



Company Name:

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**TARRANT COUNTY**  
PURCHASING DEPARTMENT

*MELISSA LEE, C.P.M., A.P.P.*  
PURCHASING AGENT

*CHRIS LAX, CPSM, CPSD, CPCP*  
ASSISTANT PURCHASING AGENT

**RFP NO. 2023-079**

**REQUEST FOR PROPOSALS  
FOR  
ANNUAL CONTRACT FOR  
ELECTRONIC POLLBOOK SYSTEM**

**PROPOSALS DUE MARCH 6, 2023  
2:00 P.M. CST**

**RFP NO. 2023-079**

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This Table of Contents is intended as an aid to Respondents and not as a comprehensive listing of the proposal package. Respondents are responsible for reading the entire proposal package and complying with all specifications.

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**PRE-PROPOSAL CONFERENCE**

All Respondents are encouraged to attend the Pre-Proposal Conference to be held:

**A Pre-Proposal GoToMeeting Video Conference will be held:**

**WEDNESDAY, FEBRUARY 8, 2023, AT 1:00 P.M. CST**

**RSVP:** Vendors planning to attend the Pre-Proposal GoToMeeting Video Conference must RSVP to Gwen Peterson, C.P.M., A.P.P., Senior Buyer, via fax 817-884-2629 or, if unable to fax, email to:

[BidQuestions-RSVP@tarrantcounty.com](mailto:BidQuestions-RSVP@tarrantcounty.com) by 5:00 p.m., Tuesday, February 7, 2023. Confirmed receipt by Tarrant County of this email is required.

**A RSVP must be completed by each company representative wishing to participate in the GoToMeeting and an email address must be provided for each.**

After the RSVP deadline, a GoToMeeting invitation will be sent to participants.

Questions from Respondents will be addressed at the pre-proposal conference. Any vendor who submits a proposal without attending the scheduled pre-proposal conference does so at his own risk. Such Respondent who submits a proposal and does not attend the scheduled pre-proposal conference waives any right to assert claims due to undiscovered conditions.

**REQUEST FOR PROPOSALS FOR ANNUAL CONTRACT FOR  
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Tarrant County is soliciting proposals for **ELECTRONIC POLLBOOK SYSTEM** for the **ELECTIONS ADMINISTRATION OFFICE**.

**Original and Eleven (11) Copies**

OF

**COMPLETED PROPOSALS  
MUST BE RECEIVED IN THE**

**TARRANT COUNTY PURCHASING DEPARTMENT**

**AT 100 E. WEATHERFORD, SUITE 303**

**FORT WORTH, TEXAS 76196-0104**

**ON OR BEFORE MARCH 6, 2023, AT 2:00 P.M. CST**

**All proposals are due in the Tarrant County Purchasing Department by the due date in sealed envelopes or boxes.** All proposals must be clearly marked with the Proposal Number, the name of the company submitting the proposal package, and date and time of opening on the outside of the envelope/box and/or Air Bill/Delivery Receipt. The original proposal must be clearly marked "**ORIGINAL**" and contain all original signatures. "No-Bid" response to be returned on the form included in the section under Forms.

**Any proposal received after the date and hour set for Proposal opening will not be accepted. The Respondent will be notified and will advise Tarrant County Purchasing as to the disposition by either pick up, return at Respondent's expense, or destroyed with written authorization of the Respondent.** If Proposals are sent by mail to the Tarrant County Purchasing Department, the Respondent shall be responsible for actual delivery of the Proposal package to the Tarrant County Purchasing Department before the date and hour set for Proposal opening. If mail is delayed either in the postal service or in the internal mail system of Tarrant County beyond the date and hour set for the Proposal opening, proposals thus delayed will not be considered and will be disposed of as authorized.

Proposals may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by Respondent guaranteeing authenticity. After the official opening, Proposals become the property of Tarrant County and may not be amended, altered or withdrawn without the recommendations of the Tarrant County Purchasing Agent and the approval of Tarrant County Commissioners Court.

Tarrant County is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in this proposal. Tarrant County is not exempt from Surplus Lines Tax or Texas Stamping Tax.

Tarrant County reserves the right to accept or reject in part or in whole any proposals submitted and to waive any technicalities for the best interest of Tarrant County.

**No oral explanation or instructions will be given by Tarrant County officials or employees in regard to the meaning of the proposal specifications before the award of the contract unless authorized by the Tarrant County Purchasing Agent or their designee. Requests from interested bidders for additional information or interpretation of the information included in the specifications should be directed in writing, via fax or via email, to:**

**GWEN PETERSON, C.P.M., A.P.P., SENIOR BUYER**

**Fax: 817-884-2629**

**Email: [BidQuestions-RSVP@tarrantcounty.com](mailto:BidQuestions-RSVP@tarrantcounty.com)**

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All documents relating to this proposal including but not limited to, the proposal document, questions and their responses, addenda and special notices will be posted under the proposal number on the Tarrant County website and available for download by interested parties. No documents will be faxed or emailed after the initial Notice of Intent prior to award. **It is the Respondent's sole responsibility to review this site and retrieve all related documents prior to the Proposal due date.**

The deadline for receipt of all questions is 12:00 p.m., CST, Friday, February 10, 2023. After this deadline, all questions and responses will be posted on the website and available for download by interested parties.

All questions **must** be submitted in writing and directed to Gwen Peterson, C.P.M., A.P.P., Senior Buyer, via fax at **817-884-2629** or, if unable to fax, emailed to [BidQuestions-RSVP@tarrantcounty.com](mailto:BidQuestions-RSVP@tarrantcounty.com).

**Faxed Questions:** Faxed questions **must** reflect the RFP number **or** include the RFP cover page.

**Emailed Questions:** The email **must** include the RFP No. in its subject and confirmation of receipt by Tarrant County is **required**.

**All Proposal Response Forms and questionnaires must be fully completed and included in your response. Detailed specifications have been provided, and any deviations or exceptions must be referenced on the designated response forms that have been provided. Unless deviations are specifically stated herein, benefits will be provided according to the specifications at no additional charge.**

The Proposal is issued in compliance with the County Purchasing Act, Section 262.030. Negotiations may be conducted with responsible Respondent(s) who submit Proposals determined to be reasonably susceptible of being selected for award.

**It is the Respondent's sole responsibility to print and review all pages of the Proposal document, attachments, questions and responses, addenda and special notices. The Signature Form must be signed and returned. Failure to provide a signature on this form renders the Proposal non-responsive.** Failure to complete and submit all required forms, including but not limited to References, Compliance with Federal and State Laws Form, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents will be grounds for rejection of entire Proposal.

**CONFIDENTIALITY:** Any material that is to be considered confidential in nature must be clearly marked as such and may be treated as confidential to the extent allowable in the Texas Public Information Act. Pricing information is not considered confidential. Trade secrets or confidential information **MUST** be placed in a separate envelope marked "**CONFIDENTIAL INFORMATION**" and **EACH PAGE** must be marked "**CONFIDENTIAL INFORMATION.**" Tarrant County will make every effort to protect these papers from public disclosure as outlined in Texas Local Government Code, Section 262.030(c).

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The Texas Public Information Act gives the public the right to request access to government information, subject to certain narrow exceptions. Tarrant County is an entity subject to this Act. Therefore, please be advised that your company's declaration that certain information submitted in response to a Proposal is "confidential" will not be treated as such if Tarrant County receives a request for a copy of the Proposal. Tarrant County will, of course, make every effort to inform your company of such a request and to provide you with an opportunity to object to the release of any proprietary information per the procedure outlined in Texas Government Code Section 552.305. Notice to your company under Section 552.305 may be sent via either certified mail or e-mail using the contact information provided by you on the signature form. Please be advised that Tarrant County cannot and will not make an agreement to withhold information from the public contrary to Tarrant County's responsibilities under the Act.

