

CONTRACT

This contract (the "Contract") entered into this 4th day of August, 2017 and between SHELBY COUNTY GOVERNMENT, hereinafter referred to as "COUNTY" and EVERYONE COUNTS, INC., hereinafter referred to as "CONTRACTOR".

WITNESSETH

WHEREAS, the COUNTY has the need for the provision of professional services for replacement of the Voter Registration and Election Management System; and

WHEREAS, the COUNTY issued a Request for Proposals ("RFP") Number 17-002-36 on February 17, 2017 and CONTRACTOR responded to said RFP on March 9, 2016; and

WHEREAS, the CONTRACTOR has the knowledge and expertise to provide such services; and

WHEREAS, the COUNTY awarded the RFP to CONTRACTOR on April 6, 2017; and

WHEREAS, the parties are desirous of entering into a contract setting forth the terms and conditions under which the CONTRACTOR will provide said services.

NOW THEREFORE, for and in consideration of mutual promises and covenants herein contained, the parties hereto agree that:

The Agreement is comprised of the following documents:

- Exhibit A – RFP
- Exhibit B – RFP Response by the Provider
- Exhibit C – Costs, Fees, Payment Schedule & Milestones
- Exhibit D – Service and Support Terms and Conditions
- Exhibit E – Escrow Agreement

I. SCOPE OF WORK

1. The CONTRACTOR shall provide the services as outlined within the County's RFP # 17-002-36 and CONTRACTOR'S RESPONSE which is attached hereto as Exhibit "A" and Exhibit "B" incorporated herein by reference as if stated verbatim (the "Services").

II. TERM AND COMPENSATION

1. The term of this Contract (the "Term") will commence upon the execution of this Contract and continue through June 30, 2018, with the option to renew for one (1) additional one-year period, upon mutual written consent of both parties, with the same terms and conditions.
2. The COUNTY agrees to compensate the CONTRACTOR for the provision of the Services the sum total not to exceed NINE HUNDRED NINETY- FIVE THOUSAND AND 00/100 (\$995,000.00) Dollars (the "Fee") during the term of this Contract which shall include all reimbursable expenses.
3. The Fee shall be paid in accordance with the cost proposal on the attached Exhibit C.
4. The CONTRACTOR shall submit invoices to the as performance milestones are completed. Invoices shall be submitted in duplicate to the address set forth in Paragraph -- of this Contract to the attention of Deborah Upchurch. The COUNTY shall pay such invoices within thirty (30) days of its receipt and approval of said invoices. The COUNTY is not obligated to pay, and will withhold from payment, any amounts the COUNTY has in dispute with the CONTRACTOR based on CONTRACTOR'S non-performance or negligent performance of any of the Services under this Contract.
5. **CONTRACTOR shall not be permitted or authorized to incur costs beyond the extent that purchase orders have been issued on approved contracts and/or purchases prior to the commencement date, during the term of the contract, and/or subsequent to the termination date of County contracts or purchases without prior, expressly written, appropriate authorization pursuant to County purchasing procedures and rules and regulations. County is not obligated to pay nor shall CONTRACTOR be entitled to receive payments for contract fees and expenses incurred in violation of this provision.**

III. GENERAL CONDITIONS

The parties further agree as follows:

1. CONTROL

All Services by the CONTRACTOR will be performed in a manner satisfactory to the COUNTY, and in accordance with the generally accepted business practices and procedures of the COUNTY.

2. CONTRACTOR'S PERSONNEL

The CONTRACTOR certifies that it presently has adequate qualified personnel to perform all Services required under this Contract. All work performed during the Term of this Contract will be supervised by the CONTRACTOR. The CONTRACTOR further certifies that all of its employees assigned to serve the COUNTY have such knowledge and experience as required to perform the duties assigned to them.

3. INDEPENDENT STATUS

- a. Nothing in this Contract shall be deemed to represent that the CONTRACTOR, or any of the CONTRACTOR's employees or agents, are the agents, representatives, or employees of the COUNTY. The CONTRACTOR will be an independent CONTRACTOR over the details and means for performing the Services under this Contract. Anything in this Contract which may appear to give the COUNTY the right to direct the CONTRACTOR as to the details of the performance of the Services under this Contract or to exercise a measure of control over the CONTRACTOR is solely for purposes of compliance with local, state and federal regulations and means that the CONTRACTOR will follow the desires of the COUNTY only as to the intended results of the scope of this Contract.
- b. It is further expressly agreed and understood by CONTRACTOR that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the COUNTY; that CONTRACTOR has been retained by the COUNTY to perform the Services specified herein (not hired) and that the remuneration specified herein is considered fees for the Services performed (not wages) and that invoices submitted to the COUNTY by CONTRACTOR for the Services performed shall be on the CONTRACTOR's letterhead.

4. REPORTS

CONTRACTOR shall prepare and submit quarterly reports of its activities, funded under this Contract, to the originating department and the Contract Administration Department of the COUNTY. The reports shall include an itemization of the use of COUNTY's funds and shall be inclusive of specific Services delivered. Any such reports provided to the COUNTY shall be prepared with the understanding that the COUNTY may make such reports available to the public. The quarterly reports and all books of account and financial records that are specific to the work performed in accordance with this Contract may be subject to audit by the Director of the Division of Administration and Finance of the COUNTY. The COUNTY shall have the right to withhold future disbursement of funds under this Contract and any future Contracts until this provision has been met.

5. TERMINATION OR ABANDONMENT

- a. It shall be cause for the immediate termination of this Contract if, after its execution, the COUNTY determines that:

- i) Either the CONTRACTOR or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has pled nolo contendere, or has pled or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting; or
 - ii) CONTRACTOR has subcontracted, assigned, delegated, transferred its rights, obligations or interests under this Contract without the COUNTY's consent or approval; or
 - iii) CONTRACTOR has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer has been appointed to take charge of all or part of CONTRACTOR assets.
- b. The COUNTY may terminate the Contract upon five (5) days written notice by the COUNTY or its authorized agent to the CONTRACTOR for CONTRACTOR's failure to provide the Services specified under this Contract.
- c. This Contract may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination (the "Termination Date"). In the event of such termination, the CONTRACTOR shall be paid for all Services rendered prior to the Termination Date, provided the CONTRACTOR shall have delivered to COUNTY such statements, accounts, reports and other materials as required under this Contract; however, CONTRACTOR shall not be compensated for any anticipatory profits that have not been earned as of the date of the Termination Date. All Services completed by CONTRACTOR prior to the Termination Date shall be documented and tangible work documents shall be transferred to and become the sole property of the COUNTY prior to payment for the Services rendered.
- d. Notwithstanding the above or any section herein to the contrary, CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Contract by CONTRACTOR and the COUNTY may withhold any payments to CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due the COUNTY from CONTRACTOR is determined.

6. COMPENSATION FOR CORRECTIONS

No compensation shall be due or payable to CONTRACTOR pursuant to this Contract for any CONTRACTOR's Services performed by the CONTRACTOR in connection with effecting of corrections to the design of the Services, when such corrections are required as a direct result of negligence by the CONTRACTOR to properly fulfill any of his obligations as set forth in this Contract. Compensation shall be due or payable to CONTRACTOR for CONTRACTOR's Services performed by CONTRACTOR in connection with negligence by

the COUNTY.

7. SUBCONTRACTING, ASSIGNMENT OR TRANSFER

- a. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the CONTRACTOR from performance of the Services under this Contract. The COUNTY shall not be responsible for the fulfillment of the CONTRACTOR's obligations to its transferors or subcontractors.
- b. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the subcontract, assignment, delegation or transfer.

8. CONFLICT OF INTEREST

The CONTRACTOR covenants that it has no public or private interest, and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of the Services. The CONTRACTOR warrants that no part of the total Contract Fee shall be paid directly or indirectly to any officer or employee of the COUNTY as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or contractor to the CONTRACTOR in connection with any work contemplated or performed relative to this Contract.

9. CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the COUNTY will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

10. EMPLOYMENT OF COUNTY WORKERS

The CONTRACTOR will not engage, on a full, part-time, or any other basis during the Term of the Contract, any professional or technical personnel who are or have been at any time during the Term of the Contract in the employ of the COUNTY.

11. ACCESS TO RECORDS

During all phases of the work and Services to be provided hereunder, CONTRACTOR agrees to permit duly authorized agents and employees of the COUNTY to enter

CONTRACTOR's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The CONTRACTOR will maintain all books, documents, papers, accounting records, and other evidence pertaining to the Fee paid under this Contract and make such materials available at their offices at all reasonable times during the Term of this Contract and for three (3) years from the date of payment under this Contract for inspection by the COUNTY or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof. Copies of said records shall be furnished to the COUNTY upon request.

12. ARBITRATION

Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the CONTRACTOR and the COUNTY will be referred to the Shelby County Contract Administrator or its duly authorized representative, whose decision regarding same will be final.

13. RESPONSIBILITIES FOR CLAIMS AND LIABILITIES

- a. CONTRACTOR shall indemnify, defend, save and hold harmless the COUNTY, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liability, losses or damages—including but not limited to Title VII and 42 USC 1983 prohibited acts—arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this Contract or in the performance of the Services hereunder, whether performed by the CONTRACTOR its subcontractors, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.
- b. CONTRACTOR expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, defend, save and hold harmless the COUNTY or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.
- c. The COUNTY has no obligation to provide legal counsel or defense to CONTRACTOR or its subcontractors in the event that a suit, claim or action of any character is brought by any person not a party to this agreement against CONTRACTOR as a result of or relating to performance of the Services under this Contract.
- d. Except as expressly provided herein, the COUNTY has no obligation for the payment of any judgment or the settlement of any claims against CONTRACTOR as a result of or relating to performance of the Services under this Contract.

- e. CONTRACTOR shall immediately notify the COUNTY of any claim or suit made or filed against CONTRACTOR or its subcontractors regarding any matter resulting from or relating to CONTRACTOR's performance of the Services under this Contract and will cooperate, assist and consult with the COUNTY in the defense or investigation thereof.

14. GENERAL COMPLIANCE WITH LAWS

- a. The CONTRACTOR certifies that it is qualified or will take steps necessary to qualify to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of the Services under this Contract.
- b. The CONTRACTOR is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the performance of the Services. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, and the Americans with Disabilities Act (ADA).
- c. This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this Contract, the CONTRACTOR agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this Contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

15. NON-DISCRIMINATION

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

16. ENTIRE AGREEMENT

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, whether oral or written.

17. AMENDMENT

This Contract may be modified or amended only by written instrument signed by both parties.

18. SEVERABILITY

If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a legal, valid and enforceable provision as similar in terms to such unlawful, invalid or unenforceable provision as possible.

19. NO WAIVER OF CONTRACTUAL RIGHT

No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

20. MATTERS TO BE DISREGARDED

The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Contract.

21. SUBJECT TO FUNDING

This Contract is subject to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Contract are not appropriated by Shelby County Government for any of its fiscal period during the Term hereof, then this Contract will be terminated. In the event of such termination, the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the Termination Date.

22. TRAVEL EXPENSES

All travel expenses payable under this Contract shall be in accordance with the County Travel Policy and Procedures. This includes advance written travel authorization, submission of travel claims, documentation requirements, and reimbursement rates. No travel advances will be made by the County.

23. NON-LIABILITY FOR CONTRACTOR EMPLOYEE TAXES

Neither CONTRACTOR nor its personnel are COUNTY's employees, and COUNTY shall not take any action or provide CONTRACTOR's personnel with any benefits and shall have no liability for the following:

- a. Withholding FICA (Social Security) from CONTRACTOR's payments;
- b. Making state or federal unemployment insurance contributions on behalf of CONTRACTOR or its personnel;
- c. Withholding state and federal income tax from payment to CONTRACTOR;
- d. Making disability insurance contributions on behalf of CONTRACTOR;
- e. Obtaining workers' compensation insurance on behalf of CONTRACTOR or CONTRACTOR's personnel.

24. INCORPORATION OF OTHER DOCUMENTS

- a. CONTRACTOR shall provide Services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request for Proposals/Bids as well as the Response of CONTRACTOR thereto, all of which are maintained on file within the Shelby County Purchasing Department and incorporated herein by reference.
- b. It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposals/Bids or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.

25. CONTRACTING WITH LOCALLY OWNED SMALL BUSINESSES (LOSBS) AND/OR MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES (M/WBES)

In accordance with Ordinance Nos. 471 and 472, the Contractor shall utilize LOSBs and/or M/WBES as sources of supplies, equipment, construction and services.

26. INCORPORATION OF WHEREAS CLAUSES

The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof.

27. DISCLOSURE OF REPORTS, DATA OR OTHER INFORMATION

Notwithstanding anything to the contrary contained herein or within any other document supplied to COUNTY by CONTRACTOR, CONTRACTOR understands and acknowledges that COUNTY is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to COUNTY by CONTRACTOR due to Services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.

28. ORGANIZATION STATUS AND AUTHORITY

- a. CONTRACTOR represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the state of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.
- b. The execution, delivery and performance of this Contract by the CONTRACTOR has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of CONTRACTOR, any provision of any indenture, agreement or other instrument to which CONTRACTOR is a party, or by which CONTRACTOR's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

29. INSURANCE REQUIREMENTS

- a. The CONTRACTOR shall purchase and maintain, in a company or companies licensed to do business in the State of Tennessee, such insurance as will protect the County from claims which may arise out of or result from the CONTRACTOR's operations under the Contract, whether such operations are performed by himself or by any subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts the CONTRACTOR or subcontractor may be liable.
- b. The insurance required shall be written for not less than any limits of liability specified or required by law, whichever is greater. Shelby County Government, its elected officials, appointees and employees will be named as additional insured. All

policies will provide for thirty (30) days written notice to COUNTY of cancellation or material change in coverage provided. The CONTRACTOR will maintain throughout the life of this Contract insurance, through insurers rated A- or better by A.M. Best, in the following minimum requirements:

- i) Errors and Omissions/or Professional Liability coverage with limits of \$1,000,000.00 per occurrence/\$3,000,000.00 annual aggregate, indicating if coverage is on occurrence basis or claims made.
 - ii) Commercial General Liability coverage with minimum limits of \$1,000,000.00 per occurrence bodily injury and property damage/\$1,000,000.00 personal and advertising injury/\$2,000,000.00 general aggregate coverage, \$2,000,000.00 annual aggregate products/completed operations, indicating whether coverage provided on a claims-made or on an occurrence basis. The insurance shall include coverage for the following:
 - a. Premises/Operation;
 - b. XCU coverage, where applicable
 - c. Products/Completed Operations;
 - d. Contractual Liability;
 - e. Independent Contractors;
 - f. Broad Form Property Coverage;
 - g. Personal Injury and Advertising Liability.
 - h. Cyber Liability – minimum limit \$500,000
 - iii) Workers Compensation and Employers' Liability Insurance – Workers' compensation statutory limits as required by Tennessee. This policy should include Employers' Liability coverage for \$1,000,000.00 per accident.
 - iv) Business Automobile Liability Insurance - minimum limit of \$1,000,000.00 each accident for property damage and personal injury. Coverage is to be provided on all owned/leased, hired and non-owned autos.
- c. CONTRACTOR shall provide County with a current copy of the Certificate of Insurance at the time of contracting and shall maintain said insurance during the entire Contract period as well as provide renewal copies on each anniversary date. The certificate holder is to read:
- Shelby County Government
Purchasing Department
160 N. Main, Suite 900
Memphis, TN 38103
- d. Upon termination or cancellation of insurance currently in effect under this Contract, the CONTRACTOR shall purchase an extended reporting endorsement and furnish evidence of same to the County.

30. DATA SECURITY

CONTRACTOR warrants to the COUNTY and State that it agrees to meet the spirit and intent of all compliance requirements relating to the content of data accessed. This includes but is not limited to Payment Card Industry (PCI) data, Protected Health Information (PHI), and Personally Identifiable Information (PII) in electronic and paper format. CONSULTANT will sign any documents that are reasonably necessary to keep the State and the COUNTY in compliance, including, but not limited to, Data Security - Vendor Acknowledgement agreement and Acceptable Use Policy, and to abide by SCG ITS security policies including, but not limited, the SCG Network Security and Information Security policies. CONSULTANT shall apply all vendor-issued security updates for system hardware and software components maintained by the CONSULTANT within 30 days of issuance. Upon notification by the COUNTY, the CONSULTANT shall assure that all vulnerabilities specific to the systems maintained and identified by the COUNTY Approved Scanning Vendor (ASV), using the common vulnerability scoring system (CVSS), as not meeting compliance requirements, including but not limited to PCI Data Security Standards (DSS) and Health Insurance Portability and Accountability Act (HIPAA), are patched, updated, or otherwise modified to assure they meet said compliance requirements. The CONSULTANT shall promptly report to Information Technology Security Officer any breaches of Shelby County Government data and will implement immediate, appropriate corrective actions to contain and prevent recurrence.

a. HIPAA

CONSULTANT warrants to the COUNTY and State that it is familiar with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Contract. CONSULTANT warrants that it will cooperate with the COUNTY and State in the course of performance of the Contract so that all parties will be in compliance with HIPAA, including cooperation and coordination with COUNTY and State privacy officials and other compliance officers required by HIPAA and its regulations. CONSULTANT will sign any documents that are reasonably necessary to keep the State and the COUNTY in compliance with HIPAA, including, but not limited to, business associate agreements.

b. PCI-DSS

CONSULTANT warrants to the COUNTY that it is familiar with the requirements established by the Payment Card Industry Security Standards Council for PCI Data Security Standards (PCI-DSS) and will comply with all applicable PCI-DSS requirements in the course of this Contract. CONSULTANT agrees to indemnify and hold the COUNTY, its officers, employees, and agents, harmless for, from and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees) and expenses arising out of or relating to any breach of COUNTY or COUNTY customer credit card or identity information due to

the CONSULTANT's actions.

c. Personally Identifiable Information (PII)

CONSULTANT warrants to the COUNTY that it will protect any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

31. NOTICE

Any notices required or permitted to be given under the provisions of this Contract shall be effective only if in writing and delivered either in person to the COUNTY's authorized agent or by First Class or U.S. Mail to the addresses set forth below, or to such other person or address as either party may designate in writing and deliver as herein provided:

COUNTY: Shelby County Election Commission
150 Washington Avenue Suite 205
Memphis, Tennessee 38103
Attn.: Linda Phillips, Administrator of Elections

and,

Shelby County Government
Contract Administration
160 N. Main St., Suite 950
Memphis, Tennessee 38103

VENDOR: *Everyone Counts, Inc.*
Attn: Bill Kuncz, Chief Financial Officer
4225 Executive Square, Suite 800
LaJolla, CA 92037

IN WITNESS WHEREOF, the parties hereto have set their signatures for the purposes contained herein, on the day and date first above written.

APPROVED AS TO FORM

SHELBY COUNTY GOVERNMENT

AND LEGALITY:

Assistant Contract Administrator
Assistant County Attorney

Mark H. Luttrell, Jr. Mayor

Everyone Counts, Inc.

BY: 

TITLE: CONTROLLER

CORPORATE ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

Before me, the undersigned Notary Public, in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be president or other officer authorized by appropriate Corporate action and/or Resolution to execute the preceding instrument of the _____, the within named bargainer, a corporation, and that he as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as _____.

WITNESS my hand and official seal at office this _____ day of _____, 20__.

Notary Public

My Commission Expires: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego

On August 4, 2017 before me, Stefanie Histed, Notary Public
(insert name and title of the officer)

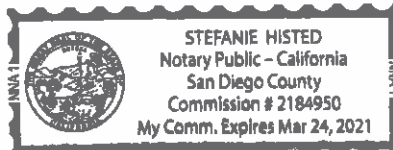
personally appeared Rick Farry
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Stefanie Histed

(Seal)





Shelby County Tennessee

Mark Luttrell, Jr., Mayor

Request for Proposal Shelby County Government Purchasing Department

**160 N. Main, Suite 900
Memphis, TN 38103**

Issued: February 17, 2017

Due: March 9, 2017 @ 2:00 p.m. (Central Daylight Saving Time)

RFP # 17-002-36

Replacement of Voter Registration and Election Management System

Shelby County Government is soliciting written proposals, on a competitive basis, from interested and qualified companies or professionals to provide replacement of the voter registration and election management system. Information regarding this RFP is located on the County's website at www.shelbycountyttn.gov. At the top of the home page, click on the links "Department", "P" for the Purchasing Department and "Bids" to locate the name of the above-described RFP.

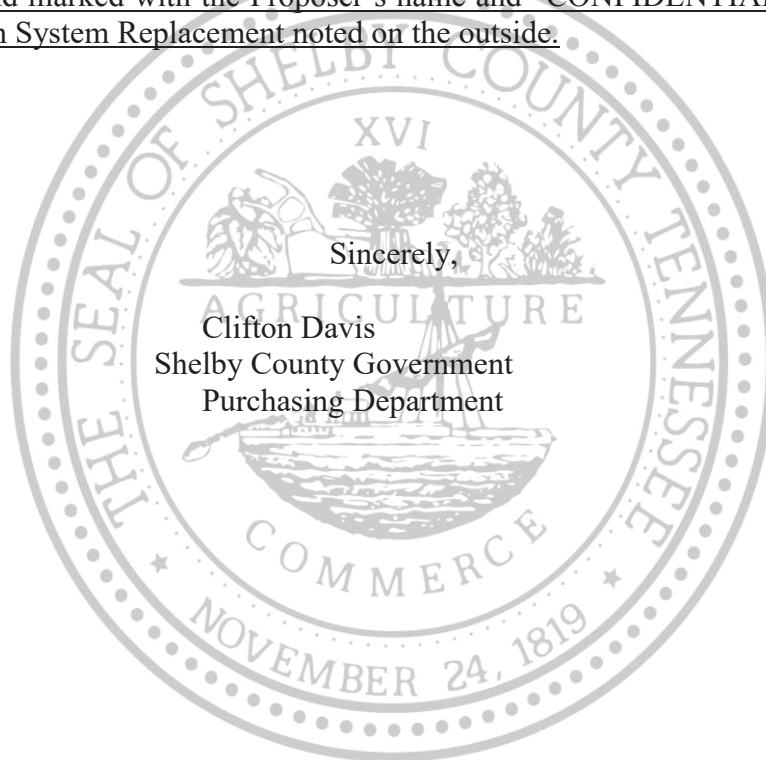
The proposal, as submitted, should include all estimated costs related to the services requested in this RFP. If selected, your proposal will be the basis for negotiating a contract

with Shelby County Government pending completion of all requirements contained herein. Respondents requesting additional information or clarification are to contact, Clifton Davis at Clifton.Davis@shelbycountyttn.gov

Proposals must be received in the Shelby County Purchasing Department no later than February 28, 2017. Proposals should be addressed to:

**Clifton Davis
Shelby County Government
160 N. Main, 9th Floor, Suite 900
Memphis, TN 38103**

The package containing the original and four (4) copies of your proposal and one (1) digital copy must be sealed and marked with the Proposer's name and "CONFIDENTIAL – RFP-17-002-36 Voter Registration System Replacement noted on the outside.



Sincerely,
Clifton Davis
Shelby County Government
Purchasing Department

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Notes:

Please make sure you pay close attention to Sections: I-V, IX & XI. These sections will clearly outline what information is required to properly respond and prepare your RFP response.

Please download all of the additional information, attachments, and exhibits (if applicable) that accompany this RFP (separate attachments).

- **ORDINANCE NO. 471 – LOCALLY OWNED SMALL BUSINESS (LOSB) PURCHASING PROGRAM**
- **ORDINANCE NO. 472 – MINORITY AND WOMAN BUSINESS ENTERPRISES (M/WBE)**

I. INTRODUCTION

Shelby County Government (the “County”), is seeking proposals from interested and qualified companies or professionals to provide software necessary to replace the current voter registration and election management system(the “Services”). This Request for Proposal (“RFP”) is being released to invite interested and qualified companies or professionals to prepare and submit proposals in accordance with instructions provided where the successful candidate(s) will be selected and invited to enter into a contractual relationship with Shelby County for the Services outlined in this RFP. In this RFP, the terms proposer and provider are used interchangeably unless the context indicates otherwise.

I. MINIMUM PROPOSER REQUIREMENT

All Proposers must:

1. Have all appropriate licenses and certifications required to perform the Services in the State of Tennessee and provide copies of same. If your product is not certified currently by the State of Tennessee, it must be certified prior to execution on contract.
2. Provide two (2) reference accounts for services proposed with similar profile to the County, who the proposer has serviced in the last ten (10) years for other states or counties.
3. Demonstrate to the County’s satisfaction, prior to award, that it has the financial capability, resources, manpower, and equipment to perform the Services effectively.
4. Meet all requirements for the performance of the Services in accordance with the provisions of this RFP.
5. **Apply** and **qualify** for an Equal Opportunity Compliance (EOC) certification number thru our EOC Administration (see the details outlined in Section VII General Requirements i.e. Selection Criteria.).
6. Attest that you adhere to all Title VI requirements and provide proof/documentation with your response.
7. Independent contractors (sole proprietors) must adhere to State of Tennessee Public Chapter No.436, known as the “Tennessee Lawful Employment Act (effective date of 1/1/2012). ***Proof and documentation of employment eligibility must be included with the proposal, if applicable.***
8. Provide proof of the minimum insurance requirements (**MANDATORY**, see the details outlined below)
9. Locally Owned Small Business (LOSB) and/or Minority/Woman Business Enterprises (M/WBE) Forms “A” & “B” must be included with your proposal. ***See Section VI. H for all LOSB and/or M/WBE requirements.***

Please Note: *As a part of doing business with Shelby County, each individual, company, or organization is required to obtain a vendor number and an “Equal Opportunity Compliance (EOC)” certification number.*

You can access the online applications to receive the numbers indicated above at www.shelbycountyttn.gov. To obtain a vendor number and EOC number, please follow the instructions below:

Vendor Number (Purchasing Department)

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

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

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

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

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

III. CORRESPONDENCE

All correspondence, proposals and questions concerning the RFP are to be submitted to:

**Clifton Davis
Shelby County Government
160 N. Main St., 9th Floor, Suite 900
Memphis, TN 38103**

IV. PROPOSAL SUBMISSION DEADLINE

All proposals must be received at the address listed above no later than **March 9, 2017.** Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete

proposals may not be opened and considered. Under no circumstances, regardless of weather conditions, transportation delays, or any other circumstance, will this deadline be extended.

V. PROPOSAL TIMELINE

Shelby County reserves the right to modify this timeline at any time. If the due date for proposals is changed, all prospective Proposers shall be notified.

Request for Proposals Released
Proposal Due Date
Notification of Award
Services to Commence

Friday, February 17, 2017
Thursday March 9, 2017
April 30, 2017
Upon execution of a contract

The County may reproduce any of the Proposer's proposal and supporting documents for internal use or for any other purpose required by law.

VI. PROPOSAL CONDITIONS

A. Contingencies

This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all Proposers, in writing, if the County rejects all proposals.

B. Modifications

The County reserves the right to issue addenda or amendments to this RFP.

C. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Proposer's responsibility to ensure that its proposals arrive on or before the specified time.

D. Incurred Costs

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this RFP and Proposers agree that all costs incurred in developing this RFP are the Proposer's responsibility.

E. Final Authority

The final authority to award a contract rests solely with the Shelby County Purchasing Department.

F. Proposal Validity

Proposals submitted hereunder will be firm for ninety (90) calendar days from the due date unless otherwise qualified.

G. Disclosure of Proposal Contents

Contractor understands and acknowledges that the County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to the County is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and before the time of "Notice of Intent to Award" is issued. Thereafter, proposals will become public information. ***All proposals and other materials submitted become the property of Shelby County Government.***

H. Locally Owned Small Business (LOSB) and Minority and Woman Business Enterprises (M/WBE) Purchasing Programs

All solicitations are subject to Shelby County Government's Locally Owned Small Business Ordinance #471 and Shelby County Government's Minority and Woman Business Enterprises Ordinance #472 which is hereby incorporated, ***posted as separate attachments.***

The following Locally Owned Small Business (LOSB) and/or Minority/Woman Business Enterprises (M/WBE) Forms "A" & "B" must be included with your proposal.

General

Shelby County Government is committed to a policy of non-discrimination pursuant to the Equal Protection provisions of the United States Constitution. It is further the policy of Shelby County that its purchasing and contracting practices encourage the use of Locally-Owned Small Businesses (LOSB's) and/or Minority/Woman Business Enterprises (M/WBE) programs in all solicitations. In furtherance of these policy objectives, Shelby County seeks to afford all citizens equal opportunities to do business on county contracts and to ensure that all bidders, proposers, or Contractors doing business with Shelby County provide to LOSB's and/or M/WBE's, maximum practicable opportunities, commensurate with availability, price and capabilities required, to participate on contracts which are paid for, in whole or in part, with monetary appropriations from Shelby County.

Shelby County seeks to prevent discrimination against any person or business in pursuit of these opportunities on the basis of race or gender. Shelby County will conduct its contracting and purchasing programs so as to discourage any discrimination and will actively seek to resolve all claims of discrimination brought against Shelby County or any Contractors involved in such contracting and purchasing programs.

