereafter. Should any category of costs be omitted in this attachment, the County may deem the proposal non-responsive at its sole discretion.

Please provide costs for the following items in *Exhibit B – Pricing Tables attached*:

- 1. Scanning Hardware Cost:** List the description, make, model and unit cost of each piece of scanning hardware you are proposing.
- 2. Software Cost:** List the description, version and unit cost of each software component you are proposing.
- 3. Project Labor Cost:** List the description and total cost of each category provided for labor required to implement your solution.
- 4. Post Implementation Support Cost:** List the costs associated with equipment support, operations support, maintenance support and application support.
- 5. Customization Cost:** List Requirement ID and short description of what needs to be changed. Include the cost of the non-labor change to your proposed solution.
- 6. Vendor Hourly Rate Cost:** List position descriptions for your billable personnel and the hourly rates you charge for their services during and after the warranty period.
- 7. Warranty Cost:** List the cost for each warranty year. If there is no cost, state N/A. In addition, provide a warranty cost for a five (5) year extension through June 30, 2025. Warranties should cover all equipment, software and support services for a set period of time. Vendors should state what is covered under their warranty.
- 8. Miscellaneous Costs:** Enter your miscellaneous costs associated with documentation, non-training travel, training travel, and any other miscellaneous costs associated with implementing the scanning hardware and software or providing specialized support, etc.
- 9. Sorter and/or Extractor Costs:** List the description, make, model and unit cost of each piece of sorter and/or extractor hardware you are proposing. Only provide these costs if you are proposing a turnkey solution for the County which includes a new sorter and/or extractor.

PROPOSAL CONTENT REQUIREMENTS

It is important that the vendor submit his/her proposal in accordance with the format and instructions provided under this section. Doing so will facilitate the evaluation of the proposal. It will limit the possibility of a poor rating due to the omission or mis-categorization of the requested information. Responding in the requested format will enhance the evaluation team's item by item comparison of each proposal item. The vendor's proposal may be placed at a disadvantage if submitted in a format other than that identified below.

Bidders are requested to submit their proposals in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified. Each page should be numbered.

Each binder is to be clearly marked on the cover with the proposal name, number, closing date, "Original" or "Copy", and bidder's name.

Merely offering to meet the specifications is insufficient and will not be accepted. Each bidder shall submit a complete proposal with all information requested. Supportive material may be attached as appendices. All pages, including the appendices, must be numbered.

Vendors are instructed not to submit confidential, proprietary and related information within the request for proposal. If you are submitting trade secrets, it must be submitted in a separate binder clearly marked "TRADE SECRETS", see Trade Secret Acknowledgement section.

The content and sequence of the proposals will be as follows:

- I. RFP PAGE 1 AND ADDENDUM(S) PAGE 1 (IF APPLICABLE) completed and signed by participating individual or agency.
- II. COVER LETTER: A one-page cover letter and introduction including the company name and address of the bidder and the name, address and telephone number of the person or persons to be used for contact and who will be authorized to make representations for the bidder.
 - A. Whether the bidder is an individual, partnership or corporation shall also be stated. It will be signed by the individual, partner, or an officer or agent of the corporation authorized to bind the corporation, depending upon the legal nature of the bidder. A corporation submitting a proposal may be required before the contract is finally awarded to furnish a certificate as to its corporate existence, and satisfactory evidence as to the officer or officers authorized to execute the contract on behalf of the corporation.
- III. TABLE OF CONTENTS
- IV. CONFLICT OF INTEREST STATEMENT: The Contractor may become involved in situations where conflict of interest could occur due to individual or organizational activities that occur within the County. **The Contractor must provide a statement addressing the potential, if any, for conflict of interest and indicate plans, if applicable, to address potential conflict of interest.** This section will be reviewed by County Counsel for compliance with conflict of interest as part of the review process. The Contractor shall comply with all federal, state and local conflict of interest laws, statutes and regulations.
- V. TRADE SECRET:
 - A. Sign where required.
- VI. CERTIFICATION – DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS
- VII. REFERENCES
- VIII. PARTICIPATION