Additionally, to the extent your proposal is incorporated into the contract, the proposal will become an official record available for public inspection.

Proposals shall be opened to avoid disclosure of contents to competing Respondents and kept secret during the process of negotiation. All Proposals that have been submitted shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposals and identified as such.

All proposals shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of the proposal. Tarrant County review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials, or service. Proposals which call for payment before thirty (30) days from receipt of invoice, or cash discounts given on such payment, will be considered only if, in the opinion of the Tarrant County Purchasing Agent, the review, inspection, and processing procedures can be completed as specified.

**Invoices** shall be sent directly to the Tarrant County Auditor's Office, Attention: Accounts Payable, 100 East Weatherford, Room 506, Fort Worth, Texas 76196, or email to [SAP-invoices@tarrantcounty.com](mailto:SAP-invoices@tarrantcounty.com). In accordance with the Prompt Payment Act, it is the intention of Tarrant County to make payment on completed orders within thirty (30) days after receipt of invoice or items; whichever is later, unless unusual circumstances arise. **Invoices must be fully documented as to labor, materials, and equipment provided and must reference the Tarrant County Purchase Order Number in order to be processed. No payments shall be made on invoices not listing a Purchase Order Number.**

**Continuing non-performance** of the Vendor in terms of specifications shall be a basis for the termination of the contract by Tarrant County. Tarrant County shall not pay for work, equipment, or supplies which are unsatisfactory. The Vendor will be given a reasonable opportunity before termination to correct deficiencies. This, however, shall in no way be construed as negating the basis for termination for nonperformance.

The **contract may be terminated** by either party upon written thirty (30) day notice prior to cancellation.

Proposals will be considered non-responsive if they show any omissions, alteration of form, additions or conditions not called for, or inconsistency of any kind. However, Tarrant County reserves the right to waive any inconsistencies and to make an award in the best interest of Tarrant County.

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Proposals may be deemed non-responsive, among other reasons, for any of the following specific reasons:

1. Proposals containing any inconsistencies.
2. Unbalanced value of any items.

Respondents may be disqualified and their proposals not considered, among other reasons, for any of the following specific reasons:

1. Reason for believing collusion exists among the Respondents.
2. Reasonable grounds for believing that any Respondent is interested in more than one proposal for the work contemplated.
3. The Respondent being interested in any litigation against Tarrant County.
4. The Respondent being in arrears on any existing contract or having defaulted on a previous contract.
5. Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
6. Uncompleted work that in the judgment of Tarrant County will prevent or hinder the prompt completion of additional work, if awarded.
7. Respondents shall not owe delinquent property tax in Tarrant County.
8. Respondent's past performance record with Tarrant County.
9. Limited competition.

Due care and diligence have been used in the preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the Respondent. Tarrant County and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the Respondent to determine the full extent of the exposures.

The successful Vendor may not assign their rights and duties under an award without the written consent of the Tarrant County Purchasing Agent. Such consent shall not relieve the assignor of liability in the event of default by the assignee.

**Audit Clause:** The Vendor must agree that Tarrant County will, until the expiration of twelve (12) months after final payment under this agreement, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records (hard copy, as well as computer generated data) of the Vendor involving those transactions related to this solicitation. The vendor must agree that Tarrant County will have access during normal working hours to all necessary facilities, staff and workspace in order to conduct audits. Tarrant County will provide the Vendor with reasonable advance notice of intended audits. The Vendor must provide records within ten (10) business days or a mutually agreed upon timeline.

TO THE EXTENT PERMITTED BY LAW, RESPONDENT AGREES TO DEFEND, INDEMNIFY AND HOLD TARRANT COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO OWNER'S BUSINESS AND ANY RESULTING LOST PROFITS), EMPLOYMENT MATTERS, AND/OR PERSONAL

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INJURY, INCLUDING DEATH, THAT MAY RELATE TO OR ARISE OUT OF OR BE OCCASIONED BY (I) RESPONDENT'S BREACH OF ANY OF THE TERMS OF PROVISIONS OF THIS AGREEMENT OR (II) ANY NEGLIGENT ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF RESPONDENT, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, RELATED TO THE PERFORMANCE OF THIS AGREEMENT.

THE SUCCESSFUL RESPONDENT(S) WILL COMPLY WITH ALL STATE, FEDERAL, AND LOCAL LAWS INCLUDING BUT NOT LIMITED TO THE AMERICANS WITH DISABILITIES ACT, TITLE VII OF THE CIVIL RIGHTS OF 1964, AGE DISCRIMINATION IN EMPLOYMENT ACT, CIVIL RIGHTS ACT OF 1991, FEDERAL INSURANCE CONTRIBUTIONS ACT (FICA), FAIR LABOR STANDARDS ACT, EQUAL PAY ACT OF 1963 AND THE AFFORDABLE HEALTH CARE ACT, AS TO TREATMENT AND COMPENSATION OF ITS EMPLOYEES.

RESPONDENT(S) WILL PREPARE PAYROLL CHECKS, MAKE ALL NECESSARY DEDUCTIONS AND PAY ALL TAXES AND MAINTAIN INSURANCE REQUIRED BY FEDERAL, STATE, AND LOCAL LAWS. RESPONDENT ACCEPTS FULL RESPONSIBILITY FOR THE PAYMENT OF WAGES, COMPENSATION, OVERTIME AND BENEFITS TO PERSONNEL. RESPONDENT ACCEPTS RESPONSIBILITY FOR PAYMENT OF ALL TAXES, ASSESSMENTS, FEES, AND FINES THAT MAY BE DUE AND OWING TO ANY LOCAL, STATE OR FEDERAL GOVERNMENT AGENCIES.



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**SPECIAL TERMS AND CONDITIONS OF THE CONTRACT**

1. **CONTRACT TERMS:** Vendor(s) will be awarded a twelve (12) month contract, effective from date of award or notice to proceed as determined by Tarrant County Purchasing. At Tarrant County's option and approval by the Vendor, the contract may be renewed for two (2) additional twelve (12) month periods, as further explained in Renewal Options. **Prices must remain firm for the entire contract.**
  
2. **RENEWAL OPTION:** Tarrant County reserves the right to exercise an option to renew the contract of the Respondent for two (2) additional twelve (12) month periods, provided such option is stipulated in the Special Conditions and agreed upon by both parties. If Tarrant County exercises the right in writing, the Vendor must update and submit any documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. These required documents must be in force for the full period of the option. If the updated documents are not submitted by the Vendor in complete form within the time specified, Tarrant County may rescind its option and seek a new solicitation.
  
3. **MINIMUM INSURANCE REQUIREMENTS:**
  - A. Vendor shall take out, pay for and maintain at all times during the prosecution of the work under the contract, the following forms of insurance, in carriers acceptable to and approved by Tarrant County.
    - 1) Workers' Compensation/Employer's Liability
      - a. Worker's Compensation — statutory
      - b. Employer's Liability — \$500,000
    - 2) Commercial General Liability:
      - a. Bodily Injury/Personal Injury/Property Damage  
— \$1,000,000 per occurrence/\$2,000,000 aggregate
    - 3) Auto Liability:
      - a. Combined Single Limit (CSL) — \$500,000 per occurrence
  - B. Tarrant County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by Tarrant County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Vendor.