Shelby County has determined that **20%** of the contract shall be contracted with LOSB vendors. For assistance and information regarding LOSB and/or M/WBE participation, Bidders shall contact:

Ms. Carolyn Griffin
Office of Equal Opportunity Compliance
Board of Commissioners of Shelby County
160 North Main Street, Suite 200
Memphis, Tennessee 38103
Phone: 901-222-1100
Fax: 901-222-1101
E-mail: carolyn.griffin@shelbycountyttn.gov

Definitions

The definitions used in this document are as follows:

1. **“Bidder” or “Proposer”** means any person, firm, partnership, association, or joint venture seeking to be awarded a contract or subcontract to provide goods, commodities or services.
2. **“Certification” or “Certified”** means a Business that is certified by Shelby County Government under the LOSB and/or M/WBE programs.
3. **“Commercially useful function”** means being responsible for the management and performance of a distinct element of the total work.
4. **“Contractor”** shall mean any person or business enterprise that submits a bid or proposal to provide labor, goods, or services to Shelby County by contract for profit in the area of construction or construction-related activities; and, any person or firm who supplies or provides labor, goods, or services to Shelby County by contract for profit.
5. **“Efforts to Achieve LOSB and/or M/WBE Participation”** means that the Contractor will solicit LOSB and/or M/WBE Participation with respect to the procurement and will consider all sub-bids and quotations received from LOSB’s and/or M/WBE’s. When a subcontract is not awarded to the LOSB and/or M/WBE, the Contractor must document the reason(s) the award was not made and substantiate that documentation in writing pursuant to the provisions of the Programs.
6. **“Locally Owned Small Business (LOSB)” and “Minority and Woman Business Enterprises (M/WBE)”** means a business certified by Shelby County Office of Equal Opportunity Compliance.
7. **“Non-LOSB” and “Non-M/WBE”** means a business, which is not certified as a LOSB or M/WBE.
8. **“Unavailable”** means either that: (1) there is no LOSB and/or M/WBE providing goods or services requested; or, (2) no LOSB and/or M/WBE submitted a bid.

Requirements and Compliance

All firms or entities seeking to become Contractors as outlined herein are required to make good faith efforts to achieve LOSB and/or M/WBE participation when submitting a proposal or bidding on Shelby County procurements. Bidders and proposers shall not discriminate on the basis of race or gender when soliciting bids in the performance of Shelby County’s procurements. Discrimination complaints brought to the attention of Shelby County Office of Equal Opportunity Compliance

(or its designee) will be reviewed and investigated to the extent necessary to determine the validity of such complaints and what actions, if any, should be taken by Shelby County.

designee) will be reviewed and investigated to the extent necessary to determine the validity of such complaints and what actions, if any, should be taken by Shelby County.

Policies and Procedures

Shelby County may adopt policies and procedures as necessary to carry out and implement its powers and duties with regard to the LOSB and M/WBE Programs. It is the goal of Shelby County to encourage participation by LOSB's and M/WBE's and to adopt rules and regulations which achieve to the greatest extent possible a level of participation by LOSB's and M/WBE's taking into account the total number of all Contractors and suppliers. Therefore, Shelby County will review each procurement request to determine the maximum potential for utilization of LOSB's and/or M/WBE's. This review is based on the availability of qualified LOSB's and M/WBE's providing goods or services as it relates to the scope of the bid or procurement process. The following procedures may be utilized during the procurement process.

1. Contractor's Responsibilities

a. Efforts to Achieve LOSB and/or M/WBE Participation:

- All entities seeking to become Contractors are required to make efforts to achieve maximum LOSB and/or M/WBE participation, as outlined in the LOSB and/or M/WBE Programs, when submitting a response to a bid or negotiated proposal in response to a Shelby County procurement opportunity. Such Efforts should be documented on **LOS and/or M/WBE Form "A"** and submitted with your bid.
- Unavailability - If a potential Contractor's efforts to obtain LOSB and/or M/WBE participation are unsuccessful due to the unavailability of a LOSB and/or M/WBE, the Contractor will submit a statement of unavailability. **LOS and/or M/WBE Form "A"**.

b. Utilization:

- Contractors are required to utilize legitimate LOSB's and/or M/WBE's in order to receive credit for the utilization of a LOSB and/or M/WBE. Contractors must document all LOSB's and/or M/WBE's to be utilized, the percentage of utilization and the intended scope of work. Such information should be submitted on **LOS and/or M/WBE Form "B"**. This documentation must be submitted with the bid or negotiated proposal document.
- Post-Award Change - Any Contractor who determines that a LOSB and/or M/WBE identified on **LOS and/or M/WBE Form "B"** cannot perform the services required shall request approval from Shelby County to contract with an alternate vendor pursuant to the LOSB and M/WBE Programs. Such request will be reviewed and approved only after adequate documentation for the proposed change is presented.

- c. **Pre-Work Conference:**
 - Any Contractor who is the successful bidder shall be required to attend a conference with Shelby County prior to beginning the work. The primary purpose of this conference is to review the project scope and review LOSB and/or M/WBE participation as outlined in **LOSB and/or M/WBE Form “B”**.
- d. **Post-Award Change:**
 - 2. Any Contractor who determines that a LOSB and/or M/WBE identified on **LOSB and/or M/WBE Form “B”** cannot perform shall request approval from Shelby County to contract with an alternate subcontractor pursuant to the LOSB and M/WBE Programs. Such request will be reviewed and approved only after adequate documentation for the proposed change is presented.

Written Agreement

Shelby County policies and procedures on LOSB and/or M/WBE participation are designed to create contractual relationships between Contractors and LOSB's and M/WBE's. Therefore, a Contractor may utilize the services of a LOSB and/or M/WBE in estimating and satisfying the scope of work, provided that a written contract/agreement is executed between the Contractor and the LOSB and/or M/WBE.

Certification

To ensure that the ownership and control over decision-making and day-to-day operations of a Certified LOSB and/or M/WBE is legitimate, Shelby County reserves the right to verify the ownership and control of each LOSB and/or M/WBE utilized.

Monitoring LOSB and/or M/WBE Utilization

Shelby County intends to monitor and enforce the LOSB and M/WBE Programs. Shelby County reserves the right to conduct random audits of each of its Contractor's LOSB's and/or M/WBE's. Shelby County reserves the right to reevaluate a LOSB's and/or M/WBE's certification at any time.

Efforts to Achieve LOSB and/or M/WBE Participation

The Contractor shall consider all proposals and/or quotations received from LOSB's and/or M/WBE's. When a subcontract is not awarded by a Contractor to any of the competing LOSB's and/or M/WBE's, the Contractor must document the reason(s) the award was not made to the LOSB's and/or M/WBE's. It is the responsibility of the Contractor to prove that it employed Efforts to Achieve LOSB and/or M/WBE participation. Evidence supporting the Contractor's Efforts must be documented on **LOSB and/or M/WBE Form “A”**.

The Contractor must fully cooperate with Shelby County in its post-contract award LOSB and/or M/WBE Program audit and compliance efforts.

Substitution of LOSB's and M/WBE's after Contract Award

In order to make a substitution of a LOSB and/or M/WBE, a Contractor must make a request to Shelby County. This request must be submitted in writing to Shelby County. Shelby County reserves the right to approve any substitution of a LOSB and/or M/WBE. The Contractor has the responsibility to provide Shelby County with a reasonable basis for the substitution. If the Contractor desires to substitute the LOSB and/or M/WBE with a Non-LOSB and/or Non-M/WBE, then the Contractor must comply with the Effort to Achieve LOSB and/or M/WBE Participation provisions set forth herein.

Noncompliance with LOSB and M/WBE Programs

Any of the following reasons, individually or collectively, may result in suspension from bidding, prohibition from contracting, and/or cancellation of contracts:

1. The failure to perform according to contract provisions relating to the LOSB and/or M/WBE Programs;
2. Violation of, circumvention of, or failure to comply with the LOSB and/or M/WBE Programs; and/or, other reasons deemed appropriate by Shelby County Questions and Information.

Questions and Information

Questions regarding the LOSB and M/WBE Programs and requests for information should be directed to:

Ms. Carolyn Griffin
Office of Equal Opportunity Compliance
Board of Commissioners of Shelby County
160 North Main Street, Suite 200
Memphis, Tennessee 38103
Phone: 901-222-1100
Fax: 901-222-1101
E-mail: carolyn.griffin@shelbycountyttn.gov

The LOSB and M/WBE Programs are consistent with Shelby County Policies and Procedures. Wherever conflicts exist, the provision in the Shelby County Policies and Procedures will prevail.

LOSB and M/WBE Program Forms Description

LOSB and/or M/WBE Form “A” -- Certification of Efforts

Contractors are required to submit **LOSB and/or M/WBE Form “A”** with proposals as evidence and documentation of efforts that have been made to contact LOSB’s and/or M/WBE’s for participation as subcontractors, joint venture partners, or suppliers of goods and services. Contractors are required to contact LOSB’s and/or M/WBE’s and solicit quotes for goods and services. All responses to the Contractor’s solicitation should be recorded and reported.

LOSB and/or M/WBE Form “B” – LOSB and/or M/WBE Utilization Plan

A Contractor is required to submit **LOSB and/or M/WBE Form “B”** with its Proposal in order to identify all LOSB’s and/or M/WBE’s they propose to utilize in providing the goods and services included in the Proposal. Contractors may only include a proposed provider of goods or services on **LOSB and/or M/WBE Form “B”**, if the entity is a legitimate LOSB and/or M/WBE. Additionally, if such entity will provide services, Contractors may only list LOSB’s and/or M/WBE’s on **LOSB and/or M/WBE Form “B”** if the entity will perform a Commercially Useful Function. The Successful Contractor will be required to finalize and submit **LOSB and/or M/WBE Form “B”** prior to award of a contract. **LOSB and/or M/WBE Form “B”** will be incorporated into the contract and will become a contractual obligation of the Successful Contractor. **LOSB and/or M/WBE Form “B”** shall not be changed or altered after award of a contract without approval from Shelby County. The Contractor is required to provide written notice describing the reasons for any proposed change to Shelby County and to obtain approval from Shelby County of any changes to **LOSB and/or M/WBE Form “B”**.

**Shelby County
LOSB Program**

LOSB FORM A

EFFORTS TO ACHIEVE LOSB PARTICIPATION

(To Be Submitted with the Bid/Proposal)

Company Name: _____

Bid No.: _____

For each category (A through H) below, please describe the efforts made to achieve LOSB participation on this project. The requirement for each item is described in detail in Shelby County Government's Locally Owned Small Business Ordinance No. 471. If additional space is needed to describe the efforts made, please feel free to provide an attachment to this document.

A	Advertising (5 points)
B	Attend the Pre-bid Meeting (5 points)
C	Bidder's Outreach to identify locally owned small businesses (15 points)
D	Contract Follow-up (15 points)
E	Identify Items of Work (15 points)
F	Negotiate in Good Faith (15 points)
G	Offer Assistance in Securing Financing (10 points)
H	Provide Timely Written Notification (20 points)

(Please note that a minimum score of 80 points must be achieved in order to be considered a responsive bidder)

Submitted by:

Authorized Representative Signature

Title

Date

**Shelby County
LOSB Program**

LOSB FORM B

LOSB UTILIZATION PLAN
(To Be Submitted with the Bid/Proposal)

Company: _____
Bid No.: _____

I, _____, do certify that on the following procurement opportunity,

(Contractor)

_____, the following LOSB's will be utilized as sub-contractors, suppliers,

(Opportunity)

or to provide professional services:

Name	Description of Work	Contract Value	LOSB Number

(If additional space is needed this form may be duplicated)

TOTAL CONTRACT VALUE: _____

TOTAL % OF LOSB PARTICIPATION: _____

The successful bidder/proposer is required to finalize and submit this form prior to award of a contract. Joint Venture Agreements, partnering agreements and all pertinent information must be presented prior to contract award. This information will be incorporated into the contract and will become a contractual obligation of the successful bidder/proposer. The finalized LOSB Form B shall not be changed or altered after award of a contract without approval from Shelby County. The successful bidder/proposer is required to provide written notice describing the reasons for the change to Shelby County to obtain approval of any changes to LOSB Form B.

Submitted by:

Authorized Representative Signature

Title

Date

**Shelby County
LOSB Program
LOSB FORM C**

**STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR OR
PROVIDE SUPPLIES OR SERVICES**

(To Be Submitted Prior to Contract Award)

Company Name: _____

Bid No.: _____

I, _____, intend to provide supplies or services in connection with the
(Subcontractor/Provider)
above **bid/proposal** request as a LOSB.

I am prepared to perform a “**Commercially Useful Function**” in connection with the above project.

The following are the work items to be performed:

at the following price: \$ _____.

If applicable, please complete the following:

I have or will enter into a formal agreement with _____ for the above-
(Company)
described scope of work, supplies, or services conditioned upon the execution of a contract
with Shelby County.

Business Information:

Submitted by:

Business: _____

Authorized Representative (Print)

Address: _____

Title

Phone: _____

Authorized Representative's Signature

Facsimile: _____

Date

Shelby County
LOSB Program

LOSB FORM D

STATEMENT OF PAYMENTS TO LOSB'S
(To Be Submitted Monthly and with Final Payment Request)

Company Name: _____

Name/Contract No.: _____

Payment Request Number: _____

Name of Firm	Description of work	Total Amount Due This Month	Total Dollars Paid To Date	% of Contract Completed	Start Date of Contract	End Date of Contract

(If additional space is needed this form may be duplicated)

I hereby certify that this statement is true and that above payments have been made.

Business Information:

Submitted by:

Business: _____

Authorized Representative (Print)

Address: _____

Title

Phone: _____

Authorized Representative's Signature

Facsimile: _____

Date

**Shelby County
M/WBE Program**

M/WBE FORM A

EFFORTS TO ACHIEVE M/WBE PARTICIPATION

(To Be Submitted with the Bid/Proposal)

Company Name: _____

Bid No.: _____

For each category (A through H) below, please describe the efforts made to achieve M/WBE participation on this project. The requirement for each item is described in detail in Shelby County Government's Minority/Women Business Enterprise Ordinance No.472. If additional space is needed to describe the efforts made, please feel free to provide an attachment to this document.

A	Advertising (5 points)
B	Attend the Pre-bid Meeting (5 points)
C	Bidder's Outreach to identify M/WBE's (15 points)
D	Contract Follow-up (15 points)
E	Identify Items of Work (15 points)
F	Negotiate in Good Faith (15 points)
G	Offer Assistance in Securing Financing (10 points)
H	Provide Timely Written Notification (20 points)

(Please note that a minimum score of 80 points must be achieved in order to be considered a responsive bidder)

Submitted by:

Authorized Representative Signature

Title

Date

**Shelby County
M/WBE Program**

M/WBE FORM B

**M/WBE UTILIZATION PLAN
(To Be Submitted with the Bid/Proposal)**

Company: _____
Bid No.: _____

I, _____, do certify that on the following procurement opportunity,

(Contractor)

_____, the following M/WBE's will be utilized as sub-contractors, suppliers,

(Opportunity)

or to provide professional services:

Name	Description of Work	Contract Value	M/WBE Number

(If additional space is needed this form may be duplicated)

TOTAL CONTRACT VALUE: _____
TOTAL % OF M/WBE PARTICIPATION: _____

The successful bidder/proposer is required to finalize and submit this form prior to award of a contract. Joint Venture Agreements, partnering agreements and all pertinent information must be presented prior to contract award. This information will be incorporated into the contract and will become a contractual obligation of the successful bidder/proposer. The finalized M/WBE Form B shall not be changed or altered after award of a contract without approval from Shelby County. The successful bidder/proposer is required to provide written notice describing the reasons for the change to Shelby County to obtain approval of any changes to M/WBE Form B.

Submitted by:

Authorized Representative Signature

Title

Date

**Shelby County
M/WBE Program
M/WBE FORM C**

**STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR OR
PROVIDE SUPPLIES OR SERVICES**

(To Be Submitted Prior to Contract Award)

Company Name: _____

Bid No.: _____

I, _____, intend to provide supplies or services in connection with the
(Subcontractor/Provider)
above **bid/proposal** request as a M/WBE.

I am prepared to perform a “**Commercially Useful Function**” in connection with the above project.

The following are the work items to be performed:

at the following price: \$ _____.

If applicable, please complete the following:

I have or will enter into a formal agreement with _____ for the above-
(Company)
described scope of work, supplies, or services conditioned upon the execution of a contract
with Shelby County.

I hereby certify that this statement is true and correct:

Business Information:

Submitted by:

Business: _____

Address: _____

Phone: _____

Facsimile: _____

Authorized Representative (Print)

Title

Authorized Representative's Signature

Date

**Shelby County
M/WBE Program**

M/WBE FORM D

STATEMENT OF PAYMENTS TO M/WBE'S
(To Be Submitted Monthly and with Final Payment Request)

Company Name: _____

Name/Contract No.: _____

Payment Request Number: _____

Name of Firm	Description of work	Total Amount Due This Month	Total Dollars Paid To Date	% of Contract Completed	Start Date of Contract	End Date of Contract

(If additional space is needed this form may be duplicated)

I hereby certify that this statement is true and that above payments have been made.

Business Information:

Submitted by:

Business: _____

Authorized Representative (Print)

Address: _____

Title

Phone: _____

Authorized Representative's Signature

Facsimile: _____

Date

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an employer of five (5) or employees contracting with _____ County government to provide construction services states under oath as follows:

1. The undersigned is a principal officer of _____ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.
3. The Company is in compliance with T.C.A. § 50-9-113. Further affiant saith not.

Principal Officer

STATE OF _____

COUNTY OF _____

Before me personally appeared _____ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 20 _____

Notary Public: _____

My Commission Expires: _____

GRATUITY DISCLOSURE FORM

Shelby County Ethics Commission

INSTRUCTIONS: This form is for all persons receiving any Shelby County Government contract, land use approval or financial grant money to report any gratuity that has been given, directly or indirectly, to any elected official, employee or appointee (including their spouses and immediate family members) who is involved in the decision regarding the contract, land use approval, or financial grant of money.

1. NAME

2. DATE OF GRATUITY

3. NATURE AND PURPOSE OF THE GRATUITY

4. NAME OF THE OFFICIAL, EMPLOYEE, APPOINTEE, OR FAMILY MEMBER WHO RECEIVED THE GRATUITY

5. NAME OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY

6. ADDRESS OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY

7. DESCRIPTION OF THE GRATUITY

8. COST OF THE GRATUITY (If cost is unknown and not reasonably discernible by the person giving the gratuity, then the person giving the gratuity shall report a good faith estimate of the cost of the gratuity.)

9. The information contained in this Gratuity Disclosure Form, and any supporting documentation or materials referenced herein or submitted herewith, is true and correct to the best of my knowledge, information and belief and affirm that I have not given, directly or indirectly, any gratuity to any elected official, employee or appointee (including spouse and immediate family members) that has not been disclosed and I affirm that I have not violated the provisions of the Shelby County Government Code of Ethics.

Signature

Date

Print Name

A copy of your completed form will be placed on the Shelby County Internet website.

FORMS TO BE SUBMITTED

- **LOSB and/or M/WBE FORM “A”:** Must be completed and submitted in your bid/proposal envelope.
- **LOSB and/or M/WBE Form “B”:** Must be completed, submitted with your bid/proposal documenting all LOSB’s and/or M/WBE’s to be utilized, the percentage of utilization and the intended Scope of the Work.
- **Drug Free Workplace Affidavit:** Must be completed and submitted with your bid/proposal.
- **Gratuity Disclosure Form:** Must be completed and submitted with your bid/proposal.
- **Bid Bond (if applicable):** All bids must be accompanied by a Bank Certified Check or Bank Draft, Letter of Credit issued by any national bank or approved Bid Bond for not less than five percent (5%) of the amount of the bid/proposal. All proposal guarantees shall be made out to the County of Shelby.

NOTE: LOSB and/or M/WBE Forms “C” and “D” will be submitted by the successful Contractor.

- **LOSB and/or M/WBE Form “C”:** Must be completed and submitted by each LOSB and/M/WBE providing sub-contracted goods and/or services certifying that they are performing the work and that it is a commercially useful function.
- **LOSB and/or M/WBE Form “D”:** Must be completed and submitted by the successful Contractor each month certifying all payments made to LOSB’s and/or M/WBE’s.

FAILURE TO SUBMIT THE REQUIRED FORMS MAY RESULT IN YOUR BID BEING REJECTED AS BEING IN NON-COMPLIANCE WITH THE BID/RFP REQUIREMENTS.

VII. GENERAL REQUIREMENTS AND INFORMATION

Shelby County is requesting proposals from interested parties to provide the following services:
Replacement of the Voter Registration and Election Management System

A. SCOPE OF CONTRACT

The County wishes to engage in a contractual relationship with the best-qualified Proposer selected through a competitive process that will work well with the County's personnel in the performance of the Services in a manner that is cost-effective and practical of which price is but one of the selection criteria.

B. Project Time Frame

The initial contract term will begin June 1, 2017 or immediately upon execution of the contract through June 30, 2018, with the option to renew for four (4) additional one year periods beginning July through June, with the same terms and conditions and satisfactory performance of all criteria and subject to the availability of funds for each renewal period. The optional renewal periods will be upon mutual written consent of both parties. The Provider must be prepared to begin immediately upon receipt of a Notice to Proceed.

D. RESERVATION OF RIGHTS

The County reserves the right, for any reason to accept or reject any one or more proposals, to negotiate the term and specifications for the services provided, to modify any part of the RFP, or to issue a new RFP.

The County may at any reasonable time, at its expense, make an audit of the Provider's books relative to the Accounts.

VIII. AWARD OF CONTRACT

Proposers are advised that the lowest cost proposal will not necessarily be awarded the contract, as the selection will be based upon qualification criteria as deemed by the County and as determined by the selection committee and the County Mayor.

The award will be made to the proposer whose proposal is determined to be best in terms of professional and technical completeness. The selection process may, however, include a request for additional information or an oral presentation to support the written proposal.

The proposers whose proposals do not meet the mandatory minimum requirements will be considered noncompliant. After evaluation of the proposals and selection of the successful proposer, all proposers will be notified in writing of the selected firm.

IX. PURPOSE / SCOPE OF WORK

The purpose of this RFP is to select the best-qualified proposer (hereinafter referred to as “Provider”) and award a County-approved contract for Voter Registration and Election Management System Replacement.

Background

The Shelby County Election Commission conducts elections and registers voters for Shelby County, Tennessee. Shelby County covers 785 square miles and has population of approximately 1,000,000 people. There are seven municipalities within Shelby County. Memphis is the largest city with population of around 650,000. Other municipalities are Arlington, Bartlett, Collierville, Germantown, Lakeland, and Millington. There are currently 166 precincts in Shelby County, although that number is expected to increase. Elections are conducted every year.

Currently, the county has portions of two Congressional Districts, five State Senate Districts and fourteen State House Districts. There are thirteen County Commission districts. The city of Memphis is divided into seven districts and two super districts. The other municipalities elect all positions at large. Some precincts currently have as many as six splits. In addition to precinct based voting on Election Day, Shelby County conducts Early Voting at 21 locations, starting 20 days prior to the election and ending 5 days before election day.

Goals and Objectives

The Shelby County Election Commission (SCEC) is seeking proposals to replace the legacy Election Management System (ESM) used to manage Voter Registration, Absentee Voting, Early Voting, Pollworker Management, Candidate Filing and other election preparation tasks. The SCEC’s vision of the future is an increasingly automated one. Presently virtually all voter registration and election tasks involve receiving a piece of paper which must be acted upon by someone pushing keys. Our vision involves a more unified system in which data is received from a variety of databases and updated with minimal staff interaction. In addition to operating in our current environment, the SCEC seeks a system that can easily be adapted to changing business needs.

Current System

The current voter registration and election management system is Election System Management. Election System Management software or (ESM) began as a University of Arkansas classroom project in the mid 1990’s. Tracy Ewin later purchased the software from the U of A. Ewin merged with Computer Management Information Systems (CMIS) and sold ESM to a number of counties in Arkansas and other U.S. states after. Sales continued under the CMIS business banner until the CMIS merged with Elections.com. The Shelby County Election Commission purchased the software around 2000. Accenture bought the software circa 2004-2005.

The application itself is built in Access 2000. The database or back end is Microsoft SQL Server version 7.0. While there are no limits to the number of simultaneous users, the software lacks the user privilege and rights controls commonly included in more contemporary applications and systems. Fortunately, ESM has been successfully maintained through a single consulting vendor, Shelby County ITS, and various formal and informal knowledge base transfers.

The simplicity of its design and its security against external threats based on its location on the network are advantages. But ESM offers a number of other *advantages*. It is been highly customized over the past 18 years to meet the needs of the Shelby County Election Commission. Our internal (staff, vendors, and county IT) and external stakeholders (including the public) are accustomed to and familiar with the format and “feel” of many of ESM’s routinely generated and shared reports. ESM has been integrated and/or adapted to our critical voting systems such as the early voting’s VC Programmer. It allows instant voter history update. Files from ESM are easily converted for use with the electronic poll book or EPB internally or by vendor. Redistricting and testing components are included.

But the ESM software does have a number of disadvantages beside the obvious risks of relying on a single consulting vendor for support, maintenance, and other than application specific assistance. The system will become more and more expensive and inefficient as it continues to age. The old platform presents internal security risks and it lacks much needed user management controls common to more modern systems. Data can easily changed by nearly any front-end user and a detailed audit trail is not available. Business rules were not built with a contemporary understanding of user behavior, error checking, and best practices in mind.

Risks are high that *if* a complete and/or immediate recovery from a major incident might not possible if certain unfavorable conditions exist or occur. An example of an unfavorable condition or situation would be a system failure during certain stages of an election cycle and a simultaneous data-backup failure. While much of the source code is available, components for imaging and documents are not available.

The preceding paragraphs provide snapshot of the history and background of ESM and the application’s evolvement into what it is at this time. Needless to say, the replacement of the software mitigates highly critical risks. But its replacement also constitutes a major part of the Shelby County Election Commission’s administration strategy to improve its infrastructure.

Shelby County Government IT Environment

Shelby County Government has data centers in two locations within Shelby County. The separate facilities are designed for providing resiliency of services offered to the citizens of Shelby County. The two data Centers are maintained by Information Technology Services (ITS).

ITS supports virtual servers running VMWare 5.5 as well as physical servers. The vast majority of the servers run MS Server 2008 R2 or higher as its operating system. The database environment is primarily composed of servers running MS SQL Server. ITS network communications take place by utilizing a Cisco Advanced Layer 3 Converged network. ITS uses Trend Micro for anti-virus protection. File transfers are accomplished through the use of Serv-U’s Secure File Transfer. ITS is currently using Exchange 2010 for email communications, but we will move to Exchange 2013 during the next calendar year. Connection to our network for support purposes is accomplished through the use of secure VPN with 2 factor authentication.

ITS also manages Telecommunications for Shelby County Government. ITS uses the Avaya Aura Session Manager for managing voice and Avaya Experience Portal to manage video conferencing, call conferencing, and Integrated Voice Response (IVR). Shelby County ITS is an Avaya IP Telephony Shop. The system is robust and scalable. ITS has migrated its communications to SIP Trunks.

Shelby County is PCI Compliant under the PCI DSS 2.0 standard and will soon be compliant under the PCI DSS 3.0 standard.

Shelby County recently purchased Software AG's Web Methods Enterprise Service Bus (ESB) for integration in a Criminal Justice project. This tool is also available for use in other projects.

Shelby County ITS has an existing Enterprise GIS Server (Arc GIS 10.4.1) which provides the base technology for web mapping and geospatial data analytics for County agencies. The SQL-driven geodatabase used by this system accommodates all geospatial data regarding properties, addresses, demographics, and building and zoning data, as well as topology and hydrologic data. There is a common base level data set which can be utilized by desktop GIS users across County government. (RS)

Information Technology's Customer Support section provides support to PC's and peripheral devices attached to the County network domain. The level of support is dictated by internal service level agreements negotiated with each entity.

ITS approves desktop hardware, operating systems and productivity software that is allowed to directly connect to the network. The current standard is Windows 7/MS Office 2010 but the change to Windows 10/MS Office 2016 is in progress.

Approved new hardware is based upon 6th Generation Intel i3/i5/i7 processors. The County's current standard desktop is Dell Precision 3420 in micro, SFF or desktop form factors. New laptop and tablet devices are Dell Latitude and Microsoft Surface, with the same processor specifications as desktops except where LV processors are preferred.

Approved system, application patches and critical updates are regularly applied using remote tools, mitigating the need to provide elevated administrative rights to endpoint users. Updated anti-virus definitions are automatically applied upon release.

The County recommends a managed print strategy to its user entities based on an appropriate Konica/Minolta BizHub configuration. However, for specialty or low-volume printing the laser printing systems from HP are preferred. (JY)

Scope of New System

The SCEC is seeking a system that brings together many of the tasks related to election preparation that are currently managed in other ways. The tasks currently managed by the ESM system are:

1. Voter Registration
2. Pollworker Management
3. Polling Place Management
4. Absentee and Mail Ballot Tracking
5. District Management (using a block range system)
6. Candidate Petition Management

Other general areas that the SCEC may wish to include in one system are:

1. Campaign Finance Disclosure Tracking
2. Asset Management
3. Voter Communications
4. Pollworker Training
5. GIS Based District Management
6. Election Calendar
7. Helpdesk Tracking and Management
8. Complaint Tracking and Response
9. Voter Drive Management

The proposed system must be expandable and scalable. System security is of utmost importance and responders must demonstrate extensive knowledge of security practices to prevent both hostile intrusion and or user/operational errors.

The SCEC shares data through web services with numerous external applications. Some of these applications are the Tennessee Secretary of State statewide registration system, voter lookup on the SCEC website, shelbyvote.com, Electronic Pollbook. In the near future, the proposed system will link with the Tennessee on-line voter registration system which is currently under development. All existing data in our current system must be successfully migrated onto the new database. There are approximately 550,000 current records and 700,000 archived records.

The proposed system may be hosted on Shelby County IT hardware or the vendors' hardware but the proposed system must be flexible to be hosted in either environment or moved at any time without major modification.

The vendor is expected to provide sufficient training, system documentation, schematics of the database design and structure, table definitions in order to allow Shelby County IT staff to maintain the system after deployment. The proposed system must be flexible enough for basic system maintenance to be accomplished without the assistance of the vendor.

X. CONTRACT REQUIREMENTS

The successful Proposer will be expected to enter into a contract incorporating the following terms and conditions, and such additional terms and conditions standard to services of this type.

General Requirements

1. **Control.** All services by the Provider will be performed in a manner satisfactory to the County, and in accordance with the generally accepted business practices and procedures of the County.
2. **Provider's Personnel.** The Provider certifies that it presently has adequate qualified personnel to perform all services required under this Contract. All work under this Contract will be supervised by the provider. The Provider further certifies that all of its employees assigned to serve the County have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Consultant who, in the opinion of the County, is

incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with services under this Contract.