- IX. EXCEPTIONS: This portion of the proposal will note any exceptions to the requirements and conditions taken by the bidder. If exceptions are not noted, the County will assume that the bidder's proposals meet those requirements. The exceptions shall be noted as follows:
- A. Exceptions to General Conditions.
 - B. Exceptions to General Requirements.
 - C. Exceptions to Specific Terms and Conditions.
 - D. Exceptions to Scope of Work.
 - E. Exceptions to Proposal Content Requirements.
 - F. Exceptions to any other part of this RFP.
- X. VENDOR COMPANY DATA: This section should include:
- A. A narrative which demonstrates the vendor's basic familiarity or experience with problems associated with this service/project.
 - B. Descriptions of any similar or related contracts under which the bidder has provided services.
 - C. Descriptions of the qualifications of the individual(s) providing the services.
 - D. Any material (including letters of support or endorsement) indicative of the bidder's capability.
 - E. A brief description of the bidder's current operations, and ability to provide the services.
 - F. Copies of the audited Financial Statements for the last three (3) years for the agency or program that will be providing the service(s) proposed. If audited statements are not available, compiled or reviewed statements will be accepted with copies of three years of corresponding federal tax returns. This information is to be provided after the RFP closes, if requested. **Do not provide with your proposal.**
 - G. Describe all contracts that have been terminated before completion within the last five (5) years:
 - 1. Agency contract with
 - 2. Date of original contract
 - 3. Reason for termination
 - 4. Contact person and telephone number for agency
 - H. Describe all lawsuit(s) or legal action(s) that are currently pending; and any lawsuit(s) or legal action(s) that have been resolved within the last five (5) years:
 - 1. Location filed, name of court and docket number
 - 2. Nature of the lawsuit or legal action
 - I. Describe any payment problems that you have had with the County within the past three (3) years:
 - 1. Funding source
 - 2. Date(s) and amount(s)
 - 3. Resolution
 - 4. Impact to financial viability of organization.
- XI. SCOPE OF WORK:
- A. Bidders are to use this section to describe the essence of their proposal.
 - B. This section should be formatted as follows:
 - 1. A general discussion of your understanding of the project, the Scope of Work proposed and a summary of the features of your proposal.

2. A detailed description of your proposal as it relates to each item listed under the "Scope of Work" section of this RFP. Bidder's response should be stated in the same order as are the "Scope of Work" items. Each description should begin with a restatement of the "Scope of Work" item that it is addressing. Bidders must explain their approach and method of satisfying each of the listed items.
 - C. When reports or other documentation are to be a part of the proposal a sample of each must be submitted. Reports should be referenced in this section and submitted in a separate section entitled "REPORTS."
 - D. A complete description of any alternative solutions or approaches to accomplishing the desired results.
- XII. COST PROPOSAL: Quotations may be prepared in any manner to best demonstrate the worthiness of your proposal. Include details and rates/fees for all services, materials, equipment, etc. to be provided or optional under the proposal.
- XIII. CHECK LIST

AWARD CRITERIA

CAPABILITY AND QUALIFICATIONS

1. All proposals received by the specified deadline will be reviewed by the County for content, including but not limited to scanning hardware and software capabilities, costs and fees, related experience and professional qualifications of the bidders.
2. Proposals may be evaluated using the following criteria (note that there is no value or ranking implied in the order of this list):
 - a. Scanning Hardware and Software ability to perform the services described;
 - b. Vendor experience and expertise;
 - c. Quality of equipment and software;
 - d. Costs relative to the scope of services;
 - e. Maintenance and support.
3. Do the service descriptions address all the areas identified in the RFP? Will the proposed services satisfy County's needs?
4. Does the vendor demonstrate knowledge or awareness of the problems associated with providing the services proposed and knowledge of laws, regulations, statutes and effective operating principles required to provide this service?
5. Did the vendor demonstrate that they can provide an effective service for a California County with over 400,000 registered voters?
6. Did the vendor adequately explain how they determine confidence levels for their signature capture and comparison equipment?
7. Is the vendor in an acceptable financial position?
8. Did the vendor describe effective security measures for protecting data?

COST

1. As submitted under the "COST PROPOSAL" section.
2. Are the costs competitive?

MANAGEMENT PLAN

1. Is the organizational plan and management structure adequate and appropriate for overseeing the proposed services?
2. How will the vendor ensure effective communication with the County before, after, and during election cycles?
3. Did the vendor describe an acceptable contingency plan in case of an interruption in services provided at the primary facility?