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**SPECIAL TERMS AND CONDITIONS OF THE CONTRACT**

C. Required Provisions:

- 1) Proof of Carriage of Insurance – All Certificates of Insurance will be required in duplicate and filed with the Tarrant County Purchasing Agent and the Budget and Risk Management Department at 100 East Weatherford Street, Suite 305, Fort Worth, Texas 76196 prior to work commencing.
- 2) All Certificates shall provide Tarrant County with an unconditional thirty (30) day written notice in case of cancellation or any major change.
- 3) As to all applicable coverage, policies shall name Tarrant County and its officers, employees, and elected representatives as an additional insured.
- 4) All copies of the Certificates of Insurance shall reference the project name and Proposal number for which the insurance is being supplied.
- 5) The Respondent agrees to waive subrogation against Tarrant County, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent the loss, if any, is covered by the proceeds of insurance.
- 6) The Respondent is responsible for making sure any subcontractor(s) performing work under this agreement has the required insurance coverage(s) and supplies Tarrant County with the proper documents verifying the coverage.

**4. CRIMINAL BACKGROUND CHECK:**

- A. If this contract requires that Vendor personnel access Tarrant County Data (either on-site or remotely) or access secure areas of Tarrant County Facilities, then Vendor personnel may be required to undergo a fingerprint-based Criminal Justice Information Services (CJIS) Background Check, a Human Resources Criminal Background Check, or a Sheriff's Criminal Background Check. Criminal Background Checks will be paid for by Tarrant County.
1. The Vendor must provide information, including, but not limited to, employee name, date of birth, a clear copy of employee's driver's license, and a copy of employee's social security card for each individual required to pass a Criminal Background Check.
  2. Award of a contract could be affected by the Vendor's refusal to agree to these terms.
  3. Failure of the Vendor to supply personnel who pass a Criminal Background Check could affect the award of the contract or could result in the termination of the contract.
  4. The Criminal Background Check applies to the individual and not the Company.
  5. Passing status must be maintained by Vendor personnel for the duration of the contract.

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**SPECIAL TERMS AND CONDITIONS OF THE CONTRACT**

**5. INFORMATION TECHNOLOGY HOSTED OR CLOUD SOLUTION:**

- A. The following is only applicable when the Vendor is providing Information Technology hosted or cloud solution:
1. **Confidentiality, Integrity, Availability (CIA)**  
Vendor shall protect the Confidentiality, Integrity, and Availability (CIA) of all Tarrant County Data ensuring extra levels of security. All Tarrant County information must remain private and permit redaction of protected information before publication. Audit trails cannot be altered.
  2. **Breach Notification**  
Vendor agrees that upon discovery of unauthorized access to Tarrant County Data, Vendor shall notify Tarrant County both orally and in writing. In no event shall the notification be made more than forty-eight (48) hours after Vendor knows or reasonably suspect unauthorized access has or may have occurred. In the event of a suspected unauthorized Access, Vendor agrees to reasonably coordinate with Tarrant County to investigate the occurrence.
  3. **Data**  
All Tarrant County data will remain in the 48 contiguous United States at all times.
  4. **Right to Audit**  
Tarrant County reserves the right to audit Vendor datacenters which house Tarrant County Data or receive SSAE 16 SOC Type II audits from a reputable security advisory service firm (e.g. EY, Deloitte, KPMG, PWC, Coalfire, etc.).

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**STATEMENT OF WORK**

**I. PURPOSE**

- A. Tarrant County Elections Administration is seeking proposals for a cloud-based electronic pollbook solution to replace or upgrade the back-end current platform. Tarrant County will not replace the existing electronic pollbook hardware, only the management platform and the software running in the existing devices.
- B. Purchasing of hardware is only expected for replacement of hardware that is damaged. At this point in time there are no plans to expand or replace the hardware inventory with this RFP.

**II. CURRENT ENVIRONMENT**

- A. Tarrant County is the third (3rd) largest County in the State of Texas, and the 12th in the nation. With over 1.2 million registered voters, Tarrant County is required to run multiple elections throughout the year for more than 75 different entities (mostly cities and school districts).
- B. The County is currently divided into over 800 election precincts.
- C. Voter Registration data is currently maintained in a system called VEMACS, provided by VOTEC Corporation. This system holds, besides the records of each individual registered voter, the definitions of the districts, precincts, polling places and ballot types amongst other information.
- D. Tarrant County currently owns 1,360 Electronic Pollbooks (EPB), along with 1,360 thermal printers, for use at the polling sites. The EPBs are Apple iPads, 6th Generation and up. There are two (2) types of printers in use: Epson TM-m30 and TM-P80.
- E. Tarrant County uses WiFi connections for the EPBs to connect to the backend service.

**III. MINIMUM REQUIREMENTS**

- A. MUST agree to implement the proposed solution in the hardware currently owned by Tarrant County without generating any additional hardware costs.
- B. MUST be hosted in a government cloud certified environment in compliance with the International Traffic in Arms Regulations (ITAR), the Federal Risk and Authorization Management Program (FedRAMP), the Federal Information Security Management Act (FISMA), Criminal Justice Information Services (CJIS), and the Health Insurance and Accountability Act (HIPAA). The awarded Vendor(s) MUST provide the name of the gov cloud certified environment to Tarrant County to ensure compliance.
- C. MUST ensure that the proposed solution is backwards compatible with existing equipment and EPB IOS deployed.

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- D. MUST include pricing for all necessary hardware and software licensing in case Tarrant County needs to procure items in the future. Items offered must include, at least:
  - 1. iPad, 64GB minimum storage
  - 2. Printer
  - 3. Carrying case
  - 4. Software Licensing
- E. MUST provide proof of certification for the use of their pollbook systems in Texas elections.
- F. MUST allow for multiple independent on-line elections to be managed simultaneously on the same back-end installation.
- G. MUST retain all historical election records for a minimum of 36 months (or 3 years) from the date of the Election for which it was last used. Vendor MUST warrant that all data will be exportable in an electronic readable and usable format upon contract termination, expiration, or cancellation of services at no additional charge to Tarrant County. Data migration from Tarrant County's existing solution is not required.
- H. MUST agree to maintain data available on-line to the County during the data retention period, and continue to do so until the County agrees, in writing, to have it removed.
- I. MUST be able to manage all devices from a central pollbook management control endpoint, allowing, at least:
  - 1. Push software upgrades.
  - 2. Push data updates.
  - 3. Send notifications to users in real-time.
  - 4. Monitor device status in real-time.
- J. MUST provide methods of importing/uploading of voter registration data into the central pollbook management control endpoint for secure redistribution to the electronic pollbook mobile devices.
- K. MUST allow users to easily, and without vendor support, manage the entire process: from creating the election to archiving the records after the retention period.
- L. MUST be secure from unauthorized use and provide information of all manipulations and actions performed through an audit log that track all actions taken by all users and stores error messages coded with individual device identification numbers.