3. Independent Status.

- a. Nothing in this Contract shall be deemed to represent that the provider, or any of the provider's employees or agents, are the agents, representatives, or employees of the County. The Provider will be an independent consultant over the details and means for performing its obligations under this Contract. Anything in this Contract which may appear to give County the right to direct the Provider as to the details of the performance of its obligations under this Contract or to exercise a measure of control over the Provider is solely for purposes of compliance with local, state and federal regulations and means that the Consultant will follow the desires of the County only as to the intended results of the scope of this Contract.
- b. It is further expressly agreed and understood by Provider that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the County; that the provider has been retained by the County to perform the services specified herein (not hired) and that the remuneration specified herein is considered fees for services performed (not wages) and that invoices submitted to the County by the Provider for services performed shall be on the Consultant's letterhead.

4. Termination or Abandonment.

- a. It shall be cause for the immediate termination of this contract if, after its execution, the County determines that either:
 - i. The Provider or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contendere, or has plead or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting.
 - ii. The Provider has subcontracted, assigned, delegated, or transferred its rights, obligations or interests under this Contract without the County's consent or approval.
 - iii. The Provider has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of Provider's assets.
- b. The County may terminate the Contract upon five (5) days written notice by the County or its authorized agent to the Provider for Provider's failure to provide the services specified under this Contract.

- c. This Contract may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination. In the event of such termination, the Provider shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date; however, the Provider shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.
 - d. All work accomplished by Provider prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the County prior to payment for services rendered.
 - e. Notwithstanding the above, the Provider shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Provider and the County may withhold any payments to Consultant for the purpose of setoff until such time as the exact amount of damages due the County from the Provider is determined.
5. Subcontracting, Assignment or Transfer. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the Provider from performance of its duties under this contract. The County shall not be responsible for the fulfillment of the Provider's obligations to its transferors or sub-providers. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the assignment.
6. Conflict of Interest. The Provider covenants that it has no public or private interest, and will not acquire, directly or indirectly, any interest which would conflict in any manner with the performance of its services. The Provider warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-provider to the Provider in connection with any work contemplated or performed relative to this Contract.
7. Covenant against Contingent Fees. The Provider warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Provider, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Provider any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the County will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

8. Employment of County Workers. The Provider will not engage, on a full or part-time, or other basis during the period of the Contract, any professional or technical personnel who are or have been at any time during the period of the Contract in the employ of the County.
9. Arbitration. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the Consultant and the County will be referred to the Shelby County Contract Administrator or his/her duly authorized representative, whose decision regarding same will be final.
10. General Compliance with Laws.
 - a. If required, the Provider shall certify that it is qualified and duly licensed to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.
 - b. The Provider is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, the Americans with Disabilities Act (ADA), and all state and local laws, rules and regulations pertaining to electrical requirements of residential construction and renovation.
 - c. This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this contract the Provider agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.
11. Nondiscrimination. The Provider hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Provider on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law.

The Provider shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.

12. Entire Agreement. This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral Contracts between the parties.
13. Amendment. This Contract may be modified or amended, only if the amendment is made in writing and is signed by both parties.
14. Severability. If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.
15. No Waiver of Contractual Right. No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.
16. Matters to Be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
17. Subject To Funding. This Contract is subject to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Contract are not appropriated by Shelby County Government for any of its fiscal period during the term hereof, then this Contract will be terminated.

In the event of such termination, the consultant shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.

18. Travel Expenses. All travel expenses payable under this Contract shall be in accordance with the County Travel Policy and Procedures. This includes advance written travel authorization, submission of travel claims, documentation requirements, and reimbursement rates. No travel advances will be made by the County.
19. Incorporation of Other Documents.
 - a. Provider shall provide services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request for the Shelby County Purchasing Department and incorporated herein by reference.
 - b. It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposals/Bids or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.
20. Contracting with Locally Owned Small Businesses and Minority and Women Owned Businesses. The Provider shall utilized Locally Owned Small Businesses and Minority and Women Owned Businesses as sources of supplies, equipment, construction and services.
21. Incorporation Of Whereas Clauses. The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof.
22. Waiver of Proprietary Interest. Notwithstanding anything to the contrary contained herein or within any other document supplied to County by the Provider, Provider understands and acknowledges that County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to County by Consultant due to services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.
23. Organization Status and Authority.
 - a. Provider represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the State of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.

- b. The execution, delivery and performance of this Contract by the Provider has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of the Provider, any provision of any indenture, agreement or other instrument to which the Provider is a party, or by which the Provider's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

24. Warranty. Provider warrants to County that all Services shall be in strict compliance with the terms of this Contract, and all applicable governmental laws, rules and regulations.

25. Rights in Data. The County shall become the owner, and the Provider shall be required to grant to the County, or its successors, a perpetual, non-exclusive, non-transferable, royalty-free right, in the County's name, to use any deliverables provided by the Provider under this Contract, regardless of whether they are proprietary to the Provider or to any third parties.

26. Provider Responsibilities.

A. INDEMNIFICATION AND INSURANCE REQUIREMENTS

1. Responsibilities for Claims and Liabilities.

- a. Provider shall indemnify, defend, save and hold harmless the County, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liability, losses or damages—including but not limited to Title VII and 42 USC 1983 prohibited acts—arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this Contract or in the performance of the duties hereunder, whether performed by the Provider its sub-providers, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.
- b. Provider expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Consultant shall in no way limit the responsibility to indemnify, defend, save and hold harmless the County or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.
- c. The County has no obligation to provide legal counsel or defense to the Provider or its sub-providers in the event that a suit, claim or

action of any character is brought by any person not party to this Contract against Provider as a result of or relating to obligations under this Contract.

- d. Except as expressly provided herein, the County has no obligation for the payment of any judgment or the settlement of any claims against the Provider as a result of or relating to obligations under this Contract.
- e. Provider shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 950, Memphis, TN 38103, of any claim or suit made or filed against the Provider or its sub-providers regarding any matter resulting from or relating to Consultant's obligations under this Contract and will cooperate, assist and consult with the County in the defense or investigation thereof.

2. Insurance Requirements. The Provider will provide evidence of the following insurance coverage with its proposal:

Minimum Limits of Insurance

Consultant/Provider shall maintain coverage with limits of no less than:

- 1) *Commercial General Liability Insurance* \$1,000,000 limit per occurrence bodily injury and property damage/\$1,000,000 personal and advertising injury/\$2,000,000 General Aggregate/\$2,000,000 Products-Completed Operations Aggregate. Shelby County Government, its elected officials, appointees, employees and members of boards, agencies, and commissions shall be named as additional insureds. The insurance shall include coverage for the following:
 - a) Premises/Operations
 - b) Explosion, Collapse, & Underground Property Coverage, if applicable
 - c) Products/Completed Operations
 - d) Contractual
 - e) Independent Contractors
 - f) Broad Form Property Damage, if applicable
 - g) Personal Injury and Advertising Liability
 - h) Cyber Liability – minimum limit \$500,000
- 2) *Business Automobile Liability Insurance* - \$1,000,000 each accident for property damage and bodily injury. Coverage is to be provided on all:
 - a) Owned/Leased Autos
 - b) Non-Owned Autos
 - c) Hired Autos
- 3) *Workers Compensation and Employers' Liability Insurance* – Including coverage for sole proprietors, partners, and officers, regardless of requirement by Tennessee State Statute. Policy is to be specifically endorsed to include these individuals for coverage. Employers Liability

Coverage is \$1,000,000 per accident. Consultant/Provider waives its right of subrogation against Shelby County Government, its elected officials, appointees, employees and members of boards, agencies, and commissions for any and all workers' compensation claims.

- 4) *Professional Liability Errors & Omissions Insurance* - \$1,000,000 per claim or occurrence/\$3,000,000 annual aggregate.

All policies will provide for 30 days' written notice to Shelby County of cancellation of coverage provided. Ten (10) days' notice applicable to non-payment of premium. If insurer is not required by the policy terms and conditions to provide written notice of cancellation to Shelby County, the Provider will provide immediate notice to Shelby County and evidence of replacement coverage with no lapse.

All insurance policies maintained by the Provider shall provide that insurance as applying to Shelby County shall be primary and non-contributing irrespective of such insurance or self-insurance as Shelby County may maintain in its own name and on its own behalf.

The Certificate(s) of Insurance will be included in the Provider's proposal Volume 1. The additional insured documents will not be required until award is made. Provide confirmation from insurance broker/agent that the additional insured requirements will be met.

B. Right to Monitor and Audit

Access to Records. During all phases of the work and services to be provided hereunder the Contractor agrees to permit duly authorized agents and employees of the County, to enter the Contractor's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The Contractor will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for three (3) years from the date of payment under this Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

XI. PROPOSAL SUBMISSION

All proposals must follow the format described in this section. Proposal sections and pages shall be numbered in accordance with the Volumes and Sections indicated hereunder. Respondents are encouraged to submit concise and clear responses to the RFP. Proposals shall contain all elements of information requested, without exception. Instructions regarding the required scope and content are provided in this section. The County expects that this document and the Respondents shall prepare their proposal as triplicates that are to include the following sections at a minimum:

Technical and Management Proposal

Section A: Introduction and Executive Summary

Section B: Company Profile

Section C: Organizational Structure and Key Staff Resumes

Section D: Experience and Reference Summary

Section E: Administrative Contractual Response

Section F: Technical Approach and Response

Section G: Business Requirements

Section H: Miscellaneous

Section I: Pricing

A. Introduction and Executive Summary

An Executive Summary should be prepared describing the major facts or features of the Proposal, including any conclusions, assumptions, and generalized recommendations the Respondent desires to make. The length of the Executive Summary should be brief, no more than two (2) pages.

B. Company Profile

Provide a company profile and the company profile of any subcontractor you will use. The length of each profile submitted should be about one (1) page per firm. Please include the following information:

1. Firm name and business address (include telephone numbers, fax numbers, and email addresses)
2. Year established (include former firm names and year established)
3. Type and ownership and parent company, if any
4. Indication of whether firm is licensed to do business in the State of Tennessee
5. Address and Phone numbers of production facilities where work is to be accomplished. Also include project manager's name, mailing address and telephone number.

C. Organizational Structure and Key Staff Resumes

Describe your firm's organizational structure. Discuss how you anticipate organizing your project team for this project. Provide a listing of key project team members that will be involved. Provide full resumes for the project manager and all other key managerial staff. Resumes are to include technical information about work experience and education. This information is to be provided for prime contractor and any subcontractor staff.

Please do not include sample resumes of you company. We will expect that the resumes submitted should accurately reflect the individuals within the project team who will be working on this project. If subcontractors are to be used, the organizational relationships between the proposed staff and between the prime contractor and subcontractor(s) will be stated.

Respondents are to indicate the individuals designated as primary contacts for administrative and for technical issues relating to this proposal, any subsequent contract resulting from this RFP.

D. Experience and Reference Summary

Provide the following information relative to your firm's experience and references. Identify clients for which you have provided similar services as described in this document. Please provide the same information for any subcontractors you expect to use. Include the following information:

1. Project name
2. Name and address of client
3. Client contact person (name/position/current phone number)
4. Period of contract
5. Description of services provided
6. Size and Scope of the Contract
7. Status and comments

Respondents shall include in their experience summary references for at least 2 projects that are similar to or larger in scope than the County effort described in this RFP. Respondents shall cite projects in which members of the proposed project team have taken part and indicate their relative roles.

E. Administrative Contractual Response

In the response please cite the question before each answer. Where applicable provide information for each subcontractor. Answers shall be direct and specific.

1. Who will serve at the Contractor's authorized negotiator?
Give name, title, address and telephone number of the Respondent's authorized negotiator. The person cited shall be empowered to make binding commitments for the firm and any or all of its subcontractors.
2. What is the potential impact of current workload on the proposed project?
Cite specifically all major projects that require significant commitments of equipment and staff over the next twelve months.
3. What exceptions are taken to the RFP?
4. What specific information do you need from the County before commencing contract negotiations?

F. Technical Approach and Response

1. What is the plan of operations that is proposed?
In the response, include a brief narrative of key steps. Note specifically any operations included or excluded that may be different from others. Begin with the contract negotiation phase and continue through delivery of final products
Include in your technical plan of operations your approach in completing the following items:

- a) How will your product be customized for Shelby County and Tennessee requirements?
 - b) Please provide a detailed implementation schedule.
 - c) How will you handle migration of data from the legacy system?
 - d) What quality control procedures will be used to verify the accuracy, completeness, and overall integrity of the project?
 - e) What training, service and support will be provided?
 - f) Are there any technical or procedural concerns that may influence the proposed project?
 - g) What technical and production support will you require from the County?
 - h) If the proposed solution is hosted on the vendor's equipment, please address the following issues. For all questions pertaining to security, RESOURCES refer to all services or solutions such as applications, websites, hosting environments, maintenance of systems, etc. used to process, access, and/or host Shelby County Government election data.
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- i. What security standards or specifications do the RESOURCES currently adhere to? i.e. ISO27002, COBIT, NIST, SAS, etc.
 - ii. Are the RESOURCES currently compliant with the State of Tennessee Code Annotated (TCA) § 47-18-2107 requirements for Personally Identifiable Information (PII)? The selected provider will provide evidence in the form of a statement of compliance on official company letterhead, signed by an executive officer of the company prior to contract engagement.
 - iii. How often are Risk Assessment conducted on the RESOURCES? The selected provider will provide evidence in the form of the executive reports for the past 2 years of Risk Assessment covering the RESOURCES prior to contract engagement.
 - iv. Describe the governance, risk and compliance processes currently used to secure the RESOURCES.
 - a. Do you have security and compliance policies and procedures in place applying to the RESOURCES? The selected provider will provide these policies and procedures prior to contract engagement.
 - b. Describe the Technical, Administrative and Physical controls in place to protect the RESOURCES. The selected provider will be required to provide the policies applicable to the RESOURCES.
 - Describe the physical infrastructure and facilities security controls in place to defend the RESOURCES.
 - Describe the technical security provided in defense of the RESOURCES and data. Include the technologies and configurations utilized to protect the RESOURCES, i.e. encryption, data protection, audit log capabilities, cloud network and connections security, etc.
 - Describe the administrative controls in place to defend the RESOURCES including the processes by which the people, roles and identities permitted to access the RESOURCES are controlled by the provider.
 - c. Do you have master service and service level agreements in place applying to the RESOURCES? The selected provider will provide these policies and procedures prior to contract engagement.
 - v. For hosted solutions, are the RESOURCES located in data centers in the United State of America? Provide the locations for all data centers which will be used to provide the RESOURCES.
 - vi. The selected provider will acknowledge the requirement to provide the RESOURCES which are geographically within the United States of America.
 - vii. For hosted solutions, describe the provider's exit process for the security of customer data when it is returned at the end of the contractual relationships.
 - i) If your product is not currently certified by the State of Tennessee, please address your plan for certification.

- j) The proposed solution must include a security module application for administrator to control user access, assignment of specific roles and rules for specific functions.

G. Business Requirements

Please provide detail about how your product meets or does not meet the business requirements detailed in Appendix A. While the business requirements attached represent our desired functionality, a proposal that does not include all desired modules is not disqualified. Our priority is a system that is superior in managing voter registration with as much automation as possible with the highest levels of security.

H. Miscellaneous

Any miscellaneous information should be addressed in this section.

I. Price Quotations – Price Quotations are to be separately bound, submitted and labeled accordingly. Please include any alternative Technical proposal and pricing in this volume as well.

- a. Provide the applicable itemized fees and any commissions included in the proposal for the Services for each element in the scope of work (this includes a break-down of the cost proposed for any sub-consultant working in conjunction with your organization on the project).
- b. Explain any assumptions or constraints in a price proposal to perform the services.
- c. Explain any additional charges or fees in the proposal.
- d. Provide costs in an envelope separate from the proposal.

XII. Evaluation Process

1. Initial Review – All proposals will be initially evaluated to determine if they meet the following minimum requirements:
 - a. The proposal must be complete, in the required format, and be in compliance with all the requirements of the RFP.
 - b. Proposers must meet the Minimum Proposer Requirements outlined in Section II of this RFP.
 - c. Proposers must achieve a minimum score of 80 points on the Locally Owned Small Business (LOSB) and/or Minority and Woman Business Enterprises (M/WBE) Forms “A” & “B” in order to be considered a responsive bidder.

2. Technical Review

Proposals meeting the above requirements will be evaluated on the basis of the following criteria:

- a. Each proposal will be reviewed by a special Committee, appointed by the Shelby County Election Commission, which may elect to schedule an interview with one or more of the proposers. After the review process is completed, this committee will recommend the successful proposer to the Purchasing Administrator, who makes the decision, subject to the approval of the contract by the Mayor.

- b. The committee will assess the proposals for this project. Based on the scores, comments, and recommendations of the committee members may select a short list of firms for interviews.
- c. The proposals will be evaluated on the following criteria:
 - Demonstrated understanding of the problems and needs presented by the project.
 - Experience with elections.
 - Ability to provide training and support.
 - Stability of company and adequacy of production facilities
 - Qualifications of project personnel and Respondents ability to commit capable staff to support project size.
 - Efficiency of data entry and user interface.
 - Products using a GIS interface for district management will score more highly.
 - Ability to complete the project in a timely manner without major deviations from necessary requirements
 - Soundness of Respondents approach to the problems and needs presented by the project, including Respondents methodology for achievement of project objectives.
 - Cost effectiveness and reasonableness of Respondent's proposed fee.

3. Oral Presentation.

The Shelby County Government reserves the right to interview, or requires an oral presentation from, any respondent for clarification of information set forth in the Proposer's response. In this regard, at the discretion of the evaluation committee, some or all Proposers who submit a Proposal in response to this RFP may be asked to submit to an interview or give an oral presentation of their respective Proposals to the evaluation committee. If so, this is not to be a presentation restating the Proposal, but rather an in-depth analysis of certain qualifications of the Proposer. The interview or oral presentation, if utilized, is intended to provide an opportunity for the Proposer to clarify or elaborate on its qualifications without restating the Proposal. The interview or oral presentation is to be a fact finding and explanation session only and is not to be used to negotiate any terms of contract. If required, the time and location of such interview or oral presentation will be scheduled by the Administrator of Purchasing. Interviews and oral presentations are strictly an option of the Shelby County Government or its evaluation committee and, consequently, may or may not be conducted. All travel expenses to and from the interview or oral presentation shall be the responsibility of the Proposer.

Selection will be based on determination of which proposal best meets the needs of the County and the requirements of this RFP.

Shelby County Government reserves the right to consider the Proposer's EOC rating in all evaluations.

A. CONTRACT AWARD

Contract(s) will be awarded based on a competitive selection of proposals received. The contents of the proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award. The County reserves the right to negotiate any portions of the successful Proposers fees and scope of work or utilize their own resources for such work.

APPENDIX A – BUSINESS REQUIREMENTS

Required Optional

General Requirements for All Modules

Provide a voter registration system that allows for two million voter records and ten million voter participation/history records.	X	
Sufficient capacity to allow for 120 concurrent users.	X	
Minimize key strokes and number of screens required for basic functions.		X
Create groups with job functions and provide user ability to assign passwords by job/function.	X	
A COTS solution is preferred.	X	
Utilize OCR/ICR where ever possible but primarily within voter registration and absentee modules		X
Apply general business rules to all transactions but allowing for supervisor override if required.	X	
Scan and store all documents received from voters, polling places, candidates, etc.	X	
Scan and store all returned mail.	X	
Include the ability to maintain or attach notes to records.		X
Automatically assign ID number for new records.	X	
Maintain currently assigned ID number for existing records.	X	
Provide easy to use data transfer capability.	X	
Provide the ability to import/export files to multiple state and county systems.	X	
Operating system Windows 7 or Windows 10 (PC Refresh)	X	
Training and test module	X	
The proposer must provide a software solution which supports data access log auditing.	X	
The proposer must provide a method to view, report and export audit logs.	X	
The proposer must provide a software solution which stores application data in encrypted format. (addresses § 47-18-2107 (a)(1) rendering the data to not be “personal information”)		X

The proposer must provide a software solution that is free of known vulnerabilities and which is under continuing development for the purpose of addressing newly discovered security vulnerabilities. Describe the current development schedule and the last 2 years of update provision.	X	
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Precinct/District Assignment and Address Confirmation

Interface with existing Shelby County GIS system to assign addresses to voters and manage precincts is preferred.		X
A block range system will not disqualify a proposal but a point based GIS application is strongly preferred.		X
Ability to standardize mailing addresses with USPS either real time or batch at night.	X	
Ability to create, combine, rename, duplicate and delete precincts using COTS GIS technology.	X	
Ability to create, renumber, duplicate or delete splits within precincts using COTS GIS technology.	X	
Redistricting and test module.	X	

Voter Registration		X	
Search on name, date of birth, voter ID number, SSN, street address		X	
View all voters with a particular address		X	
Allow some registrations to be protected from disclosure to all but supervisors		X	
Ability to enter and/or update voter registrations.		X	
Print ID cards both individually and as a batch process.		X	
Track the source of the application - NVRA agency		X	
Track whether registration is in-person or by mail		X	
Maintain records in perpetuity.		X	
Track voter status - currently active, inactive, cancelled, pending, under 18, etc.		X	
Ability to view potential duplicates and select record to update.		X	
Data fields in the same order as the voter			X

registration application		
Accept and record voters with a status of Under 18, applying different business rules depending upon precinct split.	X	
Automatic precinct assignment using COTS GIS technology.	X	
Capture all information on a Tennessee Voter Registration Application	X	
Automatically send notifications to voters whose applications are rejected. Include appeal form, restoration of rights form and restoration of rights information sheet as required.	X	
Segregate deficient voter registration applications and automatically generate notice to the voter.	X	
Apply business rules to void any applications not perfected by the deadline.		X
Provide signature clipping.	X	
Store most current signature image.	X	
Facilitate automatic signature clipping		X
Archive all signature images.		X
Maintain an activity log of all correspondence between voter and SCEC.	X	
Capture and store all forms and correspondence received from the voter.	X	
Note all correspondence SCEC sends to the voter sends to the voter in the log.	X	
View images of all documents sent to the voter.		X
View log of petitions voter has signed.		X
Ability to assign special circumstances to a voter record - Federal Voter, Non-Traditional Address, etc., Must Vote In Person	X	
Automatically remove the Must Vote in Person flag when voter history is updated.	X	
When mail is returned by the post office as undeliverable, change the voter status to inactive and scan and store the returned item.	X	
Automatically apply a random flag to applications for required SCEC audit once each quarter.		X
Automatically generate reports of voters who report a previous out of state registration address.	X	
Automate the creation of an export file of voter registration records in XML format for posting to a web server.		X

Interface with State online voter registration and voter record management. (State system under development.)	X	
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Voter History

Record voter participation by method, location, and <i>precinct split</i> , and for primary, party selected for a minimum of 10 years.	X	
Record voter participation by method, location, and <i>precinct split</i> for primary, party selected for a minimum of 20 years.		X

Address Verification

Flag registrations that provide residence locations that are not shown as dwellings for further investigation using COTS GIS technology.	X	
Facilitate the tracking of voters who have had no activity for four years.	X	
Generate the required notice to a voter whose status is being changed to inactive and indicate that the notice was sent on the voter activity log.	X	
Change the status of inactive to cancelled if the voter has not participated in two federal elections since the status change to inactive.	X	
Generate reports of all cancelled voters.	X	
Generate reports of all inactive voters	X	
Generate reports of active to inactive, inactive to cancelled, active to cancelled.	X	

Election Management

Ability to define an election by name, date, voting period. Record start and end dates/times for all types of voting.	X	
Ability to have more than one active election at a time.	X	
Assignment of specific districts/offices and precincts to the election.	X	
Ability to link with third party vendors such as electronic poll books, ballot styles.	X	

Non Election Day Voting UOCAVA

Ability to add temporary voters under UOCAVA	X	
Ability to email UOCAVA voters individually	X	
Routine to inactivate temporary voters under defined business rules	X	
Automatically assign ballot style based on residence and party	X	

Mail Voters

Ability to track absentee ballots from the request of the application, receipt of the application, mailing of the ballot through receipt of the ballot.	X	
Standardize US addresses with USPS.	X	
Automatically generate labels and reports in precinct order so ballots can be produced and ballots mailed.	X	
Assign/create bar code on documents to facilitate tracking.		X
Flag voters with an absentee ballot in play, so that they cannot check in with early voting or on election day.	X	
Generate a daily end of day report for all ballots received that day by type.		
Automatically issue rejection letters for defective applications.	X	
Create/export a file of voters whose ballots were not returned for required notification.	X	
Update voter participation when ballot is received.	X	
Automatically generate notifications to the voters if ballots were not received.		X
Ability to communicate with voters via email		
Ability to interface with on-line ballot request		X

Nursing Home Voters

Generate required letters to nursing home administrators.	X	
Schedule nursing home visits	X	
Record voter participation.	X	

Permanent Absentee Voters

Generate labels and report for all permanent absentee voters. Once generated, track as if they were any other mail voter.	X	
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Early Voting

Record voter participation at each EV location recording date, time, and site.	X	
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System must interface with Early Voting, allowing users at Early Voting locations to change voters name, address in compliance with TN Fail Safe procedures.	X	
If system is used to check in early voters, system must generate a ballot application that includes voter name, address, precinct, ballot style and required affidavit.		X
System must interface with ES&S GEMS system to automatically create voter access cards allowing the voting machine to bring up the correct ballot.	X	
Produce statistical reports showing date, time, location of early voters automatically at pre-set times.		X
Produce statistical report upon demand showing date, time and location of early voters.	X	

All Non-Election Day Voting

Generate a publicly disclosable report of voters who voted that day in a .pdf format and an editable format - text or .xlsx	X	
Automatically post the reports to the web.		X

Election Day Voting

Accept data from electronic poll books regarding change of name and address	X	
Accept data from electronic poll books regarding provisional voters. See detail in provisional tracking.	X	

Provisional Tracking

Create a record of each voter who votes provisionally for each election by accepting data from electronic poll book. Compare to voter registration records and flag matches by precinct.	X	
Change status of provisional voters to active if required.	X	
Record voter history if appropriate.	X	
Track provisional ballots through the research period.	X	
Record which paperwork has been received from the polling place and which is missing.	X	
Record records that are sent to the State for review.	X	
Record acceptance/rejection for each ballot. Automatically generate letters for those rejected	X	

and include VR form if required.		
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Pollworker Management

Set up class schedule for each specific election	X	
Designate party and roles for each poll worker	X	
Ability to input non-voters as poll workers. These are generally high school students who will become registered voters in the future. When they do register, use existing record to avoid re-entry of data.	X	
Automatically review voting history for registered voters to conform with business rules that are different for each major party. Alert user if potential pollworker does not comply.	X	
Record oath		X
Record attendance at training	X	
Record Election Day attendance	X	
Assign county issued cell phone numbers to certain workers.	X	
Generate assignment letters for pollworkers that can be personalized by their recruiter with contact and class information.	X	
Ability to communicate with potential and confirmed poll workers via text, email, or mail.		X
Ability for workers to accept assignment, take tests, and communicate via web is preferred.		X
Ability to record pollworker evaluations and recommendations.		X
Ability to record Primary Board approval/disapproval of workers	X	
Ability to generate files necessary for Finance to do payroll	X	

Asset Management

Record information on voting machines, electronic poll books, printers and other assets of SCEC, including serial number, date of purchase, model number, physical location in warehouse, notes specific to each item.		X
Provide all assets with barcode asset tracking tags or labels		X

Record assignment of equipment to individual locations for each election, including recording of up to six seal numbers per device per day, including custodial individuals.		X
Track equipment sent for repair.		X

Location Management

Ability to add, update and delete election specific locations for early voting, nursing homes, hospitals and election day polling locations.	X	
Maintain database of all past, current and proposed locations.	X	
Assign precincts to locations	X	
Store images and accessibility surveys for each location.		X
Store contact information for each location for delivery and pick up of equipment	X	
Record serial numbers of equipment sent to each location.	X	
Record other equipment to be sent to each location.	X	
Automatically generate a Bill of Lading for equipment delivery by third parties	X	
Provide a financial management component to generate documents necessary for Finance to generate a check.		X
Provide ability to scan signed rental agreements and attach to a facility records		X
Floor plans and contingency planning information viewable on to responders		X

Voter Drive Management

Capture basic information from various community groups holding voter registration drives		X
Record quantity of VR forms distributed to community groups.		X
Record quantity of VR forms from groups		X
Automatically generate receipts to be provided to those turning in batches of forms.		X
Record oaths from Deputy Registrars; scan and attach oath to their record. Not all Deputy Registrars will be registered voters in Shelby County.		X

Candidate Filing/Campaign Finance

Record requirements for various offices including variable number of signatures, filing deadlines, and specific requirements such as possession of a lawyer registration number, high school diploma among others.	X	
Record issue of petitions for candidates, who may not necessarily be Shelby County voters	X	
Capture data about candidates whether local, statewide or federal including website, local contacts, etc.	X	
Ability to issue petitions to a single individual for more than one office.	X	
Record receipt of petitions	X	
For the signature verification process, record on the voter's record that they participated in the process.	X	
Record the number of total signatures on each petition, the valid signatures and if there are sufficient signatures.	X	
Generate letters to candidates notifying them if their petitions did or did not have sufficient signatures.	X	
When petitions are approved, record SCEC date of approval	X	
If candidates are challenged, record challenge details and resolution.	X	
Capture information about withdrawal from the ballot if certified.	X	
Generate reports for the SCEC to aid in candidate certification.	X	
Record the receipt of Campaign Finance documents	X	
Automatically generate notices to candidates of the requirements to file	X	
Automatically generate notices to those candidates who fail to file	X	
Provide capability to publish petitions to the web.	X	

System Reporting

Provide users with pre-formatted election specific reports and files for any information available.	X	
Provide the ability to segment data by precinct, split, district, race and demographic information.		