CHECK LIST

This Checklist is provided to assist vendors in the preparation of their RFP response. Included in this list, are important requirements and is the responsibility of the bidder to submit with the RFP package in order to make the RFP compliant. Because this checklist is just a guideline, the bidder must read and comply with the RFP in its entirety.

Check off each of the following:

1. _____ All signatures must be in blue ink.
2. _____ The Request for Proposal (RFP) has been signed and completed.
3. _____ Addenda, if any, have been completed, signed and included in the bid package.
4. _____ **One (1) original plus five (5) copies** of the RFP have been provided.
5. _____ Provide a Conflict of Interest Statement.
6. _____ The completed *Trade Secret Form* as provided with this RFP (Confidential/Trade Secret Information, if provided must be in a separate binder).
7. _____ The completed *Criminal History Disclosure Form* as provided with this RFP.
8. _____ The completed *Participation Form* as provided with this RFP.
9. _____ The completed *Reference List* as provided with this RFP.
10. _____ Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFP.
11. _____ Lastly, on the **LOWER LEFT HAND CORNER** of the sealed envelope, box, etc. transmitting your bid include the following information:

County of Fresno RFP No. 578-5389
Closing Date: November 19, 2015
Closing Time: 2:00 P.M.
Commodity or Service: Signature Capture and Comparison

Return Checklist with your RFP response.

EXHIBITS

Exhibit A	County's Scanning Hardware and Software Equipment List
Exhibit B	Pricing Tables
Exhibit C	Vendor Capabilities Table

Signature Capture and Comparison Equipment

<u>Item Description</u>	<u>Vendor</u>	<u>Model</u>	<u>Quantity</u>
Monitor	View Sonic	VP 201M	2
PC Monitor	Dell Inc.	E177FPF	1
Computer with Windows XP operating system	Dell Inc.	Vostro 400	1
Scanner with Windows CE operating system	Premier	VoteRemote™	3
Laptop with Windows XP operating system	Toshiba	TECRA R950	1
Printer	Dell Inc.	1700NP53	1
AVES Software	ES&S	VoteRemote™	1
ASR Software	ES&S	VoteRemote™	1

Additional Information for Current Sorter and Extractor

Sorter	OPEX Corporation	Mail Matrix™	1
Rapid Extractor Desk	OPEX Corporation	Model 51	2

3. **Warranty:**

<u>Warranty Period</u>	<u>Cost (if included, state N/A)</u>
Year One (January 5, 2016 – June 30, 2016)	
Year Two (July 1, 2016 – June 30, 2017)	
Year Three (July 1, 2017 – June 30, 2018)	
Year Four (July 1, 2018 – June 30, 2019)	
Year Five (July 1, 2019 – June 30, 2020)	
Total Cost	

Provide the total cost for an extended five year warranty through June 30, 2025: \$_____

4. **All Other Costs (not previously included, i.e. licensing fees, installation, training, travel, documentation costs, etc.)**

Part Number or Service	Description	Quantity	Unit Price	Extended Price
			Total Costs	

5. **Lump Sum System Implementation without Extended Warranty:** \$ _____

6. **Lump Sum System Implementation with 5 Year Extended Warranty:** \$ _____

Additional Pricing Information: Please discuss any additional price details including discounts here.

Please complete the vendor response sections below for Requirements 1 through 27. In the vendor response space, describe how your company will satisfy the requirements indicated. Vendors should use the spaces provided below to enter responses.

If additional space is needed, please add a page with the requirement number listed and the information you would like to add. State N/A if not applicable.