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- M. MUST ensure that all data is encrypted (including voter signatures, changes, and updates) while at-rest on the electronic pollbook mobile device and while in-transit during internet or cloud-based transmission to and from the proposed solution's central pollbook management control endpoint.
- N. MUST be able to track, aid in the recovery or disabling of electronic pollbook mobile devices if stolen or removed.
- O. MUST commit to integrating the platform provided with the Voter Registration system used by Tarrant County.
- P. MUST commit to customizing printed forms and reports required by Tarrant County, at least:
  - 1. Statement of Residence (SOR).
  - 2. Reasonable Impediment Affidavit.
  - 3. Provisional Voter Notification.
  - 4. Notice to Provisional Voter
  - 5. Notice to Provisional Voter ID
  - 6. Oath of Assistance and Interpreter
  - 7. Check in Slip including Certificate of Voting in a Primary during Primary Elections
  - 8. List of Provisional Voters
  - 9. Cancel Ballot by Mail

**IV. SCOPE OF WORK**

**A. ADMINISTRATION**

- 1. Describe the process for creating and setting up an election in the system. Include details on how to import and manage:
  - a. Geography, districts, and locations
  - b. Poll workers
  - c. Voters
  - d. Ballot types
- 2. Explain how the system is set up and used in Precinct-based mode and in Vote Centers mode.
- 3. Describe the process to configure and test the devices prior to deployment.
- 4. Describe the process for a manual update of individual records from the central pollbook management control endpoint, and how these changes are replicated to all online pollbooks deployed.

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5. Describe how the systems alerts or assists the Elections Office when action is needed. Some situations in this category include:
  - a. Technical assistance needed
  - b. Additional equipment needed
  - c. Supplies or staff needed
  - d. Ballots needed
  - e. Voter at the wrong precinct or re-direct to correct precinct
  - f. Electronic Pollbook Mobile Device Health Check
  - g. Voter Processing data (i.e., turn-out and wait times)
6. Explain the processes and policies for installing software upgrades in the system.
7. Describe ongoing maintenance for both software and hardware. Include all service level options if there is more than one and provide a copy of the Maintenance Agreement.
8. Describe the plan for integrating with the Voter Registration system used by Tarrant County.
9. Include an explanation on how the County will extract the data at the end of the retention period for archiving it offline.

**B. VOTING PROCESS**

1. Enumerate the types of Voter ID that can be scanned to lookup a voter.
2. Describe the process for a regular voter to check in to a polling location.
3. Describe the process for a provisional voter check in to a polling location.
4. Describe how the system records the method of voting (i.e., Early Voting, Election Day, or Absentee).
5. Explain how the system prevents a voter from checking in more than once (whether at the same or different locations).
6. Tarrant County uses HART InterCivic Verity for voting. Can the solution proposed print the barcode used by the HART Verity Controller to select the correct ballot type? If so, please reference successful implementations.

**C. REPORTING**

1. Describe the standard reports included. Explain if customizable reports or data extracts are available.
2. Describe how to export the pollbook with the signatures of the voters after the election.

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3. Describe what other documents can be exported in PDF format with the voters' signatures (e.g., SOR, Reasonable Impediment, etc.).

**D. SECURITY**

1. Describe in detail the Information Security Program and Policies and provide person(s) to contact for additional questions.
2. Describe security measures in place to protect data (including voter signatures, changes, and updates) while at-rest on the electronic pollbook mobile device and while in-transit during internet or cloud-based transmission to and from the proposed solution's central pollbook management control endpoint.
3. Describe Internet intrusion prevention systems and control protocols the proposed solution uses. If third (3rd) party testing is done, include dates, name, and contact information for such third party and at least one sample test results report from that third party.
4. Describe how the proposed solution will detect, prevent, and report any suspicious software behavior in any part of the proposed solution.
5. Describe all access control methods, password encryption and protection levels.
6. Describe how the system will be able to track, aid in the recovery or disabling of electronic pollbook mobile devices if stolen or removed.
7. Describe the contents of the audit log.

**E. ADDITIONAL TOOLS PROVIDED**

1. Describe any additional tools provided with the Electronic Pollbook platform, such as:
  - a. Issue tracking system for technical support
  - b. Wait times at the polling places
  - c. Public counter of voters checked in at polling places
  - d. Curbside voter notifications

**V. PROPOSAL SUBMISSION**

- A. Proposal submission should be prepared in a straightforward and concise manner, identifying clearly and succinctly any deviations, service enhancements, and other differences that exist between the RFP and the proposed services and features to be provided. Emphasis should be placed on responsiveness to the RFP requirements, completeness, clarity of content, and conformance to the RFP instructions.
- B. Provide RFP response in the format and order listed below. Do not include any electronic submission such as CD's, DVD's or Flash Drives. Follow the response guidelines precisely. Tarrant County considers how well a respondent follows RFP instructions in evaluation of the responses.



<p style="text-align: center;"><b>REQUEST FOR PROPOSALS FOR ANNUAL CONTRACT FOR ELECTRONIC POLLBOOK SYSTEM</b></p>
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1. **Required Forms & Executive Summary (Tab 1):** Do not add items such as headers or footers to these forms. Do not remake these forms into your own format.
  - a. Signature Form with signature.
  - b. Addendum Signature Form(s) with signature (if applicable).
  - c. Compliance with Federal and State Laws Form with signature.
  - d. References.
  - e. Deficiencies and Deviations Form.
  - f. HUB Certificate/Form for Disadvantaged Business Enterprises and HUB Certificate (if applicable). Please write N/A on the form if it is Not Applicable.
  - g. Confirmation of meeting the required insurance for this RFP (a sample certificate will suffice).
  - h. Price Forms: **For each line item on the Price Forms, include a written detailed list of exactly what is included in the price for your solution.**
  - i. Questionnaire: Include the completed page titled Questionnaire.
  - j. Proof of certification for the use of your pollbook system in Texas Elections.
  - k. Executive Summary. Share your experiences (e.g., successes and challenges) with projects of this size and nature. Include reason(s) why your proposed solution is a best fit for the County.
2. **Response to Scope of Work (Tab 2): Provide a detailed written response to each item in the Scope of Work stated in Section IV of the Statement of Work.**
3. **Respondent's Contracts/Service Level Agreement (Tab 3):**
  - a. All vendor-required contracts and or agreements for the proposed services should be submitted with the response, including a proposed Statement of Work (SOW), Enterprise Agreements, Service Level Agreement (SLA), etc. All contracts and agreements will be preliminarily reviewed by Tarrant County in the evaluation process.
  - b. The terms in this RFP document and the Vendor response to RFP document take precedence over all additional agreements between Tarrant County and the Vendor associated with this RFP.

**REQUEST FOR PROPOSALS FOR ANNUAL CONTRACT FOR  
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- c. Prior to an award recommendation, Tarrant County and the vendor will review all contracts/agreements. The Vendor who appears to be successful in their proposal will have their contract(s) subjected to review by Tarrant County's Criminal District Attorney's Office.
- d. Failure of the Vendor to provide all applicable contracts in a timely and orderly manner may jeopardize award recommendation.
- e. The contract will be in accordance with the laws of the State of Texas without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Texas. The parties mutually consent to the jurisdiction of the federal and state courts in Tarrant County, Texas and agree that any action, suit or proceeding concerning, related to or arising out of this document will be brought only in a federal or state court in Tarrant County, Texas and the parties agree that they will not raise any defense or objection or file any motion based on lack of personal jurisdiction, improper venue, inconvenience of the forum or the like in any case filed in federal or state court in Tarrant County, Texas.
- f. Arbitration between parties is not allowed.

**VI. PROPOSAL EVALUATION AND AWARD**

- A. Respondents shall have NO contact regarding this RFP with any known member of the Evaluation Committee, member(s) of the Tarrant County Commissioners Court or their staff, or any other Tarrant County elected officials or their staff, prior to award. Any contact regarding this RFP may result in the Respondents' disqualification and removal from consideration by the Tarrant County Commissioners Court. Contact may be initiated by the Tarrant County Purchasing Department for purposes of evaluation and clarification. The only contact should be facilitated by the Tarrant County Purchasing Department.
- B. Approach:
  - 1. The Tarrant County Purchasing Department will guide the evaluation of the responses received. An Evaluation Committee will be established to evaluate and score the submitted Proposals. The Evaluation Committee may consist of representatives from various County Departments.
  - 2. The County reserves the right at its sole determination to include additional Department(s), Employee(s), or Contractor(s) in the evaluation of proposals as the County deems necessary.
  - 3. The County reserves the right at its sole discretion to determine the process for proposal evaluation and may elect to accelerate the evaluation process by combining or eliminating evaluation phases.