Allow for export of data for distribution to political parties and other users	X	
Allow for Ad-hoc queries to extract and format data from the system into Excel, text, and other common formats.	X	
Ability to produce reports on user transactions by date, module or function.	X	
Ability to produce six month reports	X	
EAC reporting module		X

Help Desk Management

Record and categorize real-time complaints from election workers for both Early Voting and Election Day voting.		X
Generate assignment orders to field technicians and others by email or text		X

Project Management, Vendor Helpdesk and Training

Provide context sensitive help function for users.		X
Provide on-site hands-on training for up to 10 administrative level users. Allow for a minimum of ten days of on-site training.	X	
Web based training in live meetings or static modules.		X
Provide a dedicated project manager for up to six months after initial deployment	X	
Provide help desk support on weekdays with no more than one-hour response time from 8am to 6pm CST, M-F for twelve months following deployment.	X	
Provide help desk support on 12 weekend days or holidays during 2018 as required.		X
Provide on-site support for the first three days of early voting in April 2018.		X
Provide on-site support for Election Day in May, August and September of 2018	X	
Provide user manuals for basic VR tasks.	X	
Provide digital user manuals and updates by version and product advisory notices.	X	
Provide project management plan including phases, deliverables schedules, stakeholder management	X	

Election Calendar Management

Provide a calendar system by applying business rules activities.		X
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Database Security

Provide user activity log records that include detail on all human intervention with the system that cannot be modified without authorization.	X	
Protect Personally Identifiable Information (PII)	X	

APPENDIX B – STATE OF TENNESSEE VOTER REGISTRATION CERTIFICATION REQUIREMENTS

For information about the State of Tennessee certification requirements, please contact Mr. Steve Griffey in the Tennessee Secretary of State Coordinator of Elections Office at (615) 532-7291 or via e-mail at steve.griffey@tn.gov



1. Instruction to Bidders:

- (a) Information regarding this RFP is located on the County's website at www.shelbycountyttn.gov. At the top of the home page, click on the links "Department," "P" for the Purchasing Department and "Bids" to locate the name of the above-described RFP. Copies of the project manual and drawing are posted at this location and can be downloaded at no cost to prospective bidders
- (b) All bids must be accompanied by a bank cashier's check or bank draft, letter of credit issued by any national bank or certificate of deposit therein, duly assigned, or certified check or approved bid bond for not less than (5) percent of the amount of the bid. All proposal guarantees shall be made out to the COUNTY OF SHELBY.
- (c) The successful bidder must be licensed by the Tennessee State Board of Licensing General Contractors before execution of the contract. Evidence of this license must be submitted to the purchasing department by submitting the RFP number, Contractor's name, license number, expiration date thereof, and license classification of the contractor(s) bidding for the prime contract and for the electrical, plumbing, heating, ventilation and air conditioning subcontracts in accordance with TCA 62-6-119. Lacking all of this information, the bid shall be rejected and the bid bond will be forfeited.

2. EOC Requirements

- (a) As a condition precedent to bidding, **Prime Contractors** and **LOSB Contractors** must have received a current "Equal Opportunity Compliance Eligibility Number" and Vendors Number prior to the submission of their bid which must be attached to each bid submission. To receive an E.O.C. Eligibility Number, specific information must be received by the E.O.C. Department at least 48 hours prior to the bid opening. To verify your E.O.C. Number or to receive information for obtaining a number, contact the E.O.C. Department, 222-1100. Information regarding a vendors number please contact Carla Hayes/ Clifton Davis, Shelby County Purchasing at 901-222-2250.
- (b) Use of Locally Owned Small Business (LOSB) participation on this County project is required.
- (c) Bidders are encouraged to contact County-Certified LOSB firms from our LOSB listing that can be obtained from our EOC department. Please call Carolyn Griffin at 901-222-1100 for a listing of current LOSB contractors. Bidders may also provide the names of firms they believe would qualify as LOSB firms, by notifying the E.O.C. Department and filing the required forms at least five (5) working days prior to the bid opening. Bidders choosing to utilize non-certified subcontractors may submit their bid with the

understanding that they must provide certification documents to the E.O.C. department within five (5) days after the bid opening in order to be considered for contract award.

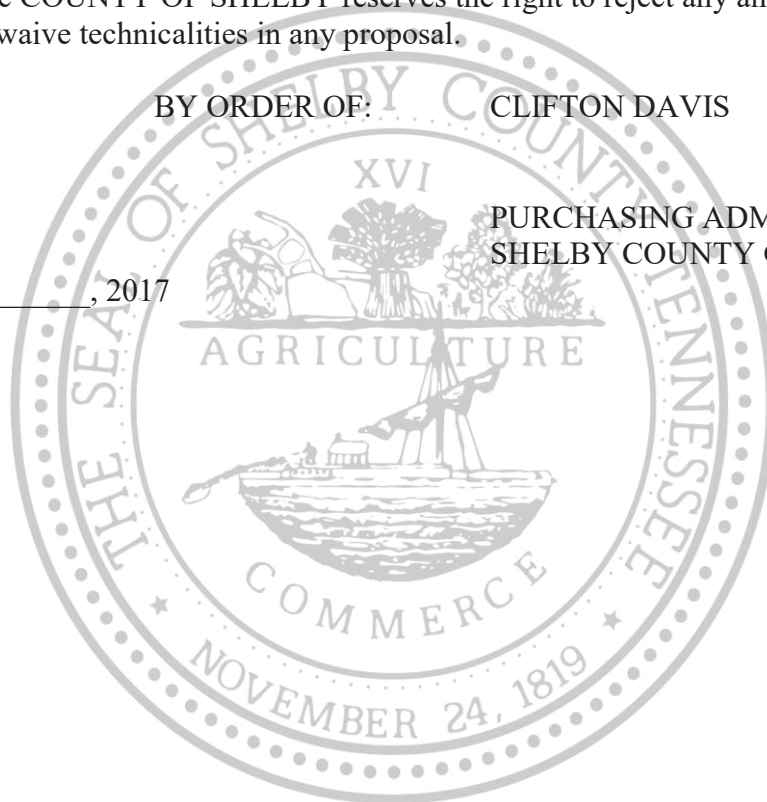
- (d) A Locally Owned Small Business is defined as a sole proprietorship, corporation, partnership, or joint venture located within Shelby County and at least 51% owned, operated and managed by a Shelby County resident and having an average annual sale of \$5,000,000.00 or less over the past three (3) years.
3. Rejection of Bids:

The COUNTY OF SHELBY reserves the right to reject any and all proposals and to waive technicalities in any proposal.

BY ORDER OF: CLIFTON DAVIS

PURCHASING ADMINISTRATOR
SHELBY COUNTY GOVERNMENT

_____, 2017





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March 7, 2017

Clifton Davis
Shelby County Government
160 N. Main St., 9th Floor, Ste 900
Memphis, TN 38103

Dear Mr. Davis,

Everyone Counts is honored to respond to RFP No.17-002-36, *Replacement of Voter Registration and Election Management System*. Launched from a determination to bring proven state-of-the-art technologies to elections, Everyone Counts has become the world's leading provider of modern election management and voting systems.

Our expertise and experience have enabled us to develop a deep understanding of system processes and efficiencies. To meet the the County's requirements, we are recommending that the County implement a solution that combines *eLect Voter Registration System* (VRS) with *eLect Administration*, our election management system, for optimal security, flexibility, and usability.

For Everyone Counts, delivering flawless elections with outstanding user satisfaction to Shelby County is our main focus and goal, and we look forward to an ongoing partnership.

I look forward to answering any questions you may have.

Warm regards,

Tom Janysek,
Sales Director
Everyone Counts, Inc.
1 (858) 883-3022
tom.janysek@everyonecounts.com



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VOLUME I:

TECHNICAL AND MANAGEMENT PROPOSAL

Replacement of Voter Registration and Election Management System
Shelby County, Tennessee

Everyone Counts, Inc.
March 7, 2017

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SECTION A: INTRODUCTION AND EXECUTIVE SUMMARY

Everyone Counts is honored to respond to Shelby County's request to replace its legacy Election Management System (ESM) used to manage Voter Registration, Absentee Voting, Early Voting, Pollworker Management, Candidate Filing and other election preparation tasks; to automate election tasks; and to implement innovative, secure, and reliable systems that adapt to future legislative, technology, and information security requirements.

Everyone Counts provides an ideal electronic solution with our eLect® Voter Registration System (VRS), bridging the gap between past and future with modern technology, state-of-the-art security, and innovative design. Everyone Counts has partnered with Small Planet Works, Inc. a locally-owned small business, and M/WBE. Small Planet Works has a long history of delivering excellence for Shelby County's Election Commission having project managed the county-wide rollout of 1,500 voting machines and consulted on various other projects. We commend Shelby County's commitment to LOSB/M/WBE participation.



INVESTMENT: MODERN TECHNOLOGY WITH SEAMLESS INTEGRATION

The eLect VRS has been designed using a Software-as-a-Service (SaaS) delivery model combined with contemporary programming languages, modern technology, and best practices in software architecture and system design to ensure high performance, streamlined maintenance and administration, and continued support. This approach and design provide the County with a secure long-term investment and ease the transition and administrative burden.

The use of modern technologies, such as a micro-services architecture and a NoSQL database engine, supports faster performance, more reliable code integration, high-coverage automated testing, and simplified database administration. eLect VRS was designed using a distributed architecture that can interchange and add components without impacting the availability or reliability of any one component. A platform-neutral technology stack provides exceptional flexibility to grow and evolve the solution over time. The eLect platform creates a more unified election system, communicating with external systems on which it depends—such as VC Programmer and ExpressPoll—and with which it needs to communicate—such as the DMV, NCOA, ERIC, and SSA. No other commercially available system offers this modern design.



SECURITY: MODERN TECHNOLOGY TO MITIGATE MODERN THREATS

Everyone Counts' SaaS-based VRS is architected and delivered with state-of-the-art security. Its remarkable design ensures ongoing security updates that eliminate key threats

and dramatically reduce vulnerabilities to voter data and the voter registration process. Security objectives and principles align with Department of Homeland Security's (DHS) best practices and the building blocks of the CIA Triad: confidentiality, integrity, and availability.

Features and risk-mitigation technologies include:

- Multiple levels of security with a redundant, no single point of failure design
- Fully-virtualized infrastructure and horizontal scalability of database and application nodes for rapid and massive scaling as needed
- Geo-redundancy, disaster recovery, and risk-mitigation processes
- Encrypted data—in transit and at rest—employing the most current encryption protocols
- Minimum need-only access to secure election content and data
- Robust user roles and permissions with password requirement logic
- Protection against key threats such as phishing, denial-of-service attacks, and network and server vulnerabilities
- Modular enhancements to the overall security architecture of the system to meet evolving DHS Critical Infrastructure standards

When it comes to voter registration, security is at center of an election's integrity. Everyone Counts continuously updates its security protocols to keep pace with current threats. The list of threats to voting security increases daily—hacking, malicious code, and Denial-of-Service (DoS) attacks and Man-in-the-Middle (MITM)—and our cybersecurity engineers are dedicated to stay ahead of the danger.



PERFORMANCE: MODERN TECHNOLOGY WITH UNIQUE FUNCTIONALITY
eLect VRS simplifies the complex business rules associated with a voter registration system through robust automation and unique innovations. Every feature has been thoughtfully designed to enhance the user experience and ensure accuracy and integrity across the entire system—designing to the future rather than relying on solutions of the past.

Unique features of the system include:

- UX designed for ease of use and simple navigation
- Latitude/longitude GIS mapping to eliminate confusion with voting district lines
- Extensive automation and configuration management tools that simplify complicated processes and automate repetitive tasks
- Soundex searches to further reduce time spent searching for records
- Predictive functionality to increase search speeds and reduce manual errors
- One-touch EAVS reporting
- Legislative Rules Engine to make configuration changes that filter through the system

The result is the simplification of daily tasks, which reduces manual, error-prone

processes, increases efficiency, and deepens the integrity of databases.

CONCLUSION

We applaud Shelby County for its vision, insight, and planning to achieve a modernized elections system that offers unrivalled security and flexibility. Everyone Counts' eLect VRS provides an unmatched solution for the County's ongoing voting system requirements. As a partner to the Shelby County, we look forward to accomplishing your particular needs and customizing our solution to fit your preferences and requirements.

SECTION B: COMPANY PROFILE

EVERYONE COUNTS, INC.

1. Firm name and business address (include telephone numbers, fax numbers, and email addresses)

Everyone Counts' Response

4225 Executive Square, Suite 800, La Jolla, CA, 92037

Phone: 1 (858) 427-4673

Fax: 1 (858) 876-1606

Email: contact@everyonecounts.com

Website: www.everyonecounts.com

2. Year established (include former firm names and year established)

Everyone Counts' Response

Everyone Counts was established in 1997.

3. Type and ownership and parent company, if any

Everyone Counts' Response

Everyone Counts is a C-Corp.

4. Indication of whether firm is licensed to do business in the State of Tennessee

Everyone Counts' Response

Everyone Counts' license to do business in Tennessee is in progress.

5. Address and Phone numbers of production facilities where work is to be accomplished. Also include project manager's name, mailing address and telephone number.

Everyone Counts' Response

Production Facility:

4225 Executive Square, Ste.800, La Jolla, CA 92037

1 (858) 427-4673

Project Manager: Abigail Cipriano

Email: abigail.cipriano@everyonecounts.com

Location: Memphis, Tennessee

Additional work to be completed at Small Planet Works, Inc.



Tre Hargett
Secretary of State

Division of Business Services
Department of State

State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

Submission Acknowledgment

March 2, 2017

Submission # :	004332046	Formation Locale:	CALIFORNIA
Filing Type:	For-profit Corporation - Foreign	Date Formed:	06/01/2005
Submission Date:	03/02/2017 5:16 PM	Fiscal Year Close:	6
Status:	Pending-Review	Annual Report Due:	10/01/2017
Duration Term:	Perpetual	Image # :	

Document Receipt

Receipt # : 003166616	Filing Fee:	\$600.00
Payment-Credit Card - State Payment Center - CC #: 3696377815		\$600.00

Registered Agent Address:
C T CORPORATION SYSTEM
STE 2021
800 S GAY ST
KNOXVILLE, TN 37929-9710

Principal Address:
STE 800
4225 EXECUTIVE SQ
LA JOLLA, CA 92037-9150

The submission of your **Application for Certificate of Authority** for **Everyone Counts, Inc.** to the State of Tennessee has been received by the Secretary of State's office. The Secretary of State's Office will review all submitted documents and provide approval or rejection within 1 to 3 business days.

To check the status of your submission, visit <https://tnbear.tn.gov/Submission>. Once your filing has been reviewed and approved by the Secretary of State's office, you will be able to print a copy of your documents from the same web page.

Your submission number is: **004332046**.

Tre Hargett
Secretary of State

Phone (615) 741-2286 * Fax (615) 741-7310 * Website: <http://tnbear.tn.gov/>

SMALL PLANET WORKS, INC.

1. Firm name and business address (include telephone numbers, fax numbers, and email addresses)

Everyone Counts' Response

Small Planet Works, Inc.
99 N. Main St., Ste. 2501, Memphis, TN 38103
Phone: 1 (901) 521-1129
Email: jabanks@smallplanetnetworks.com
Website: www.smallplanetnetworks.com

2. Year established (include former firm names and year established)

Everyone Counts' Response

Small Planet Works was established in 1997.

3. Type and ownership and parent company, if any

Everyone Counts' Response

Small Planet Works is a C-Corp.

4. Indication of whether firm is licensed to do business in the State of Tennessee

Everyone Counts' Response

Small Planet Works is licensed to do business in the State of Tennessee.

5. Address and Phone numbers of production facilities where work is to be accomplished. Also include project manager's name, mailing address and telephone number.

Everyone Counts' Response

Production Facility:

Small Planet Works, Inc.
99 N. Main St., Ste. 2501
Memphis, TN 38103
1 (901) 521-1129

Project Administration Lead: Janice A. Banks
Email: abanks@smallplanetnetworks.com

Location: 99 N. Main St., Ste. 2501, Memphis, TN 38103

Phone: 1 (901) 521-1129

Training Manager: James F. Johnson

Email: jfjohnson@smallplanetnetworks.com

Location: 99 N. Main St., Ste. 2501, Memphis, TN 38103

Phone: 1 (901) 230-2072

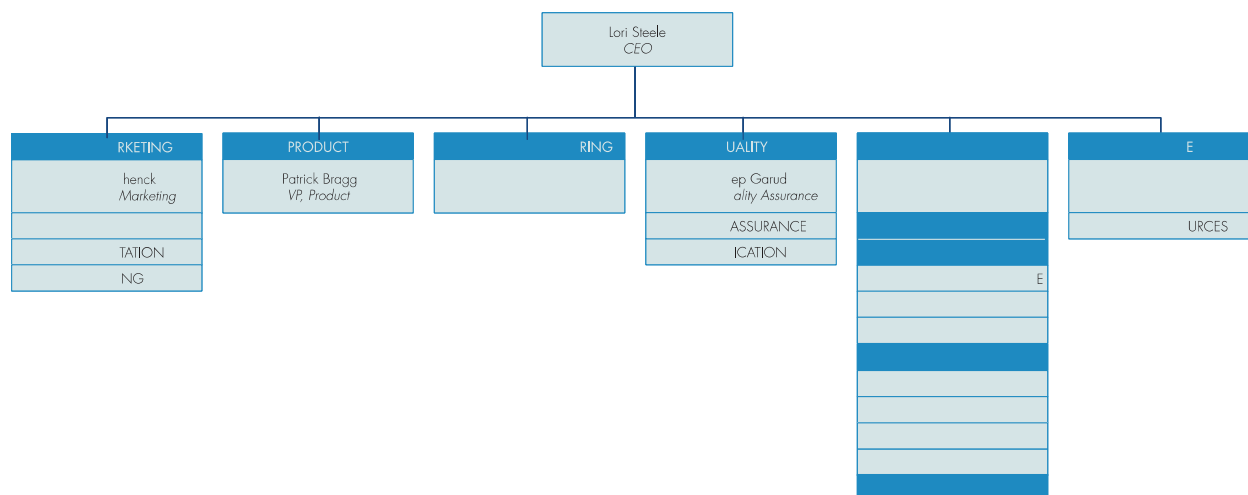
BUSINESS LICENSE INFORMATION

 SMALL PLANET WORKS 99 N MAIN ST #2501 MEMPHIS, TN 38103	MEMPHIS AND SHELBY COUNTY BUSINESS TAX LICENSE								
	<table border="1"><tr><td>RECEIPT NUMBER</td><td>161013644</td></tr><tr><td>LICENSE NUMBER</td><td>97003208</td></tr><tr><td>THIS LICENSE EXPIRES</td><td>05/15/2017</td></tr><tr><td>CLASSIFICATION</td><td>3</td></tr></table>	RECEIPT NUMBER	161013644	LICENSE NUMBER	97003208	THIS LICENSE EXPIRES	05/15/2017	CLASSIFICATION	3
RECEIPT NUMBER	161013644								
LICENSE NUMBER	97003208								
THIS LICENSE EXPIRES	05/15/2017								
CLASSIFICATION	3								
	OWNER(S) SMALL PLANET WORKS INC								
	BUSINESS LOCATION ADDRESS 99 N MAIN ST #2501 MEMPHIS, TN 38103								
	MUST DISPLAY IN A CONSPICUOUS PLACE								

SECTION C: ORGANIZATIONAL STRUCTURE AND KEY STAFF RESUMES

ORGANIZATIONAL STRUCTURE

The organizational structure for Shelby County reflects an agile and collaborative structure. While the team is organized contextually to ensure shared expertise and task completion, communication across stakeholders is a high priority to ensure robust problem-solving and top to bottom product integration and implementation.



Project Manager, Abigail Cipriano, will be the primary contact for administrative and for technical issues relating to this proposal and any subsequent contract resulting from this RFP.

KEY PROJECT TEAM

Executive Sponsor

James Simmons

VP, Product Delivery & Election Operations, Everyone Counts

James Simmons, Everyone Counts' Vice President of Election Operations, will serve as Executive Sponsor for Shelby County. In this role, Mr. Simmons will actively monitor the project and serve as an advisor regarding key decisions. Mr. Simmons will be available to Shelby County's senior executives for reviews and will serve as the point of escalation for the County's senior executives. Mr. Simmons will have full authority for authorizing financial commitment; assigning or reassigning resources as needed; and ensuring backup resources are available to provide the Deliverables and Services pursuant to the Agreement. His hands-on experience with its organization,



processes and people renders him uniquely qualified to provide executive-level support, minimizing risk and ensuring the success of Shelby County's transformative vision.

EXPERIENCE AND CREDENTIALS

As Everyone Counts' Vice President of Election Operations, Mr. Simmons oversees the company's Project Management, Election Services, Information Technology, Security, Quality, and Certification teams and is accountable for the successful delivery, deployment, and operation of Everyone Counts' products and services. During the past year, the Election Operations team has deployed products and personnel in support of almost 500 electoral events in over 200 jurisdictions. These include:

- Statewide voter registration for the State of New Jersey, supporting approximately 9 million voters in 21 counties with responsibilities that include ongoing management of the voter registration system, as well as providing the voter registration software platform
- Electronic ballot delivery and return for the State of Alabama, piloted during the U.S. primary elections in June and rolled out statewide for the 2016 U.S. General Election
- Electronic ballot delivery and ballot-on-demand services in Washington, Colorado, Utah, and Illinois
- eLect Poll Book deployments in California, Ohio, South Dakota, and Ontario, Canada
- Online voting for high-profile public and private clients, including several of the world's most prominent awards shows and the United Nations
- Oversees certification efforts, eLect Quad Audit passed state-level testing to VVSG 1.1 requirements, where applicable

Prior to joining Everyone Counts, Mr. Simmons built, deployed, secured and supported complex systems in highly-regulated industries and environments. His work includes:

- Architecting the data management system used by the Space Based Infrared System (SBIRS) missile defense satellite program
- Leading the systems integration, test, and deployment team for U.S. Army's Future Combat Systems C4ISR (Command, Control, Communications, Computers, Intelligence, Surveillance, and Reconnaissance) system, a joint effort of Northrop Grumman, Boeing, Lockheed Martin, Honeywell, and General Dynamics
- Creating and leading the Information Management department for the multi-billion dollar MRAP armored vehicle fleet's Middle East operations
- Building an enterprise SaaS platform used by large companies to integrate with their MRP/ERP systems and to manage their global supply chains with adoption by over 50 Fortune 500 companies within six (6) months of launching

Mr. Simmons received his Bachelor's degree in Computer Science from Harvey Mudd College, is certified in project management (PMP) and IT service management (ITIL), and is a recognized expert in cybersecurity and information assurance.

Project Administrative Lead
Janice Banks
President/CEO, Small Planet Works

Janice Banks will serve as Project Administrative Lead for Shelby County. In this role she will share responsibility with Mr. Simmons for actively monitoring the eLect VRS project and advise on key decisions pertaining to her expertise.



EXPERIENCE AND CREDENTIALS

Ms. Banks has 25 years of experience in organizational capacity building, assessment, and training. She currently leads process re-engineering, quality management, and program management efforts for Small Planet Works, Inc. where she provides technical assistance and capacity building for Memphis Area Transit Authority (MATA), Workforce Investment Network (WIN), and TN Small Business Development Center (TSBDC). Ms. Banks has conducted feasibility and marketing studies, disparity studies, and has published three studies on risk assessments and community resilience, sponsored by the Department of Homeland Security and Department of Energy.

Ms. Banks received her Bachelor's degree in Accounting from Howard University, and has an MBA from Ashford University. She is a member of the Executive Management Institute, at Christian Brothers University and former board member of Examiners for the Greater Memphis Association for Quality.

Primary Contact: Project Manager
Abigail Cipriano

As Project Manager, Ms. Cipriano will be responsible for being the main point of contact for Shelby County. This role includes tracking, analysis, and escalation of incidents within ticketing databases and providing training for internal as well as external personnel.



EXPERIENCE AND CREDENTIALS

At Everyone Counts, Ms. Cipriano oversees the State of New Jersey Voter Registration Modernization Phase Project leading efforts with client management, engagement and communication. Her expertise in elections is also leveraged for both application requirements gathering and problem-solving for Help Desk ticket triage and closure. Prior to joining Everyone Counts, Ms. Cipriano was Acting Elections Supervisor for Burlington County, New Jersey.

Ms. Cipriano has completed Rutgers University's Center for Government Election Officials Training and is a certified Scrum Master.

Product Manager
Rich Hidalgo

Product Manager, Rich Hidalgo, will be responsible for oversight of communicating the eLect VRS implementation plan to key stakeholders and managing the solution implementation roadmap.



EXPERIENCE AND CREDENTIALS

In his current position, Mr. Hidalgo manages VRS implementation in all twenty-one (21) of New Jersey's counties inclusive of 52 departments and a database of 8.5M records. His duties include:

- Analyzing project requirements and configuring SaaS solutions
- Creating project plans
- Defining and managing risk, timelines, milestones, and resources adhering to strict, legal deadlines
- Leading cross-functional teams through development, testing, and implementation of projects
- Building and maintaining secure and accessible websites
- Providing on-site and remote customer support, training, and troubleshooting
- Identifying and conducting software tests
- Filing and tracking product improvements and bugs
- Preparing communication documents, including weekly and monthly reports/statistics and incident and after-action reports

Election Administrator
Nissa Burger

As Election Administrator, Nissa Burger will manage and coordinate the setup of elections to ensure each meets local and federal laws and County business requirements and provides assistance through the Help Desk.



EXPERIENCE AND CREDENTIALS

With over 13 years of elections administration experience, including 11 years as Chelan County, WA Director of Elections, Nissa Burger is an expert in outreach, change management, and accessibility. During Ms. Burger's tenure as Director of Elections at Chelan County, Ms. Burger implemented a new ballot tabulation and voter registration system, administered policy and procedural decisions for the department, and earned Certified Elections/Registration Administrator (CERA) certification in 2009. Ms. Burger earned the 2015 Washington outreach award for work in branding, customer, and candidate service along with other outreach efforts in Chelan County.

Training Manager
James Johnson
Small Planet Works

As Training Manager, Mr. Johnson will plan, coordinate, and conduct staff and poll worker training for the VRS solution. Mr. Johnson will ensure that all issues are resolved quickly.



EXPERIENCE AND CREDENTIALS

Mr. Johnson has over 30 years of training development and delivery experience.

He served as an Air Traffic Controller in the United States Air Force for 21 years where he gained 18 years of supervisory and instructional systems development and training experience and six years of experience developing planning documents, training, and checklists for emergency responders.

Since 1997, Mr. Johnson has been responsible for developing and facilitating leadership, management and employee development training.

Mr. Johnson is a Certified Instructional Systems Design Specialist; an Associate in Applied Science, Air Traffic Control with the United States' Air Force; and a Certified FEMA Emergency Manager.

Technical Lead
Paul Bartlett

Paul Bartlett will serve as Technical Lead for the Shelby County project, managing the design and customization of eLect VRS.



EXPERIENCE AND CREDENTIALS

Paul Bartlett has more than seven (7) years experience in elections technology, developing barcode, scanning, and imaging products. Mr. Bartlett is a certified Prince2 practitioner. Throughout his career, he has delivered success for many international clients, including:

- South Bucks Election Pilot
- London Mayor and European Elections
- Shrewsbury and Atcham Local Council Election
- Durham Local Council Election
- Hong Kong PCE Elections
- Ghana Voter Registration
- Malawi Voter Registration

IT Lead
Louis Williams

As IT Lead, Louis Williams will manage data hosting ensuring the confidentiality, integrity, and availability of the system and sensitive customer-provided data and monitoring the system infrastructure during operations.



EXPERIENCE AND CREDENTIALS

Louis Williams' experience spans 20 years in the IT field and includes working with high availability 7X24 servers, networks, data retention/replication, and data storage. Mr. Williams is responsible for the automated software deployment process at Everyone Counts, the design and implementation of our corporate data retention policy, and the IT Maintenance Window. Mr. Williams technical expertise includes:

- Hardware: HP, Sun, Fujitsu, Intel, EMC, SAN, Linux, Windows Server 2008, High Availability, Tape Libraries
- Network: Cisco and Brocade switches & routers, Wireless, VOIP, WAN, VPN, Remote Access, environmental monitoring, Internet presence
- Security: Sarbanes Oxley (SOX) compliance, Intrusion Detection (IDS), Server ACL, email virus and spam monitoring, wireless security
- Server and user security, SSH, RSH, PPP, IPSEC, and WEP
- Operating Systems: Windows Server, UNIX/Linux, Red Hat, Fedora, Solaris, HP-UX, iOS
Platforms: ESX, VMware, Amazon Web Services (AWS)
- Applications: Oracle, Visio, PowerPoint, MS Project, Word, Excel, HP Open View, Netbackup, Networker
Programming: Perl, bash, Bourne, PHP, Ruby

SECTION D: EXPERIENCE AND REFERENCE SUMMARY

EVERYONE COUNTS, INC.