SYSTEM REQUIREMENTS TABLE

AUTOMATED BALLOT ENVELOPE SCANNING AND SIGNATURE CAPTURE AND COMPARISON

Requirement	Requirement (The System will)	Vendor Response (Enter your response here)
1. Vote by Mail Ballot Envelope Processing	<p>Provide scanning hardware with the capability to scan Vote by Mail ballot envelopes and perform the following functions:</p> <ul style="list-style-type: none"> Scan and capture voter ID barcode Scan and capture envelope and signature images Log envelope as received Endorse (customizable) & date/time stamp envelope Separate envelopes that may need manual intervention <p>Note 1: Please provide information about your ballot envelope scanning equipment, including what versions are available for counties with various volumes of envelopes. Can your equipment perform all these above functions in a single pass? If not, please explain the number of passes required and the actions taken on each pass.</p>	
2. Vote by Mail Ballot Envelope Processing	Be capable of generating an output file, with voter ID and voter's envelope signature, to be matched with voter registration data in EIMS® and used in the Automated Signature Capture and Comparison process.	
3. Vote by Mail Ballot Envelope Processing	<p>Be capable of updating the Vote by Mail ballot envelope output file with status values so that the system can use the output file to update voter registration records. The system will successfully interface with DFM Associates' EIMS®.</p> <p>Note: Please provide a list of code values your system assigns for ballot envelope processing status.</p>	

Requirement	Requirement (The System will)	Vendor Response (Enter your response here)
4. Vote by Mail Ballot Envelope Processing	Be configurable for various ballot envelope sizes and designs, including multiple signature locations in one pass.	
5. Vote by Mail Ballot Envelope Processing	Be configurable for thickness detection.	
6. Vote by Mail Ballot Envelope Processing	Have an option for sort/pass with the ability to customize sorting definition (e.g. signature discrepancy and no signature). Note: Please explain the sort options available in your system.	
7. Vote by Mail Ballot Envelope Processing	Provide a high-volume solution Note 1: Please specify the throughput capacity on your high-volume envelope processor.	
8. Vote by Mail Ballot Envelope Processing	Provide a low-volume solution Note: Please specify the throughput capacity on your low-volume envelope processor.	

Requirement	Requirement (The System will)	Vendor Response (Enter your response here)
9. Vote by Mail Ballot Envelope Processing	Provide configurable reports for batch id and piece status.	
10. Automated Signature Capture and Comparison	Provide tested/proven Automated Signature Capture and Comparison software, which can automatically compare a voter's ballot envelope signature with the voter registration signature.	
11. Automated Signature Capture and Comparison	Be configurable to meet or exceed a state established acceptance threshold for signature acceptance.	
12. Automated Signature Capture and Comparison	Provide user activity log records that include full description of all human intervention during the Automated Signature Capture and Comparison process.	
13. Automated Signature Capture and Comparison	Provide an audit function to verify the accuracy of machine accepted and rejected signatures.	

Requirement	Requirement (The System will)	Vendor Response (Enter your response here)
14. Automated Signature Capture and Comparison	Identify returned ballot envelopes for manual review when the signature does not meet the acceptance threshold level, is unreadable, or is missing.	
15. Automated Signature Capture and Comparison	Create a record when the signature does not meet the acceptance threshold level. Note: Please explain your process for creating and using these records.	
16. Vote by Mail Ballot Tracking	Provide sufficient report capability for the election officials to ascertain the status of any and all Vote by Mail ballot envelopes in each stage of the Vote by Mail ballot process tracked by the system.	
17. Scanning Hardware & Software Support	Include availability of vendor support personnel to assist in scanning hardware and software installation and setup onsite or from a remote help desk.	
18. Training	Include availability of vendor supported onsite training personnel to train County users.	

Requirement	Requirement (The System will)	Vendor Response (Enter your response here)
19. Training	Include availability of self-study user training via internet or other media.	
20. Voting Period Support	Provide 24-hour available technical support for all system components beginning E-29 and continuing until E+10.	
21. Scanning Hardware Parts and Supplies	Make equipment parts and supplies available through at least December 31, 2020.	
22. Scanning Hardware Parts and Supplies	No fee or limitation shall be placed on any electronic file, report or representation of the vote produced by vendor devices or software.	
23. Auditing	Store sufficient data in an unalterable system audit log file to allow the auditing of all operations.	

Requirement	Requirement (The System will)	Vendor Response (Enter your response here)
24. Auditing	Use a real time clock that will continue to run during a power loss.	
25. Security	Provide an environment whereby all databases and data are maintained with provisions for operational security, access control and auditability.	
26. Documentation	Include documented instructions for troubleshooting.	
27. Documentation	Include user and technical documentation.	