**REQUEST FOR PROPOSALS FOR ANNUAL CONTRACT FOR  
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C. Evaluation Criteria:

- 1. Scope of Work..... 600 points
- 2. References ..... 100 points
- 3. Price ..... 300 points
- TOTAL..... 1000 points

D. Evaluation of Price:

- 1. Responses will be evaluated separately to score the Price Proposal.
- 2. The Respondent who submits the lowest total price for required items (noted on the Price Forms) will receive the maximum price score of 300 Points
- 3. The Price section will be scored using the following formula:  $\text{Lowest Price Proposal} / \text{Respondent's Price Proposal} \times 300$ . Maximum Price Points: 300 Points

E. Vendor Presentations and Demonstrations:

- 1. Select respondents will be asked to demonstrate their solution. Respondents MUST be prepared to give virtual presentations (demos) as an alternative to in-person (live) presentations (demos). Tarrant County reserves the right to select whether presentations will be in-person (live) or virtual. All costs associated with demonstrations are the sole burden of the Respondent.
- 2. The respondent MUST receive a minimum score of 350 out of 700 Points for Statement of Work and References (does not include price scores) to be considered for the vendor presentation and demonstration phase of the evaluation. Note: Scoring 350 out of 700 Points does not guarantee that the respondent will be invited to the presentation and demonstration round. Tarrant County will look for a natural break in the scores to determine which respondents will proceed.
- 3. Invited Respondents will receive additional direction with the invitations.
- 4. Evaluation Scores for the Presentation and Demonstration round will override the original evaluation scores.

F. Contract Negotiations:

- 1. The Tarrant County Purchasing Department may conduct contract negotiations along with representatives from the Criminal District Attorney' Office and other County Departments.
- 2. The County reserves the right at its sole discretion to determine if pursuing contract negotiations is in the best interest of the County. The County is under no obligation to pursue Contract Negotiation.

**REQUEST FOR PROPOSALS FOR ANNUAL CONTRACT FOR  
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G. Best and Final Offer (BAFO):

1. The Respondents with the highest scores may be invited to prepare a Best and Final Offer for consideration by the Evaluation Committee.
2. Tarrant County reserves the right at its sole discretion to determine if pursuing BAFO(s) is in the best interest of the County. The County is under no obligation to pursue BAFO(s).
3. In the event, the County elects not to pursue BAFO(s), Contract Negotiation will be conducted based on the final rankings previously described.



## TARRANT COUNTY

### HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) POLICY

#### I. POLICY STATEMENT

The Tarrant County Commissioners Court, being the policy development and budgetary control unit of county government, will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUBs) through the use of race, ethnic and gender neutral means. It is the policy of Tarrant County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts of firms who recognize and practice similar business standards.

#### II. DEFINITIONS

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his or her identification as a member of certain groups, including women, Black Americans, Mexican Americans and other Americans of Hispanic origin, Asian Americans and American Indians.

Certified HUBs includes business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Tarrant County.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than \$50,000.

### III. POLICY GUIDELINES

- A. Tarrant County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the county.
- B. Tarrant County will use and recognize the State of Texas certification process in conjunction with the implementation of this policy. The County does recognize other agencies' certifications. Tarrant County reserves the right to review the certification status of any vendor applying to do business with the County. This review will be accomplished to determine the validity and authenticity of the vendor's certification as a HUB.
- C. The Commissioners Court may establish HUB target goals. Through a systematic approach of soliciting quotes, bids and proposals from certified HUBs and in compliance with applicable state and federal law this policy will strive to meet those goals.
  1. Target goals should consider:
    - the availability of HUB firms within the specific category of goods or services to be procured; and
    - the diversity of the county's population.
  2. The goals should be reviewed and amended periodically.
  3. The program may apply to all County procurements including construction and professional services.
  4. Particular attention will be given to HUB participation on purchases in excess of the statutory bid limit.
  5. The Commissioners Court herein establishes a 20% good faith target goal for Tarrant County.

- D. Tarrant County will actively seek and encourage HUBs to participate in all facets of the procurement process by:
1. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
  2. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.
  3. Continuing to advertise bids on the County's website and in newspapers including newspapers that target socially and economically disadvantaged communities.
  4. Continuing to provide bid notifications to minority Chambers of Commerce.
- E. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
1. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
  2. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
  3. Specification of reasonable, realistic delivery schedules consistent with the County's actual requirements.
  4. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
- F. A HUB Policy statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Policy in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB policy may result in a bid or proposal being considered non-responsive to specifications.
- G. The Tarrant County Purchasing Department will actively seek the participation of HUB firms in the quotation process for purchases under the statutory bid limit. HUB firms will be identified on the computerized database and linked to the commodities they represent. Buyers will be encouraged to use available internal and external databases of certified HUB firms.

- H. Nothing in this policy shall be construed to require the County to award a contract other than to the lowest responsive bidder meeting specifications as required by law. This policy is narrowly tailored in accordance with applicable law.

#### **IV. ADMINISTRATIVE GUIDELINES**

- A. The Tarrant County Purchasing Department shall serve as the County's HUB Office with responsibility for the implementation, monitoring and general operations of the HUB policy. The Purchasing Agent shall serve as the County HUB Officer.
  - 1. The HUB Officer will establish procedures to implement this policy across the full spectrum of the procurement process. The County HUB Office will periodically review with department head and elected officials regarding procurement opportunities.
  - 2. Managing the policy and training buyers and other County personnel in order to meet County goals will be the responsibility of the HUB Office.
  - 3. The HUB Office will cooperate with other local government entities to increase HUB participation throughout the county and region. The HUB Office is encouraged to participate in educational and other outreach programs to assist HUB firms.
  - 4. The HUB Officer will receive and review complaints and recommendations regarding the implementation of the HUB Policy and the good faith efforts of bidders. Further, the HUB Office will audit for compliance to the HUB Policy on eligible projects after award, during the performance of the contract and after completion, while also making any recommendations to Commissioners Court regarding any irregularities or misrepresentation of facts as they relate to compliance with the policy. The HUB Office will review documentation submitted by HUB firms in compliance with this policy.
  - 5. An annual report along with recommendations shall be provided to the Commissioners Court and Purchasing Board. The annual report will provide statistical data and efforts reflected in the number of purchase orders, value of goods and services purchased, percentages to HUB firms, and outreach and marketing efforts. Other statistics may be required or requested by the Commissioners Court or Purchasing Board.

**510 Historically Underutilized Businesses Policy**  
*Adopted: Court Order 64788 (December 17, 1990)*  
*Amended: Court Order 69958 (December 7, 1993)*  
*Amended: Court Order 99651 (December 28, 2006)*  
*Amended: Court Order 127875 (June 19, 2018)*



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**FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY**

**Disadvantaged Business Enterprises (DBE)** are encouraged to participate in Tarrant County's Proposal process. The Tarrant County Purchasing Department will provide additional clarification of specifications, assistance with Forms, and further explanation of procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

Tarrant County recognizes the certifications of both the State of Texas General Services Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact.