STATE OF NEW JERSEY	
Project name	New Jersey Statewide Voter Registration System
Name and address of client	New Jersey Division of Elections 225 West State Street, 5th Floor Trenton, NJ 08625
Client contact person (name/position/current phone number)	Robert Giles, Elections Director <i>Everyone Counts values our reference's time. Please contact us for Mr. Giles' direct contact details and availability.</i>
Period of contract	10-year contract beginning January 1, 2013
Description of services provided	Hosting, Maintenance, and Support of the New Jersey Statewide Voter Registration System. Ongoing hosting, maintenance, support, enhancements, selective redevelopment.
Size and Scope of the Contract	Everyone Counts was awarded a 10-year contract by the State of New Jersey Division of Elections to host, support, and maintain the New Jersey Statewide Voter Registration System (NJ SVRS)—supporting over 5,500,000 eligible voters. Transition of live system from the data centers and support of the former supplier of the system to a brand-new hosting environment in two (2) state-of-the-art global data centers in New Jersey and Colorado. The transition was successfully delivered in a very compressed time frame of 10 weeks from a standing start, including a private network connecting the State with the 21 Counties of NJ, who all had local servers that replicated with the central system.
Status and comments	Currently supporting 21 counties, 73 departments, and approximately 1,200 End Users, good standing

GLOUCESTER COUNTY	
Project name	New Jersey Statewide Voter Registration System—County End User, Board of Elections
Name and address of client	Gloucester County, Board of Elections 550 Grove Rd, Paulsboro New Jersey 08066
Client contact person (name/position/current phone number)	Mark Harris, Director of Election Operations <i>Everyone Counts values our reference's time. Please contact us for Mr. Harris' direct contact details and availability.</i>
Period of contract	January 1, 2013 – Current
Description of services provided	Daily Help Desk troubleshooting, networking, desktop support, development support
Size and Scope of the Contract	County user within NJ SVRS Hosting and Maintenance Contract
Status and comments	3 Departments, 20+ end users, good standing

MERCER COUNTY	
Project name	New Jersey Statewide Voter Registration System—County End User, Superintendent of Elections Office
Name and address of client	Mercer County Superintendent of Elections 640 South Broad St. Trenton NJ 08611
Client contact person (name/position/current phone number)	Catherine DiCostanzo, Superintendent of Elections/Commissioner of Registration <i>Everyone Counts values our reference's time. Please contact us for Ms. Dicostanzo's direct contact details and availability.</i>
Period of contract	January 1, 2013 – Current
Description of services provided	Daily Help Desk troubleshooting, networking, desktop support, development support
Size and Scope of the Contract	County user within NJ SVRS Hosting and Maintenance Contract

Status and comments	1 Department, 35-40+ end users, good standing
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SMALL PLAN WORKS, INC.

SHELBY COUNTY	
Project name	Shelby County Election Commission—Functionality and Specifications for EMS Replacement
Name and address of client	Shelby County Election Commission 150 Washington Ave. #200 Memphis, TN 38103
Client contact person (name/position/current phone number)	Dan McLane, Coeur Business Group Managing Partner <i>SPW values our reference's time. Please contact Everyone Counts for Mr. McLane's direct contact details and availability.</i>
Period of contract	June 2015 – January 2016
Description of services provided	SPW subcontracted to conduct external business requirements gathering; identified and diagramed elections management information flow; identified and documented operational critical success factors; identified critical process risks; and defined future state expectations.
Size and Scope of the Contract	\$35,732
Status and comments	The final was used to issue the current RFP for replacement of the voter registration and election management system.

SOUTH CAROLINA TECHNICAL COLLEGE SYSTEM	
Project name	South Carolina Technical Colleges Security Systems Assessment
Name and address of client	South Carolina Technical College System 111 Executive Center Drive Columbia, SC 29210
Client contact person (name/position/current phone number)	Dan McLane, Coeur Business Group Managing Partner <i>SPW values our reference's time. Please contact Everyone Counts for</i>

	<i>Mr. McLane's direct contact details and availability.</i>
Period of contract	February 2016 – September 2016
Description of services provided	Assisted Coeur Business Group in a Security Compliance Assessment using NIST800-53 and the SCDIS-200, and provided recommended policies, procedures and processes (PPP) for bringing each of their 17 Colleges into compliance with State mandates. Conducted Critical Success Factor interviews to understand and document business drivers and requirements, and challenges. Mapped PPP to security risks and assisted in delivering the Roadmap.
Size and Scope of the Contract	\$25,000
Status and comments	Road Map delivered and Coeur Business Group continues to support the Technical College System.

MEMPHIS AREA TRANSIT AUTHORITY (MATA)	
Project name	Management Development and Employee Training
Name and address of client	Memphis Area Transit Authority (MATA) 1370 Levee Road Memphis, TN 38108
Client contact person (name/position/current phone number)	Lawson Albritton Sr. Administrative Officer <i>SPW values our reference's time. Please contact Everyone Counts for Mr. Albritton's direct contact details and availability.</i>
Period of contract	May 2015 – March 2016
Description of services provided	SPW conducted a mini-organization assessment; designed and facilitated a series of skills and individual development workshops for mid-managers; developed and delivered customer service training to all bus and trolley operators. Managers and Supervisors were enrolled in a six-month program to enhance leadership and coaching skills. Over 300 operators were provided in depth customer service training. Executive Reports were provided on a regular schedule, and an Executive Presentation was delivered to MATA's Board of Directors at the conclusion of the series.

Size and Scope of the Contract	\$126,000
Status and comments	Customer Service satisfaction statistics are up; supervisors have been promoted; and MATA and SPW are negotiating add-on services.

SECTION E: ADMINISTRATIVE CONTRACTUAL RESPONSE

1. Who will serve as the Contractor's authorized negotiator?

Give name, title, address and telephone number of the Respondent's authorized negotiator. The person cited shall be empowered to make binding commitments for the firm and any or all of its subcontractors.

Everyone Counts' Response

Bill Kuncz is Everyone Counts' authorized negotiator and as such is empowered to make binding commitments for Everyone Counts and any or all of our subcontractors.

Title: Chief Financial Officer

Address: 4225 Executive Square, Suite 800, La Jolla, CA 92037

Phone: 1-858-427-4673 x84

Email: bill.kuncz@everyonecounts.com

2. What is the potential impact of current workload on the proposed project?

Cite specifically all major projects that require significant commitments of equipment and staff over the next twelve months.

Everyone Counts' Response

Everyone Counts is fully prepared to execute the Shelby County project with no impact of current workload on the project. Our Quality Management System (QMS) ensures that the executive staff is continually reviewing core business needs and resources needed to implement potential and current projects.

While major projects, such as New Jersey SVRS (Statewide Voter Registration System), require a significant commitment, we leverage our QMS processes, structures, and personnel resources to ensure unparalleled quality for every customer through communication, scalability, project planning, risk management, and replicability through lessons learned.

Everyone Counts has elections experience with eight (8) countries, 170 customers, 4000 elections, and 8.9 million voters. We stand ready to immediately kick off the Shelby County project upon contract award.

Additionally, Everyone Counts has partnered with Small Planet Works, Inc., a locally owned small business and a M/WBE and will leverage their understanding of Shelby County and workload.

3. What exceptions are taken to the RFP?

Everyone Counts' Response

No exceptions are taken to the RFP.

4. What specific information do you need from the County before commencing contract negotiations?

Everyone Counts' Response

Before commencing contract negotiations, we need the specific information that follows:

- Confirmation of current election schedule
- Addition of any small elections that may not be on calendar

SECTION F: TECHNICAL APPROACH AND RESPONSE

1. What is the plan of operations that is proposed?

In the response, include a brief narrative of key steps. Note specifically any operations included or excluded that may be different from others. Begin with the contract negotiation phase and continue through delivery of final products.

Everyone Counts' Response

Everyone Counts understands that successfully managing the expectations of all project stakeholders will help create a solid foundation to ensure the long term success of the Shelby County project. To successfully deliver the solution, Everyone Counts and its subcontractor Small Planet Works will work in partnership with Shelby County.

Everyone Counts' *Implementation Plan* depicts the project schedule and major plan milestones that include the following key details:

- *Contract Negotiation*
During contract negotiation, Everyone Counts and Shelby County will discuss contract terms and definitions, schedules, deliverables, and customization. The Executive Sponsor and Project Manager from Everyone Counts and the Project Administrative Lead from Small Planet Works will participate with the Shelby County project management team.
- *Team Building*
Everyone Counts' key team members have already been assigned to the Shelby County team, as detailed in Organizational and Key Staff Resumes. The primary contact for the project, Abigail Cipriano, and the Executive Sponsor, James Simmons, will ensure that the team is properly resourced and managed. As part of team building, Everyone Counts will review and update its communication plan to include feedback from the Shelby County team.
- *Product (Application)*
Everyone Counts' team in close collaboration with Shelby County's team will continue to analyze features and functions that require customization, to create design specifications, develop test plans, code, and conduct quality assurance for these features and functions.

- User Interface

Everyone Counts has matchless expertise in designing and developing user interfaces for voting demographics. To ensure the clarity and ease of navigation and use for Shelby County voters, additional user testing will be conducted to determine that potential users can seamlessly interact with the eLect VRS system.

- Database Analysis

Everyone Counts' team in close collaboration with Shelby County, will continue to analyze database features and functions that require customization, to create design specifications, develop test plans, code, and conduct quality assurance for these features and functions. A review of data hosting and connection interfaces will also be reviewed and fine-tuned.

- Data Migration

Everyone Counts' team will work with Shelby County to review the data elements to be moved from the legacy system to eLect VRS. Data examination, cleansing, validation are greatly simplified with our data processing system, Integrity Data Enforcement System (IDES), the only VRS solution in the marketplace that ensures an accurate voter list, eliminating duplicate voters and enables secure data transfer.

- Product Delivery

Using the SaaS delivery model for software delivery, there is no local, on-site software delivery. All software is accessed using standard internet browsers on our secure US hosted Amazon Web Services GovCloud servers (AWS).

- Overall System Readiness Testing

Everyone Counts will conduct its quality assurance testing prior to product delivery. Shelby County will upon delivery execute all usability and acceptance testing to ensure compliance in accordance with the specifications and requirements of Shelby County.

- Documentation Coordination

Everyone Counts will analyze the need for customization of user guides, incorporate changes as necessary, and republish.

- Go Live

Everyone Counts will release the fully customized and compliant eLect VRS application to Shelby County.

Include in your technical plan of operations your approach in completing the following items:

a) How will your product be customized for Shelby County and Tennessee requirements?

Everyone Counts' Response

Everyone Counts will partner with Shelby County to ensure eLect VRS meets County specific requirements, is interoperable with other databases, and is scalable to handle a growing voter population.

eLect VRS features a data processing system that alleviates administrative burden through its reduction of manual entry, and an automated remapping feature that saves time and decreases the chance of human error.

Everyone Counts' customization strategy:

1. Work with Shelby County to understand current process flow, business rules and requirements, and the current VR system.
2. Customize Shelby County's VRS and present for User Accepted Testing (UAT) to County.
3. Operate current VRS and eLect VRS in parallel

eLect's SaaS delivery model provides inherent flexibility and scalability, extensive configuration capabilities, and allows for the seamless expansion of services to meet future needs and legislative requirements.

b) Please provide a detailed implementation schedule.

Everyone Counts' Response

See *Implementation Plan*.

c) How will you handle migration of data from the legacy system?

Everyone Counts' Response

Everyone Counts will deliver a data conversion and migration strategy that applies best practices and ensures clear element verification. Everyone Counts works with the Department of Homeland Security to ensure processes meet highest levels of data security regulations, and all databases containing Personally Identifiable Information (PII) are encrypted to the highest security standards.

ELECT VRS INTEROPERABILITY

eLect VRS uses Representational State Transfer (REST) web services and JavaScript Object Notation (JSON) to provide real-time interoperability between systems. RESTful APIs allow for increased operability, fast performance, reliability, and the ability to grow by using reusable components that are modularly updated without affecting the entire system.

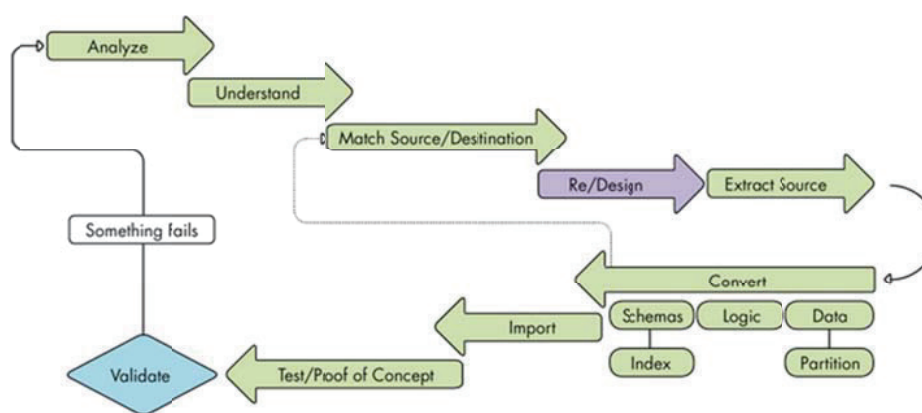
DATA MIGRATION AND VALIDATION

eLect VRS uses our proprietary Integrity Data Enforcement System (IDES), the election industry's only migration solution that ensures voter list accuracy, eliminates duplicate voters, and securely migrates data based on customizable business logic rules.

For example, while standard check-in data may be automatically transferred, the County may wish to manually adjudicate new or updated records, requests to delete a record, or other transactions that meet certain criteria. IDES may be configured to support this functionality.

After confirmation of a successful record extraction, IDES verifies the output against the original dataset and compares both versions to ensure that no voter data has been lost or compromised during conversion. After confirmation of accuracy, IDES validates the dataset and uploads it into eLect VRS.

The following diagram illustrates the IDES data migration process:



IDES Migration Process

Migration Deployment Plan

The following tasks explain the general steps involved with data migration from the County's current Voter Registration system. Best practices will be captured during this process, as well as a list of lessons learned and potential pitfalls.

<i>Planning</i>	The Project Plan covers all major milestones and associated tasks for completion and sign-off.
<i>Data definitions</i>	Everyone Counts reviews existing databases to incorporate current data sets and documents in the data dictionary.
<i>Validation of source data</i>	Everyone Counts builds a test automation suite specific to the project needs. Snapshots of the database will be taken and securely stored in the database for comparison.
<i>Mapping from source to target</i>	An automated data migration script extracts data from existing systems and applies any transformations.
<i>Data Migration</i>	Everyone Counts will move the converted data to the new system using IDES.
<i>Verification of Migrated Data</i>	The County will continue to use the legacy Voter Registration System to make changes to data and verify functionality.
<i>Resolving Duplicate/Redundant/Incomplete Records</i>	Existing code is modified or rewritten to enable future improvements.
<i>Data Migration and Conversion Testing</i>	Each module is tested to ensure scaling, load performance, and feature integration.

Confirmation of Successful Data Conversion and Migration

In any post-migration verification steps, the County should continue to use the legacy system side-by-side with the new system. Any changes to data during the transition process can be verified with the legacy system to verify functionality. When the functionality matches, the legacy system will be decommissioned. This process is expected to take between three (3) to six (6) months, depending on a number of factors including legacy system data accuracy and election officials' data transfer adjudication requirements.

REQUIREMENTS AND RESPONSIBILITIES

The following section lists the responsibilities of Everyone Counts and Shelby County during voter information migration and indicates participation by Everyone Counts, Shelby County, or both.

Project Phase	Everyone Counts	Shelby County
Discovery Phase	✓	
Data Examination	✓	✓
Method Development	✓	✓
Data Cleansing	✓	✓
Data Validation	✓	✓
Staging		✓
Migration Process	✓	
Data Conversion Module	✓	
Post-Migration Tasks	✓	✓
Switchover (Go Live)	✓	✓

d) What quality control procedures will be used to verify the accuracy, completeness, and overall integrity of the project?

Everyone Counts' Response

Everyone Counts will provide the following quality control management procedures to ensure overall project accuracy, completeness, and integrity:

COMMUNICATIONS MANAGEMENT PLAN

The Project Manager establishes communications for the duration of the project, with responsibilities that include:

- Defining project communication needs from inception
- Managing project lifecycle communication plan
- Monitoring project communications and reporting

Communication requirements will be defined during the project initiation phase by:

1. Identifying project stakeholders

2. Identifying the communication needs of each stakeholder
3. Planning communication tasks to meet these needs

Everyone Counts uses the below documentation to communicate project status:

<i>Implementation Plan</i>	The <i>Implementation Plan</i> establishes timelines and responsibilities for each required task to deliver the project.
<i>Project Risk Register</i>	The <i>Project Risk Register</i> lists risks, assesses impact and priority, and assigns stakeholders. A <i>Risk Log</i> is created after acceptance of the <i>Project Risk Register</i> .
<i>Highlight Reports</i>	Everyone Counts' Project Manager will issue a regular <i>Highlight Report</i> . The contents of the report are agreed upon in the initial project planning phase.
<i>Exception Reports</i>	The <i>Exception Report</i> assesses additional costs or resources that deviates from the approved <i>Implementation Plan</i> , and details the situation, consequences, options, and recommendations.
<i>End-Stage Reports</i>	Final reporting is provided upon the completion of each project stage.

The Communications Management Plan includes biweekly meetings and comprehensive monthly reports for all relevant stakeholders. Everyone Counts' Operations Performance Management Committee meets weekly to discuss, address, and review any relevant issues related to the project during critical phases, including:

Meeting	Format	Frequency
Progress and status of operational project plans	In-person and teleconference	Weekly
Service performance and quality	In-person and teleconference	Bi-Weekly
Project Management Office (PMO) Meetings	Teleconference	Monthly

All meeting dates and formats will be determined during contract negotiation.

QUALITY ASSURANCE PLAN

Everyone Counts' Quality Assurance (QA) processes below describe the procedures used

during development and deployment of eLect VRS:

Tools Used in the QA Process

The tools used for Quality Assurance include:

- Eclipse: Java EE IDE, Dev Emulators
- Apache JMeter: Load/Performance Web Service testing
- JIRA: Bug tracker System
- TestLink: Test Case Suite. Test case Execution/Documentation
- Proxy Web debuggers: Firebug/Developers Toolbar
- Continuous Integration Process: Development deliveries

Requirements Traceability Matrix

The Requirements Traceability Matrix creates a reference document that establishes processes that link to reference material without direct connection to large databases or multiple document management systems.

Testing Management Plan

Everyone Counts' Quality Assurance (QA) Team ensures eLect VRS functionality through comprehensive testing processes including:

- User experience, running in multiple browsers and operating configurations
- Software configuration
- Software installation and deployment
- Administrative and user experience

Code Audits

eLect VRS periodically undergoes targeted code audits to ensure changes and features are tracked in the source code. All changes have associated requirements, design documents, unit tests, formal test cases, and test plans.

Security Testing

In compliance with Department of Homeland Security guidelines, Everyone Counts routinely runs comprehensive penetration tests against production deployments to refine eLect VRS security.

Performance Testing

Everyone Counts routinely validates system performance with tools that test anticipated input volumes and database queries to ensure eLect VRS will perform as expected.

Automated Testing

Everyone Counts employs automated testing techniques that enable efficient, comprehensive, and repeatable regression tests.

e) What training, service and support will be provided?

Everyone Counts' Response

TRAINING

Everyone Counts has subcontracted with Small Planet Works, Inc. (SPW), to conduct Shelby County election official training. SPW will provide custom instructional solutions by coordinating with election officials to meet operational objectives. SPW offers optional remote training through webcasts, which can be maintained in the County's online reference library

SPW's program topics, presentation methods, and Socratic teaching method are similar to MBA programs, and involve lecture, books (read in advance of training), videos, writing exercises and role play. This unique approach ensures all participants can pick a learning style that matches how they best learn. The training sessions provide an in-depth user-friendly format for different learning styles.

The County will additionally have input on and will approve the final number of employees to be trained beyond the required 10 day instructional period for 10 administrative users.

DOCUMENTATION

Everyone Counts will provide an eLect VRS User Guide and context-sensitive help within the eLect VRS platform itself.

Everyone Counts understands that the topics to be covered in the training session and accompanying materials, the time allotted for preparation and presentation, and the actual course schedules are subject to prior approval by Shelby County.

All training modules use actual "day in the life" scenarios and include the use of real data formats from Shelby County to ensure the closest representation of the unique features for an election.

SERVICE

The software license for eLect VRS includes all upgrades and continual technical support to provide the highest levels of security, reliability, auditability, usability, and compatibility. On a contractually defined basis, software upgrades, security patches, legislative changes, and defect fixes are efficiently tracked, closely monitored, and supplied by the Everyone Counts' team.

Everyone Counts provides ongoing maintenance for the election system and all the resources necessary to assess, develop, test, and deploy application defects, enhancements, or upgrades.

SUPPORT

HELP DESK

Everyone Counts' web-based Help Desk Management feature provides the following services:

- Troubleshoot problems during Early Voting Election Day voting
- Provide information about troubleshooting general election issues
- Assist in election worker training
- View training materials
- Search for relevant topics
- Add a variety of file types, such as video or audio
- Initiate help requests and assignments

Election officials can directly contact Help Desk experts through the following two (2) methods:

- A local telephone number and a toll-free telephone number, staffed by our Project Team during support hours and on-call hours
- An email address that is monitored during support hours and on-call hours

Help Desk services are staffed during specified times with subject matter experts (SMEs) who can resolve common problems. When a request is received, a ticket number and severity level is assigned to each incident, and progress can be monitored by the County and escalated if needed.

Proposed Help Desk operating hours and response time for both telephone and email support are as follows:

- Normal Hours of Operation:
 - ☐ 8:00 AM to 6:00 PM CST, Monday through Friday during the 12 months following deployment of system
- Weekends and Holidays:
 - ☐ 8:00 AM to 6:00 PM CST on at least 12 weekend days and holidays during 2018

- Election Day Hours of Operation:
 - Everyone Counts is available to the County 24 hours a day, seven (7) days a week during a live election.

ON-SITE SUPPORT

Abigail Cipriano, Everyone Counts' dedicated project manager for Shelby County will provide on-site support for at least three (3) days of early voting during April 2018, as well as Election Day support in May, August, and September 2018.

f) Are there any technical or procedural concerns that may influence the proposed project?

Everyone Counts' Response

Everyone Counts does not anticipate any technical or procedural concerns influencing the project. This scale of software deployment may require customization or reevaluation due to unforeseen events. Everyone Counts understands this, and our *Implementation Plan* can accommodate these events if they occur.

g) What technical and production support will you require from the County?

Everyone Counts' Response

Everyone Counts requires technical and production support during the following phases of voter data migration:

- Data Examination
- Method Development
- Data Cleansing
- Data Validation
- Staging
- Post-Migration Tasks
- Switchover (Go Live)

See response one (1), *Section F: Requirements and Responsibilities*.

Everyone Counts also requires support gathering requirements during business analysis and during eLect VRS user acceptance testing.

h) If the proposed solution is hosted on the vendor's equipment, please address the following issues. For all questions pertaining to security, RESOURCES refer to all services or solutions such as applications, websites, hosting environments, maintenance of systems, etc. used to process, access, and/or host Shelby County Government election data.

Everyone Counts' Response

Everyone Counts recommends Amazon Web Services GovCloud (AWS), the hosting provider for numerous entities at all levels of federal, state, and local government. AWS serves the functions of primary, backup, redundancy, disaster recovery, and prevention. Cloud-based infrastructure has matured significantly in recent years, and now

offers a secure computing environment with significant advantages for security and performance. Hosting the primary and backup data centers in the Cloud, in an active/passive configuration, provides several advantages:

- Reduced maintenance so that many elements of the system can be maintained in a passive/offline state as long as the application is maintained and database records are synchronized in real-time
- Near limitless capacity to absorb DoS or DDoS attacks that successfully make it through the other controls
- Ability to scale capacity and performance during peak load periods as needed

GovCloud is an isolated AWS Region designed to allow US government agencies and customers to move workloads into the cloud by helping them meet certain regulatory and compliance requirements. The AWS framework allows US government agencies and their contractors to comply with U.S. International Traffic in Arms Regulations (ITAR) regulations as well as the Federal Risk and Authorization Management Program (FedRAMP) requirements. AWS has received an Agency Authorization to Operate (ATO) from the US Department of Health and Human Services (HHS) utilizing a FedRAMP accredited Third Party Assessment Organization (3PAO) for several AWS services.

Everyone Counts can offer physical data centers and on-premise hosting.

i. What security standards or specifications do the RESOURCES currently adhere to? i.e. ISO27002, COBIT, NIST, SAS, etc.

Everyone Counts' Response

AWS adheres to the following standards:

- SOC 1/SSAE 16/ISAE 3402 (formerly SAS 70)
- SOC 2
- SOC 3
- FISMA, DIACAP, and FedRAMP
- DOD CSM Levels 1-5
- PCI DSS Level 1
- ISO 9001 / ISO 27001
- ITAR
- FIPS 140-2
- MTCS Level 3

- ii. Are the RESOURCES currently compliant with the State of Tennessee Code Annotated (TCA) § 47-18-2107 requirements for Personally Identifiable Information (PII)? The selected provider will provide evidence in the form of a statement of compliance on official company letterhead, signed by an executive officer of the company prior to contract engagement.

Everyone Counts' Response

AWS complies with the State of Tennessee Code Annotated (TCA) § 47-18-2107, Release of Personal Identifiable Information (PII).

Everyone Counts, Inc. will provide a statement of compliance prior to contract engagement.

- iii. How often are Risk Assessment conducted on the RESOURCES? The selected provider will provide evidence in the form of the executive reports for the past 2 years of Risk Assessment covering the RESOURCES prior to contract engagement.

Everyone Counts' Response

AWS performs regular Risk Assessments on their data security, and conforms to ISO 27001 and ISO 27018 standards. Risk Assessment documentation will be provided prior to contract engagement.

- iv. Describe the governance, risk and compliance processes currently used to secure the RESOURCES.

- a. Do you have security and compliance policies and procedures in place applying to the RESOURCES? The selected provider will provide these policies and procedures prior to contract engagement.

Everyone Counts' Response

Refer to *Amazon Web Services: Overview of Security Processes, October 2016* in *Section H: Miscellaneous* for AWS security and compliance policies and procedures. Policies and procedures will be provided prior to contract engagement.

- b. Describe the Technical, Administrative and Physical controls in place to

protect the RESOURCES. The selected provider will be required to provide the policies applicable to the RESOURCES.

- Describe the physical infrastructure and facilities security controls in place to defend the RESOURCES.
- Describe the technical security provided in defense of the RESOURCES and data. Include the technologies and configurations utilized to protect the RESOURCES, i.e. encryption, data protection, audit log capabilities, cloud network and connections security, etc.
- Describe the administrative controls in place to defend the RESOURCES including the processes by which the people, roles and identities permitted to access the RESOURCES are controlled by the provider.

Everyone Counts' Response

AWS uses dedicated, geographically diverse, fully-redundant data centers each equipped with: RAID technology, highly-available load balancers, virtualization, and physically secured components to ensure reliability. Policies will be provided prior to contract engagement.

PHYSICAL INFRASTRUCTURE AND FACILITIES SECURITY

AWS data centers are state of the art, utilizing innovative architectural and engineering approaches. Amazon has many years of experience in designing, constructing, and operating large-scale data centers. This experience has been applied to the AWS platform and infrastructure. AWS data centers are housed in nondescript facilities. Physical access is strictly controlled both at the perimeter and at building ingress points by professional security staff utilizing video surveillance, intrusion detection systems, and other electronic means.

TECHNICAL SECURITY

AWS relies on firewalls and other boundary devices to monitor and control communications at the external boundary of the network and at key internal boundaries within the network. These boundary devices employ rule sets, access control lists (ACL), and configurations to enforce the flow of information to specific information system services. Connection to an AWS access point is enabled through via HTTP or HTTPS using Secure Sockets Layer (SSL), a cryptographic protocol that

is designed to protect against eavesdropping, tampering, and message forgery.

AWS security monitoring tools help identify several types of denial of service (DoS) attacks, including distributed, flooding, and software/logic attacks. When DoS attacks are identified, the AWS incident response process is initiated. In addition to the DoS prevention tools, redundant telecommunication providers at each region as well as additional capacity protect against the possibility of DoS attacks.

AWS S3 SSE uses one of the strongest block ciphers available – 256-bit Advanced Encryption Standard (AES-256). With AWS S3 SSE, every protected object is encrypted with a unique encryption key. This object key itself is then encrypted with a regularly rotated master key. AWS S3 SSE provides additional security by storing the encrypted data and encryption keys in different hosts. AWS S3 SSE also makes it possible to enforce encryption requirements.

ADMINISTRATIVE CONTROLS

Authorized staff must pass two-factor authentication a minimum of two (2) times to access AWS' data center floors. All visitors and contractors are required to present identification and are signed in and continually escorted by authorized staff.

AWS only provides data center access and information to employees and contractors who have a legitimate business need for such privileges. When an employee no longer has a business need for these privileges, his or her access is immediately revoked, even if they continue to be an employee of Amazon or AWS. All physical access to data centers by AWS employees is logged and audited routinely.

For more detailed information regarding the security of AWS, see *Section H: Miscellaneous*.

- c. Do you have master service and service level agreements in place applying to the RESOURCES? The selected provider will provide these policies and procedures prior to contract engagement.

Everyone Counts' Response

Everyone Counts will provide the SLA prior to contract engagement.

- v. For hosted solutions, are the RESOURCES located in data centers in the United States of America? Provide the locations for all data centers which will be used to provide the RESOURCES.

Everyone Counts' Response

All of AWS' hosting facilities and physical data centers are located geographically within the territory of the United States of America.

- vi. The selected provider will acknowledge the requirement to provide the RESOURCES which are geographically within the United States of America.

Everyone Counts' Response

Everyone Counts acknowledges this requirement.

- vii. For hosted solutions, describe the provider's exit process for the security of customer data when it is returned at the end of the contractual relationships.

Everyone Counts' Response

Upon written request from the County, Everyone Counts can return all data using a Secure File Transfer Protocol (SFTP) site, in a format usable and readable by the County.

When an object is deleted from AWS, removal of the mapping from the public name to the object starts immediately, and is processed across the distributed system within several seconds. Once the mapping is removed, there is no remote access to the deleted object. The underlying storage area is then reclaimed for use by the system.

- i) If the proposed solution is hosted on the vendor's equipment, please address the following issues. For all questions pertaining to security, RESOURCES refer to all services or solutions such as applications, websites, hosting environments, maintenance of systems, etc. used to process, access, and/or host Shelby County Government election data.

Everyone Counts' Response

Everyone Counts is in process of certifying eLect VRS with the State of Tennessee.