Texas Procurement and Support Services  
Statewide HUB Program  
1711 Jacinto Blvd.  
PO Box 13047  
Austin, Texas 78711-3047  
(512) 463-5872

**OR**

North Central Texas  
Regional Certification Agency  
624 Six Flags Drive, Suite 100  
Arlington, Texas 76011  
(817) 640-0606

**IF YOUR COMPANY IS CERTIFIED, ATTACH A COPY OF THE CERTIFICATION TO THIS FORM AND RETURN WITH PROPOSAL.**

COMPANY NAME: \_\_\_\_\_

REPRESENTATIVE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_ FAX NO. \_\_\_\_\_

**Indicate all that apply:**

- \_\_\_\_\_ Minority-Owned Business Enterprise
- \_\_\_\_\_ Women-Owned Business Enterprise
- \_\_\_\_\_ Disadvantaged Business Enterprise

**NOTE: WITHOUT A VALID CERTIFICATION ON FILE, YOU WILL NOT BE EVALUATED AS A HUB/DBE.**

# REQUEST FOR PROPOSALS FOR ANNUAL CONTRACT FOR ELECTRONIC POLLBOOK SYSTEM

## TVORS REGISTRATION

An important part of doing business with Tarrant County is to sign up in our free Tarrant Vendor Online Registration System (TVORS).

TVORS is a web-based vendor registration program that is designed to be an easy-to-use, self-service application that allows vendors to establish and maintain their own company and certification data for the purpose of bid notification and information.

<https://tvorspublic.tarrantcounty.com/>

**TARRANT TVORS**  
Vendor Online Registration System

*The perfect mix of Cowboys and Culture!*  
**TARRANT COUNTY**

400 E. Weatherford Street  
Fort Worth, Texas 76106  
(817) 884-1111

**Welcome to TVORS!**

Vendors that would like to receive bid opportunities from Tarrant County are encouraged to register in TVORS. Vendors are responsible to keep contact information current in TVORS so as to facilitate bid notifications from Tarrant County.

**Changes to TVORS contact information DOES NOT affect vendor information pertaining to Purchase Order or Remit To addresses.**

**Login to TVORS**

If you have already registered with TVORS, please go ahead and login.

User ID:

Password:

Keep me signed in on this computer unless I sign out.

**VENDOR LOGIN**

If you have forgotten your password, enter your email address below and click the Forgot Password button. We will send you an email including your User ID and password.

Email Address:

**FORGOT PASSWORD**

**Register with TVORS**

There are four steps to the TVORS registration process. You will have the option to save your work after the completion of each step. You may then login to your TVORS account at anytime to make changes or to complete the registration process.

*You must complete all mandatory information in order to be considered for bid opportunities from Tarrant County Purchasing.*

To complete your TVORS registration, you will go through the following steps:

**STEP 1:** Enter company data

**STEP 2:** Enter commodity/service codes (NIGP)  
**Failure to select NIGP code(s), could result in improper bid notification or no notification at all.**

**STEP 3:** Enter user data (if applicable)

**STEP 4:** Enter certifications (if applicable)

If you have any questions during your registration, please call (817) 884-1414 or email [TVORS@TarrantCounty.com](mailto:TVORS@TarrantCounty.com).

To begin the registration process, please click the button below.

**VENDOR REGISTRATION**

After registering, be sure to email or fax all copies of your current HUB/MBE certificate(s) to [TVORS@Tarrantcounty.com](mailto:TVORS@Tarrantcounty.com) or (817) 884-2629, respectively.

**Already Registered?** Please log into your profile to make sure all contact information is correct, then check the *Data Verified* box at the bottom of the *Company Data* Section of your profile.

Contact Teresa Lobacz, Tarrant County HUB Coordinator, at the email above or at (817) 884-1414 if you have any registration questions.

**REQUEST FOR PROPOSALS FOR ANNUAL CONTRACT FOR  
ELECTRONIC POLLBOOK SYSTEM**

**REFERENCES**

Please list three (3) references, **other than past or present employees of Tarrant County**, who can verify your performance as a Vendor. Performance includes but is not limited to, sales and/or service, delivery, invoicing, and other items as may be required for Tarrant County to determine Respondent's ability to provide the intended goods or service of this Proposal. Tarrant County **PREFERS** references to be from Government customers. References must be able to verify the quality of service Respondent's company provides and that the Respondent has completed a project of similar size and scope of work in this solicitation. Inaccurate, obsolete or negative responses from the listed references could result in rejection of your Proposal.

Failure to supply the required references will deem Respondent as non-responsive and will not be considered for the award.

Respondent involvement with reference checks is not permitted. Only Tarrant County or its designee will conduct reference checks. Any deviation to this will result in rejection of your response.

**REFERENCE ONE**

GOVERNMENT/COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON AND TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

SCOPE OF WORK: \_\_\_\_\_

CONTRACT PERIOD: \_\_\_\_\_

**REFERENCE TWO**

GOVERNMENT/COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON AND TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

SCOPE OF WORK: \_\_\_\_\_

CONTRACT PERIOD: \_\_\_\_\_

**REFERENCES MUST BE RETURNED WITH PROPOSAL!**

**REQUEST FOR PROPOSALS FOR ANNUAL CONTRACT FOR  
ELECTRONIC POLLBOOK SYSTEM**

**REFERENCES**

**REFERENCE THREE**

GOVERNMENT/COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON AND TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

SCOPE OF WORK: \_\_\_\_\_

CONTRACT PERIOD: \_\_\_\_\_

**REFERENCES MUST BE RETURNED WITH PROPOSAL!**

**REQUEST FOR PROPOSALS FOR ANNUAL CONTRACT FOR  
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# SIGNATURE FORM

The undersigned, on behalf of and as the authorized representative of Respondent, agrees this Proposal becomes the property of Tarrant County after the official opening.

The undersigned affirms the Respondent has familiarized itself with the local conditions under which the work is to be performed; satisfied itself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a Proposal.

The undersigned agrees, on behalf of Respondent, that if this Proposal is accepted, to furnish all materials and services upon which price(s) are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Proposal will be ninety (90) calendar days.

The undersigned affirms that they are duly authorized to execute this contract, that this Proposal has not been prepared in collusion with any other Respondent, nor any employee of Tarrant County, and that the contents of this Proposal have not been communicated to any other Respondent or to any employee of Tarrant County prior to the official opening of this Proposal.

Respondent hereby assigns to Tarrant County all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this solicitation. ***Failure to sign and return this form will result in the rejection of the entire Proposal.***

**Signature** \_\_\_\_\_ **X**  
Authorized Representative

\_\_\_\_\_  
Legal Name of Company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
City, State and Zip

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-Mail Address

**AFTER HOURS EMERGENCY CONTACT:**

Name: \_\_\_\_\_

Tel. No. \_\_\_\_\_

**THIS FORM MUST BE SIGNED.**

**THE ORIGINAL WITH ORIGINAL SIGNATURE AND ELEVEN (11) COPIES MUST BE RETURNED WITH PROPOSAL!**



Did you sign and submit all  
required forms?