- j) The proposed solution must include a security module application for administrator to control user access, assignment of specific roles and rules for specific functions.

Everyone Counts' Response

eLect VRS' security module provides administrators access to the system's settings, role management, adjustable permissions, and reporting capabilities. Access control is highly restricted by user role and permissions; only users previously approved by the County are granted this level of access. Within this group of approved administrators, login access levels are configurable by function and precinct.

A role and permission based system maintains security by restricting access to sensitive data and by monitoring all activity. Unauthorized users cannot gain access and lower security users are granted Read-Only privileges.

The following table provides a brief overview of password rules by user type:

User Type	General Rules
Super Users	Super users are required to have high-security passwords of 12 to 16 characters, including special characters, along with a secondary form of authentication, such as a certificate, in addition to the requirements configured into the system for periodic mandatory changes. These users are generally reserved for Everyone Counts' personnel.
Administrative	Administrative users can change their own passwords; however, configuration controls allow only super users to determine the parameters and rules pertaining to password constraints. Administrative users can also specify password criteria for lower users with limited access including:

	• Password length • Alphanumeric criteria • Password aging criteria • Historical user information • Maximum number of failed logins • User inactivity logout time
Non-Administrative	Non-administrative users can use the online password reset tool or call the Help Desk to have their password reset.
Temporary Workers	Temporary workers can be issued temporary credentials.

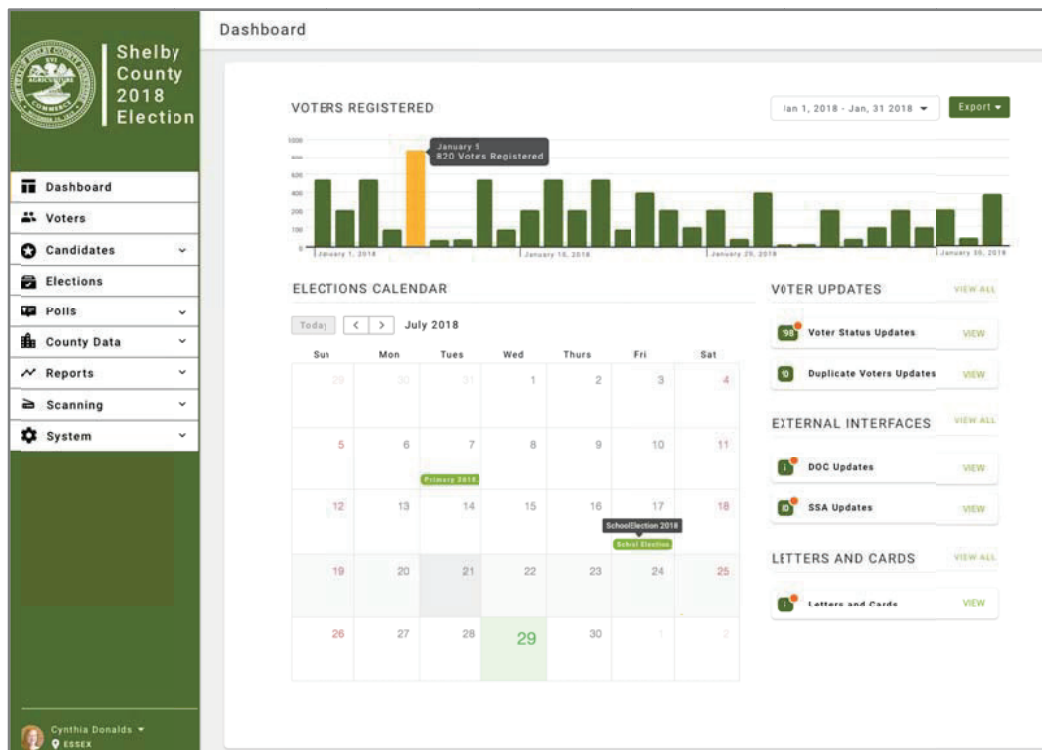
SECTION G: BUSINESS REQUIREMENTS

GENERAL REQUIREMENTS FOR ALL MODULES

eLect VRS exceeds the requirements of Shelby County with the following attributes:

- Unparalleled security that meets new Department of Homeland Security best practices requirements
- Multiple levels of security with no single point of failure
- Modern standards for reliability
- Interoperability with advanced technologies, operating systems, and browsers
- Best practices in software design and development
- Optimal levels of support and service
- Data synchronization and standardization with increased capacity

The eLect VRS architecture includes extensive automation and configuration management tools that automate and control configuration changes and software deployments. Driving the simple and intuitive dashboard is a powerful engine built on the keystones of flexibility, scalability, reliability, accuracy, interoperability, and performance. Our best in class functionality is described in the sections that follow.



eLect VRS: Dashboard

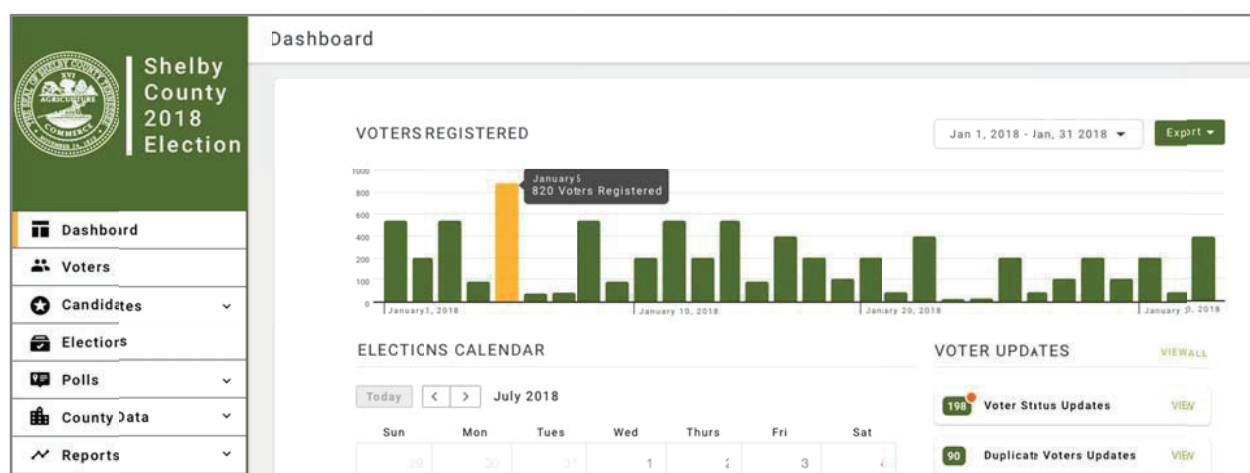
MATCHLESS CAPACITY AND EXPANDABILITY

All components of eLect VRS —application, database, device, network bandwidth, and hosting—have additional capacity to handle future functional and non-functional system requirements. Additionally, the fully-virtualized infrastructure and horizontal scalability of database and application nodes allow for rapid and massive scaling to more than:

- Twenty million voter records
- 1200 concurrent users

Our platform-neutral technology stack provides exceptional flexibility to grow and evolve the solution. The use of a micro-services architecture and NoSQL database engine supports faster development, more reliable code integration, higher-coverage automated testing, and less database administration time.

CUSTOMIZED FOR SHELBY COUNTY



eLect VRS: Customized Dashboard with Calendar

Everyone Counts will customize eLect VRS to meet the specific needs and requirements of Shelby County, including integration with ExpressPoll, GEMS election management and ballot tabulation system, and VC Programmer. Our system integrates Google Calendar into its interface and business rules management system to schedule and notify users and election officials of important dates and events, ensuring that they never miss a key election deadline.

SECURE HOSTING

Everyone Counts recommends hosting on Amazon Web Services GovCloud (AWS), an infrastructure web services platform in the cloud that is designed for the regulatory and compliance requirements of U.S. government agencies. AWS restricts physical and logical access to U.S. persons and provides FIPS 140-2 endpoints. It offers a secure computing environment with significant advantages for performance, compute capacity, networking, storage, analytics, application services, management tools, and support.

Hosting the data center in the cloud in an active/passive configuration provides several advantages:

- Reduced maintenance as many elements of the system can be maintained in a passive/offline state
- Near limitless capacity to absorb DoS or DDoS attacks that successfully make it through the other controls put in place
- Ability to scale capacity and performance during peak load periods

STREAMLINED REDISTRICTING WITH GIS

eLect VRS offers streamlined redistricting with GIS. Election officials can map a specific voter to latitude and longitude coordinates rather than to an address. The coordinates are mapped to the assigned voting districts, eliminating issues with voting district lines.

INTUITIVE VOTER SEARCH

A powerful voter search display in eLect VRS quickly searches across all modules for all voter records: active, inactive, canceled, pending, temporary, and underage. The clipped signature image of the voter is stored and indexed by eLect VRS for fast retrieval in the voter, absentee, petition, and electronic poll book export files.

☐	Status	Voter ID	Voter Name	Date of Birth	Residence Address	Municipality Ward District	Postal Municipality	Party Affiliation	Active Request Type	Mil/Overseas Status	
☐	Active	0890234892	David Smith	01/04/1954	St. Marys Church 123 Overlook Road Cedar Grove, ST 07009	Belleville-01-01	Belleville	Democratic	Single	Citizen Overseas	View Update More
☐	Active	547894328	John Doe	06/22/1968	City Hall 1 Main Street Newark, ST 07107	Belleville-01-01	Belleville	Democratic	Annual		View Update More
☐	Deleted	437894375	Rick Mason	02/02/1980	JFK Middle School 13 FRANKLIN ST BLOOMFIELD, ST 07003	Belleville-01-01	Belleville	Republican	Single		View Update More
☐	Pending	023842394	Sarah Steppe	12/15/1975	Orange Play House 47 WOODS END RD WEST ORANGE, ST 07052	Belleville-01-01	Belleville	No Party Affiliation	Annual	Activated National Guard Member	View Update More

eLect VRS: Voter Search

SMART REPORTING

eLect VRS offers smart reporting allowing for the consolidation of data sets, expedited EAVS reporting, and generation of real-time or scheduled reports and base reports with customizable filter criteria. It generates voter lists for the GIS staff for precinct voters with nonstandard residence addresses.

AUTOMATED INTEROPERABILITY

eLect VRS automates many of the repetitive tasks that are required of election officials, including interoperability with outside data management resources, such as the National Change of Address (NCOA), Electronic Registration Information Center (ERIC) database, Department of Motor Vehicles, Social Security Administration (SSA), and other such agencies. The end result is simplification, increased efficiency, and increased accuracy in voter communication and management.

Everyone Counts' innovative Integrity Data Enforcement System (IDES) process identifies and processes voter duplicate matches within the county and state. It also processes deceased, felon, Department of Safety, and National Change of Address (NCOA) matches, significantly reducing the need for manual adjudication.

SYSTEM RESILIENCE

To maintain system resilience, Everyone Counts uses Kubernetes—an open-source platform for automating deployment, scaling, and operations of application containers across clusters of hosts, providing container-centric infrastructure. If an API experiences a failure, the fault tolerance system brings it back up without requiring 24x7 supervision or monitoring by IT or system operations personnel.

CRITICAL INFRASTRUCTURE DEPENDABILITY

The Department of Homeland Security (DHS) recommends implementing safeguards to prevent targeted cyber attacks. By leveraging commercially available and built-in security capabilities at the application, device, network, and server layers, eLect VRS solution allows for automatic and modular enhancements to the overall security architecture to meet evolving DHS Critical Infrastructure standards.

Requirement		Required	Optional
1.	Provide a voter registration system that allows for two million voter records and ten million voter participation/history records.	x	
Everyone Counts' Response eLect VRS complies.			
2.	Sufficient capacity to allow for 120 concurrent users.	x	
Everyone Counts' Response eLect VRS complies.			
3.	Minimize key strokes and number of screens required for basic functions.		x
Everyone Counts' Response eLect VRS complies.			

4.	Create groups with job functions and provide user ability to assign passwords by job/function.	x	
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Everyone Counts' Response

eLect VRS complies.

5.	A COTS solution is preferred.	x	
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Everyone Counts' Response

eLect VRS complies.

6.	Utilize OCR/ICR wherever possible but primarily within voter registration and absentee modules		x
Everyone Counts' Response			
eLect does not comply.			
7.	Apply general business rules to all transactions but allowing for supervisor override if required.	x	
Everyone Counts' Response			
eLect VRS complies.			
8.	Scan and store all documents received from voters, polling places, candidates, etc.	x	
Everyone Counts' Response			
eLect VRS complies.			
9.	Scan and store all returned mail.	x	
Everyone Counts' Response			
eLect VRS complies.			
10.	Include the ability to maintain or attach notes to records.		x
Everyone Counts' Response			
eLect VRS complies.			
11.	Automatically assign ID number for new records.	x	
Everyone Counts' Response			
eLect VRS complies.			
12.	Maintain currently assigned ID number for existing records.	x	

Everyone Counts' Response

eLect VRS complies.

13.	Provide easy to use data transfer capability.	x	
Everyone Counts' Response			
eLect VRS complies.			
14.	Provide the ability to import/export files to multiple state and county systems.	x	
Everyone Counts' Response			
eLect VRS complies.			
15.	Operating system Windows 7 or Windows 10 (PC Refresh)	x	
Everyone Counts' Response			
eLect VRS complies.			
16.	Training and test module	x	
Everyone Counts' Response			
eLect VRS complies.			
17.	The proposer must provide a software solution which supports data access log auditing.	x	
Everyone Counts' Response			
eLect VRS complies.			
18.	The proposer must provide a method to view, report and export audit logs.	x	
Everyone Counts' Response			
eLect VRS complies.			
19.	The proposer must provide a software solution which stores application data in encrypted format. (addresses § 47-18-2107		x

(a)(1) rendering the data to not be “personal information”)		
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Everyone Counts’ Response

eLect VRS complies.

20.	The proposer must provide a software solution that is free of known vulnerabilities and which is under continuing development for the purpose of addressing newly discovered security vulnerabilities. Describe the current development schedule and the last 2 years of update provision.	x	
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Everyone Counts’ Response

eLect VRS complies. See *Implementation Plan*.

eLect VRS is in development and has regular releases every three weeks. After UAT, eLect VRS will assume a quarterly release schedule with permission from the County.

PRECINCT/DISTRICT ASSIGNMENT AND ADDRESS CONFIRMATION

A powerful feature of the eLect VRS system is its ability to streamline redistricting by simplifying operations, reducing time, and increasing efficiency. The VRS database standardizes the residence and mailing address for every voter in real time. The GIS geo-codes voters to latitude and longitude coordinates based upon each voter's residence address. The x/y coordinates are then utilized to assigned voting districts, eliminating issues with voting district lines and streamlining redistricting. The COTS GIS system generates shapefiles that assign and reassign the precinct for voters and locations. GIS users can test, change, and retest the GIS precinct and district polygons and apply the shapes multiple times, creating, combining, renaming, and deleting both precincts and splits from the County GIS.

Requirement		Required	Optional
21.	Interface with existing Shelby County GIS system to assign addresses to voters and manage precincts is preferred.		x
Everyone Counts' Response eLect VRS complies.			
22.	A block range system will not disqualify a proposal but a point based GIS application is strongly preferred.		x
Everyone Counts' Response eLect VRS complies.			
23.	Ability to standardize mailing addresses with USPS either real time or batch at night.	x	
Everyone Counts' Response eLect VRS complies.			
24.	Ability to create, combine, rename, duplicate and delete precincts	x	

using COTS GIS technology.

Everyone Counts' Response

eLect VRS complies.

25.	Ability to create, renumber, duplicate or delete splits within precincts using COTS GIS technology.	x	
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Everyone Counts' Response

eLect VRS complies.

26.	Redistricting and test module.	x	
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Everyone Counts' Response

eLect VRS complies.

VOTER REGISTRATION

VOTER SEARCH

One of the most modern features of eLect VRS is its intuitive voter search. Its predictive functionality increases search speed and reduces manual errors. User-filtered criteria refines searches and Soundex phonetic searches eliminate spelling issues.

Status	Voter ID	Voter Name	Date of Birth	Residence Address	Municipality - Ward District	Postal Municipality	Party Affiliation	Active Request Type (s)	MI/Overseas Status
Active	0890234892	David Smith	01/01/1954	St Marys Church 123 Overlook Road Cedar Grove ST 07009	Bellevue-01-01	Bellevue	Democratic	Single	Citizen Overseas
Active	5437894328	John Doe	06/2/1968	City Hall 1 Main Street Newark ST 07107	Bellevue-01-01	Bellevue	Democratic	Annual	
Deleted	4327894375	Rick Mason	02/02/1980	JFK Middle School 13 FRANKLIN ST BLOOMFIELD, ST 07003	Bellevue-01-01	Bellevue	Republican	Single	
Pending	0243842394	Sarah Stepp	12/1/1975	Orange Play House 47 WOODS END RD WEST ORANGE, ST 07052	Bellevue-01-01	Bellevue	No Party Affiliation	Annual	Activated National Guard Member
Active	8843040017	Martin Chan	10/05/1989	JFK Middle School 13 FRANKLIN ST BLOOMFIELD, ST 07003	Bellevue-01-01	Bellevue	Republican	At	
Active	0234895029	Erica Garcia	01/01/1954	City Hall 1 Main Street Newark ST 07107	Bellevue-01-01	Bellevue	Democratic	Single	
Deleted	0144384829	Patrick Steine	06/2/1968	St Marys Church 123 Overlook Road Cedar Grove ST 07009	Bellevue-01-01	Bellevue	Republican	Annual	Citizen Overseas
Deleted	0473827364	Karen Martin	02/02/1980	St Marys Church 123 Overlook Road Cedar Grove ST 07009	Bellevue-01-01	Bellevue	Democratic	At	
Pending	0432399534	William Erikson	12/1/1975	City Hall 1 Main Street Newark ST 07107	Bellevue-01-01	Bellevue	No Party Affiliation	Single	
Active	0333948273	Robert Mosby	10/01/1989	Orange Play House 47 WOODS END RD WEST ORANGE, ST 07052	Bellevue-01-01	Bellevue	Democratic	Annual	

eLect VRS: Voter Search Screen

eLect VRS Voter Search allows authorized election officials to search by the following data types:

- Any portion of the voter's name, including combinations of the first, middle, or last name
- Date of birth, including month, day, year, or any portion thereof
- Social Security Number
- Any portion of the voter's street address, including the house number, street name, type, city, zip code

Search Filters											
☐	Status	Voter ID	Voter Name	Date of Birth	Residence Address	Municipality Ward District	Postal Municipality	Party Affiliation	Active Request Type (s)	Mil/Overseas Status	
☐	Active	0810234892	David Smith	01/04/1954	St. Marys Church 123 Overlook Road Cedar Groove ST 0709	Belleville-01-01	Belleville	Democratic	Single	Citizen Overseas	View Update More
☐	Active	5417894328	John Doe	06/22/1968	City Hall 1 Main Street Newark ST 07107	Belleville-01-01	Belleville	Democratic	Annual		View Update More
☐	Deleted	4317894375	Rick Mason	02/02/1980	JFK Middle School 13 FRANKLIN ST BLOOMFIELD, ST 0703	Belleville-01-01	Belleville	Republican	Single		View Update More
☐	Pending	0213842394	Sarah Steppe	12/15/1975	Orange Play House 47 WOODS END RD WEST ORANGE, ST 07052	Belleville-01-01	Belleville	No Party Affiliation	Annual	Activated National Guard Member	View Update More

eLect VRS: Voter Search

VOTER REGISTRATION MODULE

Unparalleled security, automated data processes, and an easy to use interface all contribute to the best in class status of eLect VRS Voter Registration Module. Not only does it enable authorized election officials to add or change voter registration records, it records the status and status date change for every voter, including active, inactive, canceled, pending, temporary, and underage voter records.

The module also seamlessly tracks both standard and nonstandard residence address information and the NVRA source and method of delivery for each registration record. Additionally, eLect VRS perpetually retains all voter registration records including changes, capturing all of the voter details provided on the registration form for the State of Tennessee in the order presented on the printed voter registration form.

The Voter Registration Module automatically registers a voter in compliance with the business rules of the County and assign the precinct based on the GIS system shapefiles. The authorized user can then proof a batch of registration records or those registration records selected at random and generate identification cards in batch or individually.

With a simple selection, election officials can view all of the voters registered at a given address and select the individual voter record to display the voter details unless the record is confidential or protected. As voters register or re-register, the XML file feed is automatically updated to the county-maintained website.

LIST MAINTENANCE MODULE

Using the eLect VRS List Maintenance Module, election officials can process new or updated voter registration records from the Tennessee Online Voter Registration System that is currently under development. The module can also perform voter matches within the county and state for duplicates and for deceased, felon, DMV, and NCOA matches.

IMAGING CAPABILITY

With unprecedented imaging capability, election officials can use eLect VRS to capture, store, and display the clipped signature image of the voter for fast retrieval in the voter, absentee, petition, and electronic poll book export files. In addition, the image of the completed registration form and the image

Section G: Business Requirements:

Voter Registration

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of any correspondence sent to or returned by the voter can be captured, stored, and displayed.

CROSS MODULE LINKING

eLect VRS's interoperability allows election officials to cross into other modules whenever a voter record is linked with a supplementary record. This includes the petition signer, poll worker, and candidate modules. The system enables election officials to generate, view, and print reports to include the biannual EAC EAVS issued in accordance with the NVRA; voter registration rejection notification, appeal form, information sheet; and identification cards.

CORRESPONDENCE TRACKING

With a design that frees election officials from tasks most efficiently performed by technology, eLect VRS tracks the date, time, and mailing and return dates for correspondence. Election officials can also view the cancellation lists for another state whenever a voter registers to vote in Shelby County the XML file feed to the County-maintained website.

Requirement		Required	Optional
27.	Search on name, date of birth, voter ID number, SSN, street address	x	
Everyone Counts' Response eLect VRS complies.			
28.	View all voters with a particular address	x	
Everyone Counts' Response eLect VRS complies.			
29.	Allow some registrations to be protected from disclosure to all but supervisors	x	
Everyone Counts' Response eLect VRS complies.			
30.	Ability to enter and/or update voter registrations	x	
Everyone Counts' Response eLect VRS complies.			
31.	Print ID cards both individually and as a batch process.	x	
Everyone Counts' Response eLect VRS complies.			
32.	Track the source of the application – NVRA agency	x	
Everyone Counts' Response eLect VRS complies.			
33.	Track whether registration is in-person or by mail	x	

Everyone Counts' Response

eLect VRS complies.

34.	Maintain records in perpetuity.	x	
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Everyone Counts' Response

eLect VRS complies.

35.	Track voter status – currently active, inactive, cancelled, pending, under 18, etc.	x	
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Everyone Counts' Response

eLect VRS complies.

36.	Ability to view potential duplicates and select record to update.	x	
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Everyone Counts' Response

eLect VRS complies.

37.	Data fields in the same order as the voter registration application		x
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Everyone Counts' Response

eLect VRS complies.

38.	Accept and record voters with a status of Under 18, applying different business rules depending upon precinct split.	x	
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Everyone Counts' Response

eLect VRS complies.

39.	Automatic precinct assignment using COTS GIS technology.	x	
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Everyone Counts' Response

eLect VRS complies.

40.	Capture all information on a Tennessee Voter Registration Application.	x	
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Everyone Counts' Response

eLect VRS complies.

41.	Automatically send notifications to voters whose applications are rejected. Include appeal form, restoration of rights form and restoration of rights information sheet as required.	x	
Everyone Counts' Response			
eLect VRS complies.			
42.	Segregate deficient voter registration applications and automatically generate notice to the voter.	x	
Everyone Counts' Response			
eLect VRS complies.			
43.	Apply business rules to void any applications not perfected by the deadline.		x
Everyone Counts' Response			
eLect VRS complies.			
44.	Provide signature clipping.	x	
Everyone Counts' Response			
eLect VRS complies.			
45.	Store most current signature image.	x	
Everyone Counts' Response			
eLect VRS complies.			
46.	Facilitate automatic signature clipping		x
Everyone Counts' Response			
eLect VRS complies.			
47.	Archive all signature images.		x

Section G: Business Requirements:

Voter Registration

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Everyone Counts' Response

eLect VRS complies.

48.	Maintain an activity log of all correspondence between voter and SCEC.	x	
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Everyone Counts' Response

eLect VRS complies.

49.	Capture and store all forms and correspondence received from the voter.	x	
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Everyone Counts' Response

eLect VRS complies.

50.	Note all correspondence SCEC sends to the voter sends to the voter in the log.	x	
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Everyone Counts' Response

eLect VRS complies.

51.	View images of all documents sent to the voter.		x
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Everyone Counts' Response

eLect VRS complies.

52.	View log of petitions voter has signed.		x
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Everyone Counts' Response

eLect VRS complies.

53.	Ability to assign special circumstances to a voter record – Federal Voter, Non-Traditional Address, etc., Must Vote In Person	x	
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Everyone Counts' Response

eLect VRS complies.

54.	Automatically remove the Must Vote in Person flag when voter history is updated.	x	
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Everyone Counts' Response

eLect VRS complies.

55.	When mail is returned by the post office as undeliverable, change the voter status to inactive and scan and store the returned item.	x	
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Everyone Counts' Response

eLect VRS complies.

56.	Automatically apply a random flag to applications for required SCEC audit once each quarter.		x
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Everyone Counts' Response

eLect VRS complies.

57.	Automatically generate reports of voters who report a previous out of state registration address.	x	
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Everyone Counts' Response

eLect VRS complies.

58.	Automate the creation of an export file of voter registration records in XML format for posting to a web server.		x
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Everyone Counts' Response

eLect VRS complies.

59.	Interface with State online voter registration and voter record management. (State system under development.)	x	
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Everyone Counts' Response

eLect VRS complies.

VOTER HISTORY

Making full use of modern technologies, Everyone Counts' eLect VRS ensures that all voter history is seamlessly exported from the poll books to eLect VRS where it is imported, stored, and accessible to authorized election officials.

The voter participation history is available for an unlimited number of elections and includes the following information:

- Voting method used:
 - Early voting ballots
 - Ballots at the polls
 - Absentee ballots
 - Provisional ballots
- Where voters cast their ballots, including:
 - Early voting sites
 - Election day poll stations
- Precinct split
- Party selected in primary elections

Requirement	Required	Optional
60. Record voter participation by method, location, and precinct split, and for primary, party selected for a minimum of 10 years.	x	

Everyone Counts' Response

eLect VRS complies.

61. Record voter participation by method, location, and precinct split for primary, party selected for a minimum of 20 years.		x
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Everyone Counts' Response

eLect VRS complies.

ADDRESS VERIFICATION

Using extensive process automation, eLect VRS performs address verification procedures with accurate, real time responses. Our system generates voter lists for the GIS staff with nonstandard residence address data so the staff can assign voters precincts. The system also generates address verification reports with the names of voters who have been inactive during a period of four years so the staff can mail them notification cards. eLect VRS also generates address verification reports for voters whose status changed from active to inactive or canceled and from inactive to canceled.

With predictive functionality that increases search and response speed, eLect VRS performs updates to voter records, automatically inactivating voters who were mailed but never returned notification cards for activity failure within a four year period of time. The system also updates voter records to automatically cancel voters who were inactive between two federal elections.

Requirement	Required	Optional
62. Flag registrations that provide residence locations that are not shown as dwellings for further investigation using COTS GIS technology.	x	

Everyone Counts' Response

eLect VRS complies.

63. Facilitate the tracking of voters who have had no activity for four years.	x	
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Everyone Counts' Response

eLect VRS complies.

64. Generate the required notice to a voter whose status is being changed to inactive and indicate that the notice was sent on the voter activity log.	x	
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Everyone Counts' Response

eLect VRS complies.

65.	Change the status of inactive to cancelled if the voter has not participated in two federal elections since the status change to inactive.	x	
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Everyone Counts' Response

eLect VRS complies.

66.	Generate reports of all cancelled voters.	x	
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Everyone Counts' Response

eLect VRS complies.

67.	Generate reports of all inactive voters	x	
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Everyone Counts' Response

eLect VRS complies.

68.	Generate reports of active to inactive, inactive to cancelled, active to cancelled.	x	
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Everyone Counts' Response

eLect VRS complies.

ELECTION MANAGEMENT

eLect VRS when compared to legacy systems demonstrates faster performance, more reliable code integration, and simplified database administration. A stand-out capability is that authorized election officials can enter or change an election definition for ballot typing and qualifying the voters at the election. Details that can be entered or changed include: election name and date; election type; key dates associated with the election including the start and end of all voting; and jurisdictions.

With unmatched interoperability, eLect VRS can interface with multiple systems, including the GEMS ballot tabulation system; VC Programmer, which creates the voter's smart card for ballot activation; and ExpressPoll Poll Book, which offer details about an election, voters, signatures, precincts, consolidations, locations, and street names.

Requirement	Required	Optional
69. Ability to define an election by name, date, voting period. Record start and end dates/times for all types of voting.	x	

[Everyone Counts' Response](#)

eLect VRS complies.

70.	Ability to have more than one active election at a time.	x	
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[Everyone Counts' Response](#)

eLect VRS complies.

71.	Assignment of specific districts/offices and precincts to the election.	x	
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[Everyone Counts' Response](#)

eLect VRS complies.

72.	Ability to link with third party vendors such as electronic poll books, ballot styles.	x	
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[Everyone Counts' Response](#)

eLect VRS complies.

NON ELECTION DAY VOTING

Designed for optimal and ongoing use of best-of-class technology, eLect VRS performs critical election management procedures reliably and efficiently. For non-election day voting, eLect manages all categories of voters:

- UOCAVA voters
- Voting by mail
- Nursing home voters
- Permanent absentee voters
- Voters who participate in all non-election day voting
- eLect VRS's superior capabilities for each of these categories is described in the sections that follow.