**If not, your Proposal  
will be rejected!**

**REQUEST FOR PROPOSALS FOR ANNUAL CONTRACT FOR  
ELECTRONIC POLLBOOK SYSTEM**

**COMPANY IS:**

Business included in a Corporate Income Tax Return?      \_\_\_\_\_ YES    \_\_\_\_\_ NO

\_\_\_\_\_ Corporation organized & existing under the laws of the State of \_\_\_\_\_

\_\_\_\_\_ Partnership consisting of \_\_\_\_\_

\_\_\_\_\_ Individual trading as \_\_\_\_\_

\_\_\_\_\_ Principal offices are in the city of \_\_\_\_\_

Unique Entity Identifier (UEI) Number: \_\_\_\_\_

CAGE Code: \_\_\_\_\_

**REQUEST FOR PROPOSALS FOR ANNUAL CONTRACT FOR  
ELECTRONIC POLLBOOK SYSTEM**

## **COMPLIANCE WITH FEDERAL AND STATE LAWS**

### **CERTIFICATION OF ELIGIBILITY**

By submitting a Bid in response to this solicitation, the Bidder certifies that at the time of submission, they are not on the Federal Government's list of suspended, ineligible, or debarred entities.

In the event of placement on the list between the time of Bid submission and time of award, the Bidder will notify the Tarrant County Purchasing Agent. Failure to do so may result in terminating this contract for default.

### **RELATING TO STATE CONTRACTS WITH AND INVESTMENTS IN COMPANIES THAT BOYCOTT ISRAEL AND INVESTMENTS IN COMPANIES THAT DO BUSINESS WITH IRAN, SUDAN, OR ANY KNOWN FOREIGN TERRORIST ORGANIZATIONS.**

Bidder verifies that they do not boycott Israel and will not boycott Israel in accordance with Texas Government Code Section 2270.001(2) during the term of this contract. Bidder further verifies pursuant to Texas Local Government Code Section 2252.152 that they are not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

### **DISCLOSURE OF INTERESTED PARTIES**

The law states that a governmental entity may not enter into certain contracts with a nonexempt business entity unless the business entity submits a disclosure of interested parties to the governmental entity. By submitting a Bid in response to this solicitation, the Bidder agrees to comply with HB 1295, Government Code 2252.908. Bidder agrees to provide Tarrant County Purchasing Agent, and/or requesting department, the "Certificate of Interested Parties," Form 1295 as required, within **ten (10)** business days from notification of pending award, renewal, amended or extended contract.

### **VENDOR IS EXEMPT FROM CERTIFICATION REGARDING ENERGY COMPANIES AND FIREARM ENTITIES OR FIREARM TRADE ASSOCIATIONS:**

Vendor is a sole proprietorship OR is a non-profit entity OR Vendor is a company that does NOT have 10 or more full-time employees AND/OR this contract does NOT have a value of \$100,000.00 or more that is to be paid wholly or partly paid from public funds of the governmental entity.

**If the Vendor Cannot Certify that it is EXEMPT as Above, Vendor Must Certify as Follows:**

**Vendor is NOT EXEMPT and Certifies as follows:**

Boycott of Energy Companies Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87<sup>th</sup> Legislature S. B. 13), Vendor verifies that it does not boycott energy companies and will not boycott energy companies during the term of the above-described contract. "Boycott energy company" is defined in Section 809.001(1) (added by 87<sup>th</sup> Legislature, S. B. 13) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).



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## **COMPLIANCE WITH FEDERAL AND STATE LAWS**

Discrimination against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Governmental Code (added by 87<sup>th</sup> Legislature, S. B. 19), Vendor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the above-described contract] against a firearm entity or firearm trade association. “Discriminate against a firearm entity or firearm trade association” is defined in Section 2274.001(3) (added by 87<sup>th</sup> Legislature, S. B. 19) and means, with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term *does not include*: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.

Vendor Hereby Certifies (Mark Applicable Certification):

\_\_\_\_\_ Vendor is EXEMPT from Certification as set out above.

\_\_\_\_\_ Vendor is NOT EXEMPT from Certification as set out above, and Vendor Certifies that it does not and will not Boycott Energy Companies and that it does not and will not engage in prohibited Discrimination against Firearm Entities or Firearm Trade Associations.

Signature \_\_\_\_\_ X

**THIS FORM MUST BE SIGNED.**

**THE ORIGINAL WITH ORIGINAL SIGNATURE AND ELEVEN (11) COPIES MUST BE RETURNED WITH PROPOSAL.**

**REQUEST FOR PROPOSALS FOR ANNUAL CONTRACT FOR  
ELECTRONIC POLLBOOK SYSTEM**

**DEFICIENCIES AND DEVIATIONS FORM**

Following is a listing of ALL deficiencies and deviations from the requirements as outlined in this Proposal. Unless specifically listed, your response will be considered to be in FULL compliance with this Proposal. Respondent assumes the responsibility of identifying all deficiencies and deviations and if not identified, all requirements of this Proposal stipulated must be fulfilled at no additional expense to Tarrant County.

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**REQUEST FOR PROPOSALS FOR ANNUAL CONTRACT FOR  
ELECTRONIC POLLBOOK SYSTEM**

# NO-BID RESPONSE

In the event that your organization chooses not to submit a bid/proposal for this solicitation, the Tarrant County Purchasing Department is interested in the reasons why vendors have chosen not to submit bids/proposals in order to better serve the taxpayers of Tarrant County. Please indicate your reason(s) by checking all applicable items below and return this form to the address shown below.

- Could not meet specifications.
- Items or materials requested not manufactured by us or not available to our company.
- Insurance requirements too restricting.
- Bond requirements too restricting.
- The scope of services not clearly understood or applicable (too vague, too rigid, etc.)
- The project not suited to our organization.
- Quantities too small.
- Insufficient time allowed for preparation of bid/proposal.
- Other (please specify).

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Vendor Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Please send your response to:

Tarrant County Purchasing Department  
100 E. Weatherford, Suite 303  
Fort Worth, TX 76196-0104

**REQUEST FOR PROPOSALS FOR ANNUAL CONTRACT FOR  
ELECTRONIC POLLBOOK SYSTEM**

**PRICE PROPOSAL FORM**

**Required: Cloud-Based Electronic Pollbook Solution Pricing:** MUST be priced as simply and consistently as possible. The pricing below MUST be All-Inclusive (comprised of all direct and indirect pricing). Pricing MUST remain firm for the entire term of the contract. Attach additional documents to provide greater detail and clarity. **Note: The values entered on this form will be used for price comparison calculations.**

Year 1	<p>Enter an all-inclusive fixed price for your <b>Cloud-Based Electronic Pollbook Solution</b> for the existing 1,360 pollbooks and printers for Year 1. <b><u>Do not include hardware pricing! Tarrant County is not replacing hardware.</u></b></p> <p><b>Provide a comprehensive and detailed list of exactly what is included in the Year 1 pricing for your solution.</b> When applicable, include the following:</p> <ul style="list-style-type: none"> <li>• Licensing or subscription,</li> <li>• Software,</li> <li>• Hosting costs,</li> <li>• Implementation (e.g. delivery, setup, configuration, training, etc.),</li> <li>• Travel Expenses,</li> <li>• 24 x 7 x 365 Technical Support,</li> <li>• Maintenance</li> <li>• Other (anything else required for a complete turn-key solution)</li> </ul>	\$ _____
Year 2	<p>Enter an all-inclusive fixed price for the existing 1,360 pollbooks and printers for Year 2 to include ongoing licensing or subscription, hosting costs, technical support, maintenance, and anything else required for Year 2. <b><u>Year 2 begins one (1) year after “Go-Live” date.</u></b> <b>Provide a comprehensive and detailed list of exactly what is included in the Year 2 price for your solution.</b></p>	\$ _____
Year 3	<p>Enter an all-inclusive fixed price for the existing 1,360 pollbooks and printers for Year 3 to include ongoing licensing or subscription, hosting costs, technical support, maintenance, and anything else required for Year 3. <b><u>Year 3 begins two (2) years after “Go-Live” date.</u></b> <b>Provide a comprehensive and detailed list of exactly what is included in the Year 3 price for your solution.</b></p>	\$ _____
<b>TOTAL ALL-INCLUSIVE PRICE FOR THREE (3) YEARS</b>		\$ _____

<b>REQUEST FOR PROPOSALS FOR ANNUAL CONTRACT FOR ELECTRONIC POLLBOOK SYSTEM</b>
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**Required: Additional Software License Pricing:** Enter pricing to add additional software licenses (over the initial 1,360) for the term of the contract.

Year 1 \$ \_\_\_\_\_ per additional license

Year 2 \$ \_\_\_\_\_ per additional license

Year 3 \$ \_\_\_\_\_ per additional license

**Required: Replacement Hardware Pricing:**

Required Items	Brand	Current Recommended Model	Percentage Discount off Manufacturer's Suggested Retail Price (MSRP) Discount must remain firm for contract period for the brand	Current Tarrant County Price (MSRP-discount)
iPad (Wi-Fi Only) 64GB Minimum Storage	Apple			
Printer	Epson			
Carrying Case for iPad				

**Optional Replacement Hardware Pricing:**

Optional: Enter all other replacement hardware items that may be needed throughout the term of the contract. Please include all necessary cables and accessories. Examples: Carrying case for printer, cables, accessories.


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**REQUEST FOR PROPOSALS FOR ANNUAL CONTRACT FOR  
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**QUESTIONNAIRE**

**1. Minimum Requirements (Statement of Work, Section III.):**

- A. MUST agree to implement the proposed solution in the hardware currently owned by Tarrant County without generating any additional hardware costs.

Does your solution meet this requirement? \_\_\_\_\_

- B. MUST be hosted in a government cloud certified environment in compliance with the International Traffic in Arms Regulations (ITAR), the Federal Risk and Authorization Management Program (FedRAMP), the Federal Information Security Management Act (FISMA), Criminal Justice Information Services (CJIS), and the Health Insurance and Accountability Act (HIPAA). The awarded Vendor(s) MUST provide the name of the gov cloud certified environment to Tarrant County to ensure compliance.

Does your solution meet this requirement? \_\_\_\_\_

- C. MUST ensure that the proposed solution is backwards compatible with existing equipment and EPB IOS deployed.

Does your solution meet this requirement? \_\_\_\_\_

- D. MUST include pricing for all necessary hardware and software licensing in case Tarrant County needs to procure items in the future. Items offered must include, at least:

1. iPad, 64GB minimum storage
2. Printer
3. Carrying case
4. Software Licensing

Does your solution meet this requirement? \_\_\_\_\_

- E. MUST provide proof of certification for the use of their pollbook systems in Texas elections.

Does your solution meet this requirement? \_\_\_\_\_

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**REQUEST FOR PROPOSALS FOR ANNUAL CONTRACT FOR  
ELECTRONIC POLLBOOK SYSTEM**

- F. MUST allow for multiple independent on-line elections to be managed simultaneously on the same back-end installation.

Does your solution meet this requirement? \_\_\_\_\_

- G. MUST retain all historical election records for a minimum of 36 months (or 3 years) from the date of the Election for which it was last used. Vendor MUST warrant that all data will be exportable in an electronic readable and usable format upon contract termination, expiration, or cancellation of services at no additional charge to Tarrant County. Data migration from Tarrant County's existing solution is not required.

Does your solution meet this requirement? \_\_\_\_\_

- H. MUST agree to maintain data available on-line to the County during the data retention period, and continue to do so until the County agrees, in writing, to have it removed.

Does your solution meet this requirement? \_\_\_\_\_

- I. MUST be able to manage all devices from a central pollbook management control endpoint, allowing, at least:
1. Push software upgrades.
  2. Push data updates.
  3. Send notifications to users in real-time.
  4. Monitor device status in real-time.

Does your solution meet this requirement? \_\_\_\_\_

- J. MUST provide methods of importing/uploading of voter registration data into the central pollbook management control endpoint for secure redistribution to the electronic pollbook mobile devices.

Does your solution meet this requirement? \_\_\_\_\_

- K. MUST allow users to easily, and without vendor support, manage the entire process: from creating the election to archiving the records after the retention period.

Does your solution meet this requirement? \_\_\_\_\_

**REQUEST FOR PROPOSALS FOR ANNUAL CONTRACT FOR  
ELECTRONIC POLLBOOK SYSTEM**

- L. MUST be secure from unauthorized use and provide information of all manipulations and actions performed through an audit log that track all actions taken by all users and stores error messages coded with individual device identification numbers.

Does your solution meet this requirement? \_\_\_\_\_

- M. MUST ensure that all data is encrypted (including voter signatures, changes, and updates) while at-rest on the electronic pollbook mobile device and while in-transit during internet or cloud-based transmission to and from the proposed solution's central pollbook management control endpoint.

Does your solution meet this requirement? \_\_\_\_\_

- N. MUST be able to track, aid in the recovery or disabling of electronic pollbook mobile devices if stolen or removed.

Does your solution meet this requirement? \_\_\_\_\_

- O. MUST commit to integrating the platform provided with the Voter Registration system used by Tarrant County.

Does your solution meet this requirement? \_\_\_\_\_

- P. MUST commit to customizing printed forms and reports required by Tarrant County, at least:

1. Statement of Residence (SOR).
2. Reasonable Impediment Affidavit.
3. Provisional Voter Notification.
4. Notice to Provisional Voter
5. Notice to Provisional Voter ID
6. Oath of Assistance and Interpreter
7. Check in Slip including Certificate of Voting in a Primary during Primary Elections
8. List of Provisional Voters

Does your solution meet this requirement? \_\_\_\_\_

2. Did you include, in your RFP response, the required proof of certification for the use of your pollbook system in Texas elections? \_\_\_\_\_

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Please cut out and affix to the outside of your response package



**TARRANT COUNTY  
SEALED BID/PROPOSAL/RESPONSE**

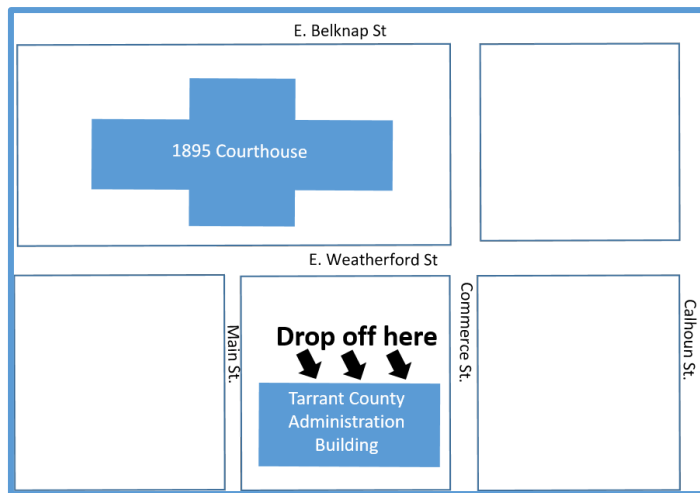
**RFP No. 2023-079**

**REQUEST FOR PROPOSALS FOR ANNUAL CONTRACT FOR  
ELECTRONIC POLLBOOK SYSTEM**

**Due Date: MARCH 6, 2023 at 2:00 PM. CST**

**Tarrant County Administration Building  
ATTN: Purchasing Department  
100 E. Weatherford St., Third Floor, Suite 303  
Fort Worth, Texas 76196-0104**

Street View



Building View