UOCAVA

Secure and auditable, eLect VRS provides election officials who manage UOCAVA voters with the tools to add, change, or remove temporary UOCAVA status as required by the registrant, federal, or Tennessee business rules. eLect VRS automatically and accurately transmits UOCAVA voter information to the State of Tennessee through the required state interface. The eLect VRS system then seamlessly mails, emails, or faxes ballots to all UOCAVA voters, depending on their preferences in accordance with the MOVE Act.

With the ease only modern technology can provide, eLect VRS standardizes the residence or mailing address of the UOCAVA voter and assigns the correct ballot style based on the address. The system also captures and records information about the ballot provided to each UOCAVA voter, including details about dates for voter application, ballot mailing, and ballot return, and about the inability for early voting when a UOCAVA voter has a ballot in play.

Requirement		Required	Optional
73.	Ability to add temporary voters under UOCAVA	x	

[Everyone Counts' Response](#)

eLect VRS complies.

74.	Ability to email UOCAVA voters individually	x	
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[Everyone Counts' Response](#)

eLect VRS complies.

75.	Routine to inactivate temporary voters under defined business rules	x	
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Everyone Counts' Response

eLect VRS complies.

76.	Automatically assign ballot style based on residence and party	x	
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Everyone Counts' Response

eLect VRS complies.

MAIL VOTERS

eLect VRS simplifies critical, complex tasks, reducing error, increasing efficiency, and ensuring security. Thoughtfully designed, the system manages voting by mail by standardizing the residence or mailing address and capturing and recording data about the ballot. Information includes dates when a mail-in ballot was applied for, mailed, and returned, and ensures that the voter is unable to vote early when a mailed-in ballot is in play.

To ensure accuracy for voting by mail, the eLect VRS system generates bar coded labels for mailing of ballots and rejection letters for both the application and returned deficient ballot. Reporting technology generates daily reports and export files for public consumption. Our intelligent system also imports applications for absentee ballot submitted online and automatically updates voter participation history after each election.

Requirement		Required	Optional
77.	Ability to track absentee ballots from the request of the application, receipt of the application, mailing of the ballot through receipt of the ballot.	x	

Everyone Counts' Response

eLect VRS complies.

78.	Standardize US addresses with USPS.	x	
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Everyone Counts' Response

eLect VRS complies.

79.	Automatically generate labels and reports in precinct order so ballots can be produced and ballots mailed.	x	
Everyone Counts' Response			
eLect VRS complies.			
80.	Assign/create bar code on documents to facilitate tracking.		x
Everyone Counts' Response			
eLect VRS complies.			
81.	Flag voters with an absentee ballot in play, so that they cannot check in with early voting or on election day.	x	
Everyone Counts' Response			
eLect VRS complies.			
82.	Generate a daily end of day report for all ballots received that day by type.	x	
Everyone Counts' Response			
eLect VRS complies.			
83.	Automatically issue rejection letters for defective applications.	x	
Everyone Counts' Response			
eLect VRS complies.			
84.	Create/export a file of voters whose ballots were not returned for required notification.	x	
Everyone Counts' Response			
eLect VRS complies.			
85.	Update voter participation when ballot is received.	x	

Everyone Counts' Response

eLect VRS complies.

86.	Automatically generate notifications to the voters if ballots were not received.	x	
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Everyone Counts' Response

eLect VRS complies.

87.	Ability to communicate with voters via email		x
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Everyone Counts' Response

eLect VRS complies.

88.	Ability to interface with on-line ballot request		x
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Everyone Counts' Response

eLect VRS complies.

NURSING HOME VOTERS

Making voting accessible from anywhere possible, eLect VRS manages nursing home voting, providing the ability to schedule nursing home visits with the administrator of the nursing home, to record the ballot being issued to each voter at a nursing home, and to automatically update the voter participation history after each election.

Requirement		Required	Optional
89.	Generate required letters to nursing home administrators.	x	

Everyone Counts' Response

eLect VRS complies.

90.	Schedule nursing home visits	x	
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Everyone Counts' Response

eLect VRS complies.

91.	Record voter participation.	x	
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Everyone Counts' Response

eLect VRS complies.

PERMANENT ABSENTEE VOTERS

The most versatile and robust VRS program available, eLect VRS manages permanent absentee voters to include the capability to generate labels and reports for all permanent absentee voters, and then track as if they were any other mail voter.

Requirement		Required	Optional
92.	Generate labels and report for all permanent absentee voters. Once generated, track as if they were any other mail voter.	x	

Everyone Counts' Response

eLect VRS complies.

EARLY VOTING

eLect VRS completely solves a critical but challenging category of voting for Shelby County. With unparalleled security, data integrity, auditing, early voting can proceed with ease for election officials and voters. The system is capable of changing the voter's name and address at each early voting site in compliance with TN Fail Safe procedure and can generate a ballot application with the voter's name, address, precinct, ballot style and required affidavit. Because of its ability to seamlessly integrate with other systems, eLect VRS can connect to the ES&S GEMS VC Programmer to automatically create voter access cards, which allows the voting machine to bring up the correct ballot. The system dynamically and automatically produces statistical reports showing date, time, and location of early voters and does this automatically at preset times and on demand, producing a statistical report that displays date, time and location of early voters.

Requirement		Required	Optional
93.	Record voter participation at each EV location recording date, time, and site.	x	

Everyone Counts' Response

eLect VRS complies.

94.	System must interface with Early Voting, allowing users at Early Voting locations to change voters name, address in compliance with TN Fail Safe procedures.	x	
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Everyone Counts' Response

eLect VRS complies.

95.	If system is used to check in early voters, system must generate a ballot application that includes voter name, address, precinct, ballot style and required affidavit.		x
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Everyone Counts' Response

eLect VRS complies.

96.	System must interface with ES&S GEMS system to automatically create voter access cards allowing the voting machine to bring up the correct ballot.	x	
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Everyone Counts' Response

eLect VRS complies.

97.	Produce statistical reports showing date, time, location of early voters automatically at pre-set times.		x
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Everyone Counts' Response

eLect VRS complies.

98.	Produce statistical report upon demand showing date, time and location of early voters.	x	
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Everyone Counts' Response

eLect VRS complies.

ALL NON-ELECTION DAY VOTING

eLect VRS reporting is automated, which dramatically reduces time and errors. Our system creates reports and exports for public consumption and posting to the web, which includes all voters who participated in all non-election day voting day.

Requirement		Required	Optional
99.	Generate a publicly disclosable report of voters who voted that day in a .pdf format and an editable format – text or .xlsx	x	

Everyone Counts' Response

eLect VRS complies.

100.	Automatically post the reports to the web.		x
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Everyone Counts' Response

eLect VRS complies.

ELECTION DAY VOTING

Superior to any other VRS system, eLect VRS provides Shelby County with multiple levels of security with no single point of failure, data encrypted at rest and in transit, and an interface that is simple to navigate and use. Moreover, Everyone Counts' system's superior interoperability allows it to interface with the ExpressPoll system to export all of the required files for the election, including the election details, voter participation details, signature images, precincts, consolidations, locations, change of address, and street address ranges. Additionally, eLect VRS posts it all to the record of each voter's participation and saves it for an unlimited time.

For provisional voting, the system imports the necessary data into the Provisional module; this allows staff to review, accept or reject the provisional ballots cast on Election Day.

Requirement		Required	Optional
101.	Accept data from electronic poll books regarding change of name and address	x	

Everyone Counts' Response

eLect VRS complies.

102.	Accept data from electronic poll books regarding provisional voters. See detail in provisional tracking	x	
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Everyone Counts' Response

eLect VRS complies.

PROVISIONAL TRACKING

Key to provisional tracking, eLect VRS automatically tracks and logs all activity with unparalleled security that aligns with Department of Homeland Security best practices. eLect VRS manages election day provisional tracking after Express Poll logs provisional voting. It does this by processing the voter participation logs, flagging each voter record as provisional, and recording the precinct where these voters cast ballots. If a voter record is not found, eLect VRS creates a placeholder for the provisional voter record, organizing it with the precinct where the vote was cast.

With dynamic transparency, eLect VRS tracks progress by reporting the number of records for each of the following categories:

- Waiting for examination
- Researched
- Accepted
- Rejected

For provisional voters whose ballots are rejected, the system notifies them by sending a notification letter and including a blank voter registration form.

Election officials are able to research provisional ballots by examining records and making notations if the appropriate paperwork has not been received. Officials can also flag records for the state to review; determine if a provisional ballot is accepted or rejected; and activate the voter record as required.

Requirement	Required	Optional
103. Create a record of each voter who votes provisionally for each election by accepting data from electronic poll book. Compare to voter registration record and flag matches by precinct.	x	

[Everyone Counts' Response](#)

eLect VRS complies.

104. Change status of provisional voter to active if required	x	
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[Everyone Counts' Response](#)

eLect VRS complies.

105.	Record voter history if appropriate.	x	
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Everyone Counts' Response

eLect VRS complies.

106.	Track provisional ballots through the research period.	x	
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Everyone Counts' Response

eLect VRS complies.

107.	Record which paperwork has been received from the polling place and which is missing.	x	
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Everyone Counts' Response

eLect VRS complies.

108.	Record records that are sent to the State for review.	x	
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Everyone Counts' Response

eLect VRS complies.

109.	Record acceptance/rejection for each ballot. Automatically generate letters for those rejected and include VR form if required.	x	
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Everyone Counts' Response

eLect VRS complies.

POLLWORKER MANAGEMENT

Ensuring the consistency, efficiency, and integrity of poll worker activities is among the most beneficial aspects of eLect VRS. The system allows the authorized election official to create a poll worker record with or without a corresponding voter registration record. Once created, the poll worker's records include details such as the following:

- Potential and actual job assignments and locations
- Administrative data
 - Personalized recruitment letters
 - Primary Board worker ratings
 - Attendance
 - Payroll processing export files
 - Precinct location
 - Voter history in order to enforce business rules about party affiliation
 - Contact information for each worker: mail, phone, text, and email
 - Images of oath taken
 - Evaluations

Important to the success of any election is poll worker training and to ensure and track its occurrence, eLect VRS contains a Training Events module that captures the following for training classes:

- Customizable subject, date, time, and location
- Invitations sent in person or on the web
- Class participation recorded on attendance sheets or from the web
- Test scores

Requirement		Required	Optional
110.	Set up class schedule for each specific election	x	

[Everyone Counts' Response](#)

eLect VRS complies.

111.	Designate party and roles for each poll worker	x	
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[Everyone Counts' Response](#)

eLect VRS complies.

112.	Ability to input non-voters as poll workers. These are generally high school students who will become registered voters in the future. When they do register, use existing record to avoid re-entry of data.	x	
Everyone Counts' Response			
eLect VRS complies.			
113.	Automatically review voting history for registered voters to conform with business rules that are different for each major party. Alert user if potential pollworker does not comply.	x	
Everyone Counts' Response			
eLect VRS complies.			
114.	Record oath		x
Everyone Counts' Response			
eLect VRS complies.			
115.	Record attendance at training	x	
Everyone Counts' Response			
eLect VRS complies.			
116.	Record Election Day attendance	x	
Everyone Counts' Response			
eLect VRS complies.			
117.	Assign county issued cell phone number to certain workers.	x	
Everyone Counts' Response			
eLect VRS complies.			

118.	Generate assignment letters for pollworkers that can be personalized by their recruiter with contact and class information.	x	
Everyone Counts' Response			
eLect VRS complies.			
119.	Ability to communicate with potential and confirmed poll workers via text, email, or mail		x
Everyone Counts' Response			
eLect VRS complies.			
120.	Ability for workers to accept assignment, take tests, and communicate via web is preferred.		x
Everyone Counts' Response			
eLect VRS complies.			
121.	Ability to record pollworker evaluations and recommendations.		x
Everyone Counts' Response			
eLect VRS complies.			
122.	Ability to record Primary Board approval/disapproval of workers	x	
Everyone Counts' Response			
eLect VRS complies.			
123.	Ability to generate files necessary for finance to do payroll.	x	
Everyone Counts' Response			
eLect VRS complies.			

ASSET MANAGEMENT

Everyone Counts will provide a third party asset management system that supports the preservation of asset value, accountability, and availability of adequate resources. Authorized election officials can record assets, including voting equipment, electronic poll books, printers, and all additional equipment or supplies.

The system stores information about the physical storage location, room-row-shelf information, quantity in inventory, asset tag as barcoded, and notes specific to each asset. It also records the time, date, and destination for each asset sent for repair. Using the system, officials can record the location for delivery of each asset, including the serial number for each seal; an unlimited number of new serialized seals can be affixed to each asset.

Requirement	Required	Optional
124. Record information on voting machines, electronic poll books, printers and other assets of SCEC, including serial number, date of purchase, model number, physical location in warehouse, notes specific to each item.		x

Everyone Counts' Response

eLect VRS' third party asset management complies.

125. Provide all assets with barcode asset tracking tags or labels		x
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Everyone Counts' Response

eLect VRS' third party asset management complies.

126. Record assignment of equipment to individual locations for each election, including recording of up to six seal number per device per day, including custodial individuals.		x
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Everyone Counts' Response

eLect VRS' third party asset management complies.

127. Track equipment sent for repair.		X
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Everyone Counts' Response

eLect VRS' third party asset management complies.

LOCATION MANAGEMENT

eLect VRS location management offers a number of enhanced features that allow election officials to monitor, track, and organize every facet of the management of the County's locations from a centralized interface. This feature increases productivity and reduces the opportunity for errors or mishaps. The core features available to authorized users through eLect VRS' Location Management include:

- Adding, updating, and deleting election-related locations
- Tracking locations by type, including election day polling places, early voting locations, nursing homes, and hospitals
- Managing past, current, and proposed locations for use in future elections

Within each of these modern features, VRS performs a number of tasks through automation or election official choice. These tasks include:

- Automatically assigning a precinct to each location based on the situs address
- Storing images and accessibility survey forms for each location, including maps, diagrams, contingency plans, and rental agreements
- Maintaining various contact details, including the owner of the location

Requirement		Required	Optional
128.	Ability to add, update and delete election specific locations for early voting, nursing homes, hospitals and election day polling locations.	x	

[Everyone Counts' Response](#)

eLect VRS complies.

129.	Maintain database of all past, current and proposed locations.	x	
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[Everyone Counts' Response](#)

eLect VRS complies.

130.	Assign precincts to locations	x	
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[Everyone Counts' Response](#)

eLect VRS complies.

131.	Store images and accessibility surveys for each location		x
Everyone Counts' Response			
eLect VRS complies.			
132.	Store contact information for each location for delivery and pick up of equipment	x	
Everyone Counts' Response			
eLect VRS complies.			
133.	Record serial number of equipment sent to each location	x	
Everyone Counts' Response			
eLect VRS complies.			
134.	Record other equipment to be sent to each location.	x	
Everyone Counts' Response			
eLect VRS complies.			
135.	Automatically generate a Bill of Lading for equipment deliver by third parties	x	
Everyone Counts' Response			
eLect VRS complies.			
136.	Provide a financial management component to generate documents necessary for Finance to generate a check.		x
Everyone Counts' Response			
eLect VRS complies.			
137.	Provide ability to scan signed rental agreements and attach to a facility records		x

Everyone Counts’ Response

eLect VRS complies.

138.	Floor plans and contingency planning information viewable on to responders.		x
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Everyone Counts’ Response

eLect VRS complies.

VOTER DRIVE MANAGEMENT

With state-of-the-art architecture and best practices design, eLect VRS features a customizable Voter Drive Management module that allows authorized elections officials to manage and organize voter drive initiatives. This module involves three distinct phases: Organization Registration, Individual Registration, and Activity Integration.

Organization Registration captures critical information such as name (e.g. NAACP); address; phone, email address and web page; and main contacts (primary, secondary).

Individual Registration allows election officials to print specific receipts as well as manage, retrieve, and view oaths signed by individuals. Election officials can also collect and organize individual information including:

- Name
- Voter ID number if registered
- Address
- Phone and email address
- Number of blank registration forms issued by date and time

Activity Integration allows users to track Voter Drive assets to measure the effectiveness of the drive, with metrics that may include the number of blank registration forms that were issued to the group through their individual members, and the number that were returned from the group through their individual members.

Requirement		Required	Optional
139.	Capture basic information from various community groups holding voter registration drives		x

[Everyone Counts' Response](#)

eLect VRS complies.

140.	Record quantity of VR forms distributed to community groups.		x
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[Everyone Counts' Response](#)

eLect VRS complies.

141.	Record quantity of VR forms from groups		x
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Section G: Business Requirements:

Voter Drive Management

Page 96 of 129

Everyone Counts' Response

eLect VRS complies.

142.	Automatically generate receipts to be provided to those turning in batches of forms		x
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Everyone Counts' Response

eLect VRS complies.

143.	Record oaths from Deputy Registrars; scan and attach oath to their record. Not all Deputy Registrars will be registered voters in Shelby County		x
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Everyone Counts' Response

eLect VRS complies.

CANDIDATE FILING/CAMPAIGN FINANCE

CANDIDATE AND FILING AND CAMPAIGN FINANCE MODULE

The eLect VRS' Candidate Filing and Campaign Finance tool provides election officials with a single interface to monitor with interoperable components that include the following modules: Contest, Candidate, Petition, and Petition Signer.

Candidate ID/ Voter ID	Candidate/ Voter Name	Petition Code	Residence Address	Election Date & Name	Office	Party	Slogan	View	Add	Update	Delete
0123456789	David Smith	0312	St. Marys Rurch 123 Overlook Road Cedar Grove, ST 07009	11/08/2016 General Election	Governor	Democratic	It's time For a Change	View			
0135791357	John Doe (Jane Carpenter)	4329	City Hall 1 Main Street Newark, S 07107		Governor	Democratic	A Vice For Us	View	Add		
024680246	Rick Mason	3421	JFK Middle School 13 FRANKLIN ST BLOOMFIELD, ST 07003	11/08/2016 General Election	Governor	Republican	Quality and Strength	View			
0384685968	Sara Mitchell		Orange Piu House 47 WOODLAND RD WEST ORANGE, ST 07052	11/08/2016 General Election	Governor	Democratic	Working For A Better Belville	View	Update	Delete	
0528930242	Martin Chan	0142	JFK Middle School 13 FRANKLIN ST BLOOMFIELD, ST 07003		Governor	Republican	Fighting for Families	View	Add		
0475928782	Eric Garcia		City Hall 1 Main Street Newark, S 07107	01/02/2018 Primary Election	Governor	Democratic	Action Starts Now	View	Update	Delete	
05048817903	Dorian Olanza	0474	St. Marys Rurch 123 Overlook Road Cedar Grove, ST 07009	11/08/2016 General Election	Governor	Democratic	Leadership for Cedar Grove	View			
0184736332	Karen Martin (Susan Bishop)	Yes	St. Marys Rurch 123 Overlook Road Cedar Grove, ST 07009	05/25/2018 Primary Election	Governor	Republican	Working For You!	View	Update	Delete	
0949248374	William Erikson	0132	City Hall 1 Main Street Newark, S 07107	11/08/2018 General Election	Governor	Republican	Taking Action, Getting Results	View	Update	Delete	
0138276638	Robert Mosby		Orange Piu House 47 WOODLAND RD WEST ORANGE, ST 07052	11/08/2016 General Election	Governor	Democratic	It's about You	View			

eLect VRS: Candidate Management Screen

CONTEST MODULE

As part of a best of class modern technology solution, the Contest Module of eLect VRS automatically and seamlessly manages the requirements for candidacy; federal, state, and local election contests; and contest details, including the number of signatures required on a petition for candidacy. The module also frees up election official time by tracking filing deadlines, campaign reporting deadline dates, and specific requirements for the office holder (e.g. possession of a lawyer registration number, high school diploma).

CANDIDATE MODULE

The enhanced organizational features of eLect VRS' Candidate Modules allow it to process candidates

for each contest and track them regardless of residency or voter registration within the jurisdiction. It also stores the candidates' contact information, including their websites, email addresses, and phone numbers. While the module allows individuals to run for more than one office, it warns the election official when the situation occurs.

 Search By Candidate: Name, ID, Party...  Filters								
Candidate ID/ Voter ID	Candidate/ Voter Name	Petition Code	Residence Address	Election Date & Name	Office	Party	Slogan	
0123456789	David Smith	0312	St. Marys Church 123 Overlook Road Cedar Groove ST 07009	11/08/2016 General Election	Governor	Democratic	It's Tme For a Change	View
0135791357	John Doe (Jane Carpenter)	4329	City Hall 1 Main Street Newark, ST 07107		Governor	Democratic	A Voice For Us	View Add
024680246	Rick Mason	3421	JFK Middle School 13 FRANKLIN ST BLOOMFIELD ST 07003	11/08/2016 General Election	Governor	Republican	Quality and Strength	View
0384685968	Sarah MITCHELLE		Orange Play House 47 WOODS END RD WEST ORANGE, ST 07052	11/08/2016 General Election	Governor	Democratic	Working For A Better Belleille	View Update Delete

eLect VRS: Candidate Search

With matchless reliability, the Candidate Module also allows a candidate to be withdrawn from the contest and records the date of withdrawal and generates letters, notices, and labels for mailing to a candidate. The module links the candidate to a petition in the petition module, and it records details about any challenges issued against a candidate. It also contains a flag to indicate that a candidate is certified to appear on the ballot.

PETITION MODULE

One of the most valuable features of modern technology systems are the design features that encapsulate processes and automate them seamlessly. These features are available in the Petition Module of eLect VRS. The module tracks nomination, initiative, referendum, and recall petitions, recording the number of signatures required on each petition. It also tracks the individual(s) who are assigned to each petition and allows each individual to be assigned to more than one petition, tracking the date each petition was filed.

Additionally, the module's interoperability allows multiple circulators to file the petition sections that they circulated and determine the number of qualified signatures affixed to the petition. eLect VRS' Petition Module also can generate a letter of sufficiency or insufficiency to the candidate or proponent of the petition and permit the authorized user to publish the petition to the web.

PETITION SIGNER MODULE

With virtually unlimited scalability and capacity, eLect VRS' Petition Signer module stores the signers of a given petition. It also challenges those signers who live outside the jurisdiction; who sign a petition more than once; and who sign too many nomination petitions. The module permits an authorized election official to override system challenges.

Section G: Business Requirements:

Candidate Filing/Campaign Finance

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Requirement	Required	Optional
144. Record requirements for various offices including variable number of signatures, filing deadlines, and specific requirements such as possession of a lawyer registration number, high school diploma among others.	x	

Everyone Counts' Response

eLect VRS complies.

145. Record issue of petitions for candidates, who may not necessarily be Shelby County voters	x	
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Everyone Counts' Response

eLect VRS complies.

146. Capture data about candidates whether local, statewide or federal including website, local contacts, ect.	x	
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Everyone Counts' Response

eLect VRS complies.

147. Ability to issue petitions to a single individual for more than one office.	x	
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Everyone Counts' Response

eLect VRS complies.

148. Record receipt of petitions	x	
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Everyone Counts' Response

eLect VRS complies.

149. For the signature verification process, record on the voter's record that they participated in the process.	x	
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Everyone Counts' Response

eLect VRS complies.

150.	Record the number of total signatures on each petition, the valid signatures and if there are sufficient signatures	x	
Everyone Counts' Response			
eLect VRS complies.			
151.	Generate letters to candidates notifying them if their petitions did or did not have sufficient signatures	x	
Everyone Counts' Response			
eLect VRS complies.			
152.	When petitions are approved, record SCEC date of approval	x	
Everyone Counts' Response			
eLect VRS complies.			
153.	If candidate are challenged, record challenge details and resolution	x	
Everyone Counts' Response			
eLect VRS complies.			
154.	Capture information about withdrawal from the ballot if certified	x	
Everyone Counts' Response			
eLect VRS complies.			
155.	Generate reports for the SCEC to aid in candidate certification.	x	
Everyone Counts' Response			
eLect VRS complies.			
156.	Record the receipt of Campaign Finance documents	x	

Everyone Counts' Response

eLect VRS complies.

157.	Automatically generate notices to candidates of the requirements to file	x	
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Everyone Counts' Response

eLect VRS complies.

158.	Automatically generate notices to those candidates who fail to file	x	
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Everyone Counts' Response

eLect VRS complies.

159.	Provide capability to publish petitions to the web.	x	
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Everyone Counts' Response

eLect VRS complies.

SYSTEM REPORTING

eLect VRS provides a completely comprehensive suite of reports and exports that allow election officials to view and organize voter data related to a specific election. Reports are filterable by precinct, split, district, race, demographic information, transaction date, and module or function. They include ad-hoc reports directly from available data; a six (6) month report; and the EAC report to assist with the completion of the bi-annual EAVS. The dynamic module automates the export of data including data for public consumption, for example the distribution of exported data to the political parties.

Requirement		Required	Optional
160.	Provide users with pre-formatted election specific reports and files for any information available.	x	

Everyone Counts' Response

eLect VRS complies.

161.	Provide the ability to segment data by precinct, split, district, race and demographic information.	x	
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Everyone Counts' Response

eLect VRS complies.

162.	Allow for export of data for distribution to political parties and other users.	x	
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Everyone Counts' Response

eLect VRS complies.

163.	Allow for Ad-hoc queries to extract and format data from the system into Excel, text, and other common formats.	x	
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Everyone Counts' Response

eLect VRS complies.

164.	Ability to produce reports on user transactions by date, module or function.	x	
Everyone Counts' Response			
eLect VRS complies.			
165.	Ability to produce six month reports	x	
Everyone Counts' Response			
eLect VRS complies.			
166.	EAC reporting module		x
Everyone Counts' Response			
eLect VRS complies.			

HELP DESK MANAGEMENT

To ensure that eLect VRS supports just-in-time help for election officials, it provides a powerful web-based tool for Help Desk Management.

The tool performs the following support functions:

- Troubleshooting during Early Voting and general election issues
- Election official training
- Viewing training materials
- Searching for relevant topics
- Adding Help topics as desired
- Adding file types, such as video or audio
- Escalating issues through Problem Escalation Procedure (PEP)

PEP seamlessly ensures unanticipated incidents are identified, assigned to a specific person for action, and tracked to resolution. In instances when a resolution cannot be reached, the incident is escalated to ensure a resolution is formed before it causes impact to the project.

The escalation process is as follows:

- Incident to a problem
- Problem to an issue
- Issue to higher-level management

This process applies to any incident, problem, or issue that cannot be resolved at the project level, impacts more than one project within the program, or is program-wide in nature.

PEP also generates assignment orders to field technicians and others and provides rapid problem resolution for routine and emergency situations to minimize the adverse impact on business operations.

Requirement		Required	Optional
167.	Record and categorize real-time complaints from election workers from both Early Voting and Election Day voting.		x

[Everyone Counts' Response](#)

Everyone Counts agrees to this requirement.

168.	Generate assignment orders to field technicians and others by email or text		x
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Everyone Counts' Response

Everyone Counts agrees to this requirement.

PROJECT MANAGEMENT, VENDOR HELPDESK AND TRAINING

PROJECT MANAGEMENT

Everyone Counts will provide Shelby County with all the resources necessary to ensure a flawless VRS solution. See the section titled *Implementation Plan* for critical steps in project management including phases, milestones, and deliverable schedules that are based on a proactive approach in identifying and responding to challenges. Abigail Cipriano will serve as the dedicated Project Manager during the implementation of the project.

HELP DESK

Everyone Counts uses a three-tiered Help Desk structure. Tier 1 Help Desk services are staffed during the County's normal operating hours with subject matter experts (SMEs) who can offer insight into resolutions for the most common problems facing daily users of the system. All issues reported are logged into the issue tracking system where progress can be monitored by the County and escalated if needed.

Proposed Help Desk operating hours and response time for both telephone and email support are as follows:

- Normal Hours of Operation:
 - ☐ 8:00 AM to 6:00 PM CST, Monday through Friday during the 12 months following deployment of system
- Weekends and Holidays:
 - ☐ 8:00 AM to 6:00 PM CST on at least 12 weekend days and holidays during 2018
- Election Day Hours of Operation:
 - ☐ Everyone Counts is available to the County 24 hours a day, seven (7) days a week during a live election.

TRAINING

Everyone Counts has subcontracted with Small Planet Works, Inc. (SPW), to conduct Shelby County election official training. SPW will provide custom instructional solutions by coordinating with election officials to develop an effective training plan that meets operational objectives. Small Planet Works offers optional remote training through webcasts, which can be maintained in the County's online reference library

SPW's program topics, presentation methods, and Socratic teaching method are similar to MBA programs, and involve lecture, books (read in advance of training), videos, writing exercises and role

play. This unique approach of providing multiple facilitators ensures all participants can pick a learning style that matches how they best learn. The training sessions, whether self-paced modular tutorials or pre-recorded video playback, provide an in-depth user-friendly format for different learning styles.

The County will additionally have input on and will approve the final number of employees to be trained beyond the required 10 days of instruction for 10 administrative users.

Requirement		Required	Optional
169.	Provide context sensitive help function for users.		x

[Everyone Counts' Response](#)

eLect VRS complies.

170.	Provide on-site hands-on training for up to 10 administrative users. Allow for a minimum of ten days of on-site training.	x	
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[Everyone Counts' Response](#)

Everyone Counts complies.

171.	Web based training in live meetings or static modules.		x
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[Everyone Counts' Response](#)

Everyone Counts complies.

172.	Provide a dedicated project manager for up to six months after initial deployment.	x	
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[Everyone Counts' Response](#)

Everyone Counts complies.

173.	Provide help desk support on weekdays with no more than one-hour response time from 8am to 6pm CST, M-F for twelve months following deployment.	x	
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[Everyone Counts' Response](#)

Everyone Counts complies.

174.	Provide help desk support on 12 weekend days or holidays during 1028 as required.		x
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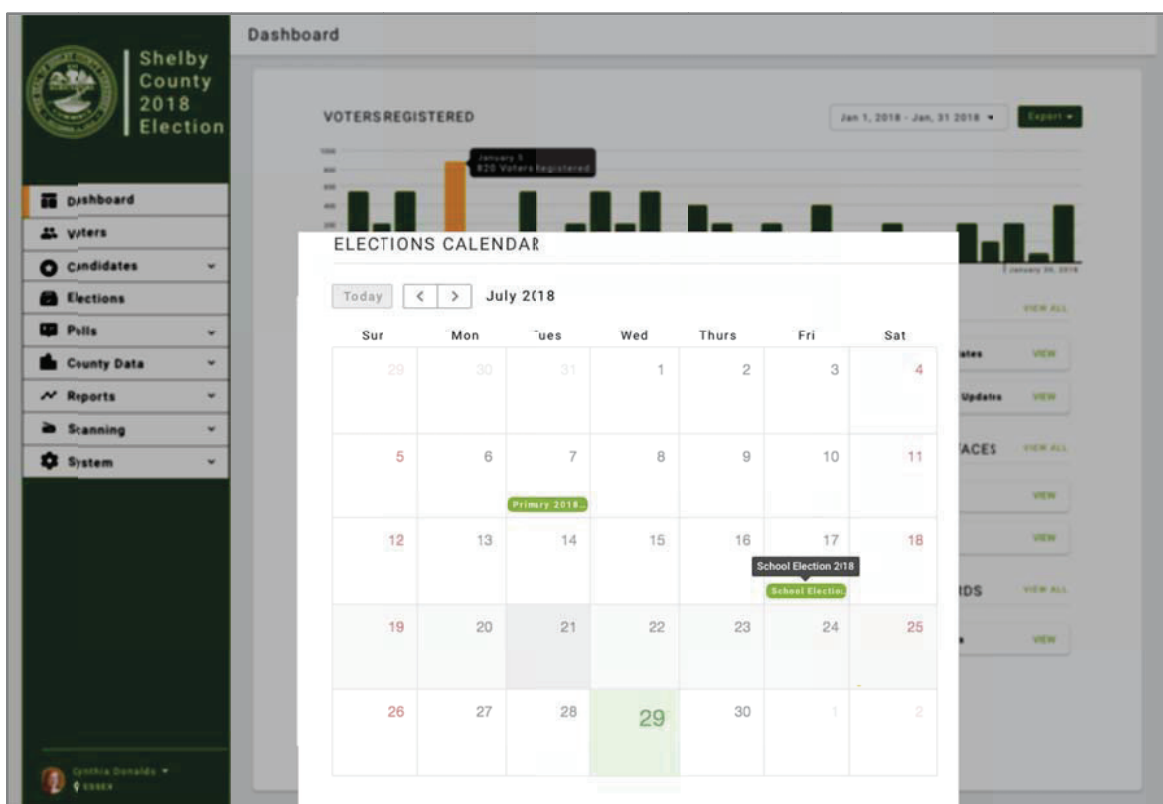
Everyone Counts' Response

Everyone Counts complies.

175.	Provide on-site support for the first three days of early voting in April 2018.		x
<u>Everyone Counts' Response</u>			
Everyone Counts complies.			
176.	Provide on-site support for Election Day in May, August and September of 2018.	x	
<u>Everyone Counts' Response</u>			
Everyone Counts complies.			
177.	Provide user manuals for basic VR tasks.	x	
<u>Everyone Counts' Response</u>			
Everyone Counts complies.			
178.	Provide digital user manuals and updates by version and product advisory notices.	x	
<u>Everyone Counts' Response</u>			
Everyone Counts complies.			
179.	Provide project management plan including phases, deliverables schedules, stakeholder management.	x	
<u>Everyone Counts' Response</u>			
Everyone Counts complies.			

ELECTION CALENDAR MANAGEMENT

The seamless integration of Google Calendar into eLect VRS's interface and business rules management system ensures the timely completion of critical election tasks. Election officials can quickly and reliably display the calendar and schedule and notify users of important dates and events.



eLect VRS: Elections Calendar

Google Calendar offers a number of advantages over custom-built systems including:

- Reminders, notifications, and color-coded options
- Cross-platform functionality on common operating systems and physical media such as mobile devices, tablets, and computers
- Options to print calendar items or tasks
- User and system-created task deadlines
- Stakeholder and responsibility attribution

Requirement		Required	Optional
180.	Provide a calendar system by applying business rules activities.		x

Everyone Counts' Response

eLect VRS complies.

DATABASE SECURITY

Representing the highest levels of security and in alignment with Department of Homeland Security best practices, eLect VRS uses a SaaS-based design that ensures ongoing security updates that eliminate key threats and dramatically reduce vulnerabilities. Security procedures exceed industry standards and include the following:

- Physical and electronic data center protections
- Multiple layers of security
- Minimum need-only access
- Modules that operate individually with separation
- Identity verification of components on necessity for operation
- Systems fail in a manner that promotes security
- Protection against phishing, denial-of-Service Attacks and network and server vulnerabilities
- Encryption of the data at rest and in transit

For VRS auditing, Everyone Counts uses immutable audit logs that capture:

- Identity of user who changed data
- Original data for comparison
- Detail of data change
- Time of change
- Reason for change
- Successful and failed logins and logouts
- Page loading failures

Authorized users can view, print, and export the permanently logged audit data directly from the eLect VRS interface in the central office.

eLect VRS protects all Personally Identifiable Information (PII), adhering to local, state, and federal data security standards. Only authorized election officials can access the PII during the course of system operations.

Requirement		Required	Optional
181.	Provide user activity log records that include detail on all human intervention with the system that cannot be modified without authorization	x	

Everyone Counts' Response

eLect VRS complies.

182.	Protect personally Identifiable Information PII	x	
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Everyone Counts' Response

eLect VRS complies.

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SECTION H: MISCELLANEOUS

IMPLEMENTATION PLAN

Everyone Counts has assembled the lowest-risk plan in order to meet your election needs in 2018. Should Shelby County desire a more aggressive schedule, Everyone Counts can propose alternative delivery dates.

TRANSITION SCHEDULE

The most critical portion of the schedule is the transition from legacy voter registration system to eLect VRS. Everyone Counts' recognizes the need to understand Shelby's current processes and ensure that migration and cutover do not impact services delivered. To that end, the plan for transition includes:

- Interaction with county staff, current vendor staff, and any applicable third-party resources to ensure an effective transition
- Identification of transition team members and responsibilities
- Meetings and status reporting duties and deliverables
- Deployment schedules
- Resource estimates
- Training requirements
- Identification of special resources and staffing
- Identification of operational risks and contingencies

The transition also presents an opportunity to ensure accurate data. Our methodical approach will ensure a positive experience for Shelby County staff and the lowest risk to the project.

DELIVERY OF OPTIONAL MODULES

Everyone Counts' *Implementation Plan* includes time to gather requirements on even optional modules and deliver each in a timely fashion. Modules required during registration are prioritized for delivery over modules needed for election processes. Everyone Counts' looks forward to further discussion with Shelby County and their input on the *Implementation Plan*.

Task Name		Start Date	End Date
1 Proposal Timeline	75d	02/17/17	06/01/17
2 Request for Proposals Released	1d	02/17/17	02/17/17
3 Proposal Due Date	1d	03/09/17	03/09/17
4 Notification of Award	1d	04/30/17	04/30/17
5 Contract Award	1d	06/01/17	06/01/17
6 Project Management, Vendor Helpdesk, and Training	125d	05/01/17	10/20/17
7 Draft Project Management Plan	2d	05/01/17	05/02/17
8 Client Review of Project Management Plan	3d	05/03/17	05/05/17
9 Finalize Project Management Plan	1d	05/08/17	05/08/17
10 Administrative Level User Training	10d	10/09/17	10/20/17
11 Help Desk Setup	5d	07/24/17	07/28/17
12 Training Documentation Release	1d	10/02/17	10/02/17
13 User Manual Release	1d	10/02/17	10/02/17
14 Product	56d	05/01/17	07/17/17
15 Requirements Documentation	56d	05/01/17	07/17/17
16 Current Business Rules and Process Mapping	5d	05/01/17	05/05/17
17 General Requirements	5d	05/01/17	05/05/17
18 Precinct/District Assignment and Address Confirmation Requirements	2d	05/08/17	05/09/17
19 Voter Registration Requirements	10d	05/10/17	05/23/17
20 Voter History Requirements	1d	05/24/17	05/24/17
21 Address Verification Requirements	3d	05/25/17	05/29/17
22 Election Management Requirements	2d	05/30/17	05/31/17
23 Non-Election Day Voting Requirements	5d	06/01/17	06/07/17
24 Election Day Voting Requirements	1d	06/08/17	06/08/17
25 Provisional Tracking Requirements	3d	06/09/17	06/13/17
26 Pollworker Management Requirements	3d	06/14/17	06/16/17
27 Location Management Requirements	3d	06/19/17	06/21/17
28 Candidate Filing/Campaign Finance Requirements	5d	06/22/17	06/28/17
29 System Reporting Requirements	3d	06/29/17	07/03/17
31 Project Management, Vendor Helpdesk, and Training Requirements	3d	07/04/17	07/06/17
32 Election Calendar Management Requirements	1d	07/07/17	07/07/17
33 Database Security Requirements	1d	07/10/17	07/10/17
34 Asset Management Requirements	2d	07/11/17	07/12/17
35 Voter Drive Management Requirements	2d	07/13/17	07/14/17
36 Help Desk Management Requirements	1d	07/17/17	07/17/17
37 Database	30d	05/01/17	06/09/17

38	Design	10d	05/01/17	05/12/17
39	Implementation	10d	05/15/17	05/26/17
40	Testing	10d	05/29/17	06/09/17
41	Data Migration	100d	06/02/17	10/19/17
42	Discovery Phase	10d	06/02/17	06/15/17
43	Data Examination	10d	06/16/17	06/29/17
44	Method Development	10d	06/30/17	07/13/17
45	Data Cleansing	10d	07/14/17	07/27/17
46	Data Validation	10d	07/28/17	08/10/17
47	Staging	10d	08/11/17	08/24/17
48	Migration Process	10d	08/25/17	09/07/17
49	Data Conversion Module	10d	09/08/17	09/21/17
50	Post-Migration Tasks	10d	09/22/17	10/05/17
51	Switchover (Go Live)	10d	10/06/17	10/19/17
52	Application Development	105d	06/02/17	10/26/17
53	General	21d	06/02/17	06/30/17
54	Design	6d	06/02/17	06/09/17
55	Development	5d	06/12/17	06/16/17
56	Unit Tests	5d	06/19/17	06/23/17
57	Integration Tests	5d	06/26/17	06/30/17
58	Precinct/District Assignment and Address Confirmation	20d	06/02/17	06/29/17
59	Design	5d	06/02/17	06/08/17
60	Development	5d	06/09/17	06/15/17
61	Unit Tests	5d	06/16/17	06/22/17
62	Integration Tests	5d	06/23/17	06/29/17
63	Voter Registration	40d	06/02/17	07/27/17
64	Design	10d	06/02/17	06/15/17
65	Development	10d	06/16/17	06/29/17
66	Unit tests	10d	06/30/17	07/13/17
67	Integration tests	10d	07/14/17	07/27/17
68	Address Verification	20d	07/28/17	08/24/17
69	Design	5d	07/28/17	08/03/17
70	Development	5d	08/04/17	08/10/17
71	Unit Tests	5d	08/11/17	08/17/17
72	Integration Tests	5d	08/18/17	08/24/17
73	Voter History	5d	07/28/17	08/03/17
74	Design	2d	07/28/17	07/31/17
75	Development	1d	08/01/17	08/01/17
76	Unit Tests	1d	08/02/17	08/02/17

Section H: Miscellaneous

Implementation Plan

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	77 Integration Tests	1d	08/03/17	08/03/17
78	Asset Management	20d	07/28/17	08/24/17
	79 Procure	5d	07/28/17	08/03/17
	80 Integration	5d	08/04/17	08/10/17
	81 Unit Tests	5d	08/11/17	08/17/17
	82 Integration Tests	5d	08/18/17	08/24/17
83	Election Calendar Management	20d	08/25/17	09/21/17
	84 Procure	5d	08/25/17	08/31/17
	85 Integration tests	5d	09/01/17	09/07/17
	86 Unit Tests	5d	09/08/17	09/14/17
	87 Integration Tests	5d	09/15/17	09/21/17
88	Election Management	5d	08/25/17	08/31/17
	89 Design	2d	08/25/17	08/28/17
	90 Development	1d	08/29/17	08/29/17
	91 Unit Tests	1d	08/30/17	08/30/17
	92 Integration Tests	1d	08/31/17	08/31/17
93	Non-Election Day Voting	40d	08/25/17	10/19/17
	94 Design	10d	08/25/17	09/07/17
	95 Development	10d	09/08/17	09/21/17
	96 Unit Tests	10d	09/22/17	10/05/17
	97 Integration Tests	10d	10/06/17	10/19/17
98	Election Day Voting	5d	09/01/17	09/07/17
	99 Design	2d	09/01/17	09/04/17
	100 Development	1d	09/05/17	09/05/17
	101 Unit Tests	1d	09/06/17	09/06/17
	102 Integration Tests	1d	09/07/17	09/07/17
103	Provisional Tracking	20d	09/01/17	09/28/17
	104 Design	5d	09/01/17	09/07/17
	105 Development	5d	09/08/17	09/14/17
	106 Unit Tests	5d	09/15/17	09/21/17
	107 Integration Tests	5d	09/22/17	09/28/17
108	Pollworker Management	20d	09/01/17	09/28/17
	109 Design	5d	09/01/17	09/07/17
	110 Development	5d	09/08/17	09/14/17
	111 Unit Tests	5d	09/15/17	09/21/17
	112 Integration Tests	5d	09/22/17	09/28/17
113	Location Management	20d	09/29/17	10/26/17
	114 Design	5d	09/29/17	10/05/17
	115 Development	5d	10/06/17	10/12/17

	116 Unit Tests	5d	10/13/17	10/19/17
	117 Integration Tests	5d	10/20/17	10/26/17
118	Candidate Filing/Campaign Finance	20d	09/29/17	10/26/17
	119 Design	5d	09/29/17	10/05/17
	120 Development	5d	10/06/17	10/12/17
	121 Unit Tests	5d	10/13/17	10/19/17
	122 Integration Tests	5d	10/20/17	10/26/17
123	Voter Drive Management	20d	09/29/17	10/26/17
	124 Design	5d	09/29/17	10/05/17
	125 Development	5d	10/06/17	10/12/17
	126 Unit Tests	5d	10/13/17	10/19/17
	127 Integration Tests	5d	10/20/17	10/26/17
128	Overall System Readiness Testing	45d	10/27/17	12/28/17
	129 Functional Tests	15d	10/27/17	11/16/17
	130 Performance, Load, and Scaleability Tests	15d	11/17/17	12/07/17
	131 L&A Tests	15d	12/08/17	12/28/17
132	Final Release	1d	01/08/18	01/08/18
133	Election	112d	04/02/18	09/04/18
	134 Early Voting	3d	04/02/18	04/04/18
	135 Election Day - May	1d	05/01/18	05/01/18
	136 Election Day - August	1d	08/07/18	08/07/18
	137 Election Day - September	1d	09/04/18	09/04/18

AMAZON WEB SERVICES WHITE PAPERS

- *Amazon Web Services: Overview of Security Processes, October 2016*
https://d0.awsstatic.com/whitepapers/Security/AWS_Security_Whitepaper.pdf
- *Amazon Web Services: Service Organization Controls 3 Report for the Period April 1, 2016 – September 30, 2016*
https://d0.awsstatic.com/whitepapers/compliance/soc3_amazon_web_services.pdf
- *Automating Governance: A Managed Service Approach to SEcurity and Compliance on AWS, August 2015*
https://d0.awsstatic.com/whitepapers/compliance/Automating_Governance_on_AWS.pdf
- *AWS Certifications, Programs, Reports, and Third-Party Attestations, January 2017*
https://d0.awsstatic.com/whitepapers/compliance/AWS_Certifications_Programs_Reports_Third-Party_Attestations.pdf
- *AWS ISO 27001 Certificate, Expiration November 7, 2019*
https://d0.awsstatic.com/certifications/iso_27001_global_certification.pdf
- *AWS Security and Compliance Quick Reference Guide*
https://d0.awsstatic.com/whitepapers/compliance/AWS_Compliance_Quick_Reference.pdf
- *AWS Risk and Compliance Overview, January 2017*
https://d0.awsstatic.com/whitepapers/compliance/AWS_Risk_and_Compliance_Overview.pdf
- *CSA Consensus Assessments Initiative Questionnaire, January 2017*
https://d0.awsstatic.com/whitepapers/compliance/CSA_Consensus_Assessments_Initiative_Questionnaire.pdf
- *Introduction to Auditing the Use of AWS, October 2015*
https://d0.awsstatic.com/whitepapers/compliance/AWS_Auditing_Security_Checklist.pdf

SUBMISSION DOCUMENTS

LOSB UTILIZATION PLAN (FORM B)

Company: Everyone Counts, Inc.
Bid No.: 17-002-36

I, Bill Kuncz, CFO, do certify that on the following procurement opportunity, Replacement of Voter Registration & Election Management System, the following LOSB's will be utilized as sub-contractors, suppliers, or to provide professional services:

Name	Description of Work	Contract Value	LOSB Number
Small Planet Works	Training, Project Administrator, and Hosting	\$297,056	LOSB-VS-1119-27070

(If additional space is needed this form may be duplicated)

TOTAL CONTRACT VALUE: \$1,485,281
TOTAL % OF LOSB PARTICIPATION: 20%

The successful bidder/proposer is required to finalize and submit this form prior to award of a contract. Joint Venture Agreements, partnering agreements and all pertinent information must be presented prior to contract award. This information will be incorporated into the contract and will become a contractual obligation of the successful bidder/proposer. The finalized LOSB Form B shall not be changed or altered after award of a contract without approval from Shelby County. The successful bidder/proposer is required to provide written notice describing the reasons for the change to Shelby County to obtain approval of any changes to LOSB Form B.

Submitted by:

Authorized Representative Signature

CFO Title

March 7, 2017
Date

EQUAL OPPORTUNITY AND TITLE VI COMPLIANCE

EQUAL OPPORTUNITY COMPLIANCE (EOC)

Everyone Counts is EOC certified with the EOC Administration Office.

- Vendor Number: A5050
- EOC Number: EOC-S-0320-27420
- EOC Expiration Date: 3/31/2020

TITLE VI REQUIREMENTS

Everyone Counts attests that it adheres to all Title VI requirements, as described in the following statement:

It is the policy of Everyone Counts, Inc. (the “Company”) not to hire or discharge any individual, or otherwise to discriminate against any individual with respect to that individual’s terms and conditions of employment, because of such individual’s race, color, religion, sex (including gender identity, sexual orientation and pregnancy), national origin, age (40 or older), disability or genetic information. This policy shall include, but not be limited to, the following: recruitment and employment, promotion, demotion, transfer, compensation, selection for training, layoff and termination. The Company further agrees to take affirmative action to ensure equal employment opportunities.

Rhonda Lee, Director of Human Resources, is responsible for planning and implementing our EEO program as well as for its day-to-day monitoring of affirmative action related decisions and activities. All personnel who are responsible for hiring and promoting employees and for the development and implementation of programs or activities are charged to support this program. They shall provide leadership in implementing affirmative action goals and initiatives.

CERTIFICATE OF LIABILITY INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/2/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines - (760) 931-3500 Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D08408 5901 Priestly Drive Carlsbad CA 92008		CONTACT NAME: Deborah Walker PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: deborah.l.walker3@wellsfargo.com																	
INSURED Everyone Counts, Inc. 4225 Executive Square Ste 800 La Jolla CA 92037		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER A:</th> <th>NAIC #</th> </tr> <tr> <td>Sentinel Insurance Company Ltd.</td> <td>11000</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>Trumbull Insurance Company</td> <td>27120</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER A:	NAIC #	Sentinel Insurance Company Ltd.	11000	INSURER B:		Trumbull Insurance Company	27120	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER A:	NAIC #																		
Sentinel Insurance Company Ltd.	11000																		
INSURER B:																			
Trumbull Insurance Company	27120																		
INSURER C:																			
INSURER D:																			
INSURER E:																			
INSURER F:																			

COVERAGES **CERTIFICATE NUMBER:** 11394733 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		ADD'L SU3R INSD WTD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	☒	COMMERCIAL GENERAL LIABILITY		72SBAIB9260	1/18/2017	1/18/2018	EACH OCCURRENCE	\$ 1,000,000	
	☐	CLAIMS-MADE	☒				OCCUR	"AUTOMATIC YES" DEKTERS PREMISES (Ea occurrence)	\$ 1,000,000
	☐						VED EXP (Any one person)	\$ 10,000	
	☐						PERSONAL & ADV INJURY	\$ 1,000,000	
	☐						GENERAL AGGREGATE	\$ 2,000,000	
	GEN. AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP A&G	\$ 2,000,000	
	☐	POLICY	☐	PRO-JECT	☐	LOC		\$	
	OTHER:								
A	☐	AUTOMOBILE LIABILITY		72SBAIB9260	1/18/2017	1/18/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	☐	ANY AUTO					BODILY INJURY (Per person)	\$	
	☐	OWNED AUTOS ONLY	☐				SCHEDULED ALTOS	BODILY INJURY (Per accident)	\$
	☒	HIRED AUTOS ONLY	☒				NON-OWNED ALTOS ONLY	PROPERTY DAMAGE (Per accident)	\$
	☐								\$
A	☒	UMBRELLA LIAB	☒	72SBAIB9260	1/18/2017	1/18/2018	EACH OCCURRENCE	\$ 4,000,000	
	☐	EXCESS LIAB	☐				CLAIMS-MADE	AGGREGATE	\$ 4,000,000
	☐	DED	☒				RETENTION \$	10,000	\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y / N ☐ N / A	72WEZU0243	12/31/2016	12/31/2017	☐ PER STATUTE	☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Provided as evidence of insurance only

CERTIFICATE HOLDER

Everyone Counts, Inc.
4225 Executive Square Suite 800
La Jolla CA 92037

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

James Spindler

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ACORD25 (2016/03)

GRATUITY DISCLOSURE FORM

GRATUITY DISCLOSURE FORM

Shelby County Ethics Commission

INSTRUCTIONS: This form is for all persons receiving any Shelby County Government contract, land use approval or financial grant money to report any gratuity that has been given, directly or indirectly, to any elected official, employee or appointee (including their spouses and immediate family members) who is involved in the decision regarding the contract, land use approval, or financial grant of money.

1. NAME

No Gratuity has been given, directly or indirectly, to any official, employee, or appointee (including their spouses, and immediate family members).

2. DATE OF GRATUITY

No applicable.

3. NATURE AND PURPOSE OF THE GRATUITY

Not applicable.

4. NAME OF THE OFFICIAL, EMPLOYEE, APPOINTEE, OR FAMILY MEMBER WHO RECEIVED THE GRATUITY

Not applicable.

5. NAME OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY

Not applicable.

6. ADDRESS OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY

Not applicable.

7. DESCRIPTION OF THE GRATUITY

Not applicable.

8. COST OF THE GRATUITY (If cost is unknown and not reasonably discernible by the person giving the gratuity, then the person giving the gratuity shall report a good faith estimate of the cost of the gratuity.)

Not applicable.

9. The information contained in this Gratuity Disclosure Form, and any supporting documentation or materials referenced herein or submitted herewith, is true and correct to the best of my knowledge, information and belief and affirm that I have not given, directly or indirectly, any gratuity to any elected official, employee or appointee (including spouse and immediate family members) that has not been disclosed and I affirm that I have not violated the provisions of the Shelby County Government Code of Ethics.

Signature

Bill Kuncz
Print Name

March 7, 2017
Date

A copy of your completed form will be placed on the Shelby County Internet website.

Date	Item	elect VRS	Development	Implementation	Total
6/2017	elect Voter Registration software	\$495,000	\$0	\$0	\$495,000
7-8/2017	REQUIREMENTS, DESIGN, AND DEVELOPMENT • Requirements Gathering • Business Process Mapping • Application Tailoring • Data Migration Design • Custom Reporting * Payment milestone - Signed-off requirements, business process maps, and report definitions	\$0	\$115,000	\$0	\$115,000
12/2017	USER ACCEPTANCE TESTING • Staging Environment Delivered • Training Materials Developed and Accepted • User Acceptance Testing of Key Modules Started * Payment milestone - Start of User Acceptance Testing	\$0	\$0	\$100,000	\$100,000
1/2018	DEPLOYMENT - Phase 1 • Training Delivery • Final Data Migration • Performance Testing • Key Modules Deployed • User Acceptance Testing of Additional Modules Started * Payment milestone - Release of Phase 1 software	\$0	\$100,000	\$0	\$100,000
2/2018	DEPLOYMENT - Phase 2 • Training Delivery • Patches, Bug Fixes * Payment milestone - Release of Phase 2 software	\$0	\$85,000	\$0	\$85,000
3/2018	DEPLOYMENT - Phase 3 (Full Release) • Full Release • Retire Legacy System * Payment milestone - Release of Phase 3 software + 30 day warranty period	\$0	\$0	\$100,000	\$100,000
	Total	\$495,000	\$300,000	\$200,000	\$995,000

Exhibit D

Service and Support Terms and Conditions

Provision of Support and Maintenance

Contractor will host the Software on the Amazon Web Services (AWS). Any fees and expenses due AWS will be covered by the annual maintenance fee with no additional payment due from the County.

Term of Maintenance

Contractor agrees to provide Maintenance to the County to the terms and conditions set forth herein provided that COUNTY pays the Maintenance fee as specified below. The first maintenance period will begin on July 1, 2018 and continuing for a one-year period thereafter during the term of this Contract.

Maintenance Services

In exchange for the Maintenance Fee, Contractor agrees to provide to COUNTY during the term of this Agreement, support and maintenance (collectively ‘Maintenance’) as follows:

1. Hosting the Software on the Amazon Web Server at a level consistent with CONTRACTOR’s standard deployment for jurisdictions with 1,000,000 or less registered voters at no additional charge. If AWS is no longer available, then hosting on a mutually agreeable alternative.
2. Provide telephone help desk support, with no more than a one hour response time, between 8am to 6pm, Central Standard Time on business days. Provide telephone help desk support on the following five Saturdays in 2018 during early voting: July 14, July 21, July 28, October 20 and October 27 during the hours early voting is open, up to a maximum of eight hours for each day.
3. Provide onsite support for the August 2, 2018 and November 6, 2018 elections between the hours of 7am and 7pm, Central Standard Time.
4. Contractor will investigate all questions and problems of COUNTY promptly. COUNTY agrees to provide to Contractor adequate information to assist in the investigation and to confirm that any problems have been resolved.
5. Contractor will supply to COUNTY, at no additional charge, any improvements, upgrades, or modifications to the Software that the Contractor makes generally available. Any such improvements, upgrades, or modification shall become part of the Software for all purposes of this Agreement. Contractor will provide to the

COUNTY detailed release notes. Contractor will create a copy of the COUNTY's production database and update the Test Server. The update will be applied to the test server and Contractor will perform extensive regression testing and make the Test server ready for COUNTY's testing to include interfaces to ERP and other related systems. When COUNTY informs the Contractor that the upgrade has passed acceptance testing, the upgrade will be applied to production. The application of the upgrade to production will be performed during a planned system downtime period.

Training

COUNTY may purchase training from Contractor at Contractor's then current fees for training. The date and time of the training shall be scheduled by COUNTY. All travel, living, and other out-of-pocket expenses incurred by Contractor's employees will be paid by the Contractor. All travel expenses payable under this Contract shall be in accordance with the COUNTY Travel Policy and Procedures. This includes advance written travel authorization, submission of travel claims, documentation requirements, and reimbursement rates. No travel advances will be made by the COUNTY.

Additional Services Required by Legislative Changes

COUNTY may request changes to the Software to conform with any changes in statute at Contractor's then current fees for development. CONTRACTOR will prepare an estimate of charges to accommodate the requested changes and execute a contract change request to implement such changes at a cost and schedule agreed to by both parties.

Exclusions

Contractor's obligation to provide Maintenance is contingent upon proper use of the Software. Contractor will be under no obligation to provide Maintenance should such services be required due to a) improper operation by the COUNTY, b) any modification or attempted modification of the Software by COUNTY or c) misuse, abuse or negligent use, repair, or alteration by the COUNTY.

Consideration

The annual maintenance fee for the period July 1, 2018 to June 30, 2019 will be \$100,000. The annual maintenance fee for the period July 1, 2019 to June 30, 2020 will be \$100,000. The annual maintenance fee for the period July 1, 2020 to June 30, 2021 will be \$100,000. The Contractor will issue an invoice to the COUNTY at the beginning of the maintenance period; the COUNTY will pay it within 45 days.

Exhibit E

Escrow Agreement

Within thirty (30) days of the Agreement's execution date, the CONTRACTOR will execute an escrow agreement with an escrow agent of its choosing – subject to approval by the COUNTY - entirely at the CONTRACTOR's expense and will place into escrow (i) source code for the CONTRACTOR's Software, including any customized software created for the COUNTY by CONTRACTOR or any Subcontractors and used in the creation of Solution; and (ii) all necessary technical documentation to use and maintain such Software (collectively, "**Escrow Materials**") in support of COUNTY, and as of Final Acceptance and thereafter so long as annual maintenance fees are current the CONTRACTOR shall ensure that at all times during the Agreement such Escrow Materials are fully up to date and complete. Such Escrow Agreement shall also provide that COUNTY may use the source code of the Software to self-support the Software if CONTRACTOR: (i) ceases to perform maintenance and support services or warranty services relating to such Software; (ii) is unable or unwilling to provide maintenance and support services or warranty services in respect of the Software to the COUNTY; (iii) ceases to carry on business in the normal course, becomes or is declared insolvent or bankrupt, is subject to any proceeding relating to its liquidation or insolvency, makes a general assignment for the benefit of all or substantially all of its creditors, or enters into an agreement for the composition, extension or readjustment of all or substantially all of its obligations. The CONTRACTOR shall make all payments required under the Escrow Agreement (including initial set-up fees and annual maintenance fees) for the duration of the contract.