



## BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 03/04/2025

\* = Mandatory, information must be provided

or Procurement Director Award: ☐

**\*Contractor/Vendor Name/Grantor (DBA):**

Election Systems & Software LLC

**\*Project Title/Description:**

Election Voting System and Related Services

**\*Purpose:**

Amendment of Award: Supplier Contract No. SC2400000794, Amendment No. 04. This Amendment is for a one-time increase in the amount of \$954,000.00 for a cumulative not-to-exceed contract amount of \$5,052,212.00, adds Price Warranty and Trade-In language to the contract, adds the Forced Labor of Ethnic Uyghurs language to the contract, pursuant to A.R.S. § 35-394, and adds the Heat Injury and Illness Prevention and Safety Plan language to the contract, pursuant to Pima County Procurement Code 11.40.030. This increase is required to trade-in and purchase additional tabulator machines. Administering Department: Elections.

**\*Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.020, Competitive sealed proposals, on 09/02/2014 the Board of Supervisors approved an award of contract for an initial term of six (6) years and an award amount of \$886,947.00 with one (1) one-year renewal option.

On 05/17/2016, the Board of Supervisors approved Amendment No. 01, which increased the not-to-exceed contract amount by \$411,265.00 for a cumulative not-to-exceed contract amount of \$1,298,212.00.

On 06/18/2019, the Board of Supervisors approved Amendment No. 02, which increased the not-to-exceed contract amount by \$1,300,000.00 for a cumulative not-to-exceed contract amount of \$2,598,212.00.

On 08/17/2020, the Board of Supervisors approved Amendment No. 03, which extended the termination date to 09/01/2026, increased the contract not-to-exceed amount by \$1,500,000.00 for a cumulative not-to-exceed contract amount of \$4,098,212.00, and appended the contract with the Israel Boycott Certification language, pursuant to A.R.S. § 35-393.01. No renewals remained.

PRCUID: 134018

Attachments: Contract Amendment No. 04 and Elections memo.

**\*Program Goals/Predicted Outcomes:**

Support for elections equipment and software.

**\*Public Benefit:**

Reduction in downtime and time needed to produce election results.

**\*Metrics Available to Measure Performance:**

Time reduction in election system provides more efficient performance.

**\*Retroactive:**

No.

TO: COB 02/03/2025

PGS: 5

**THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED**

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (\*) fields

**Contract / Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_  
 Commencement Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☐ Expense Amount \$ \_\_\_\_\_ \* ☐ Revenue Amount: \$ \_\_\_\_\_

**\*Funding Source(s) required:** \_\_\_\_\_

Funding from General Fund? ☒ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

Contract is fully or partially funded with Federal Funds? ☐ Yes ☐ No

If Yes, is the Contract to a vendor or subrecipient? \_\_\_\_\_

Were insurance or indemnity clauses modified? ☐ Yes ☐ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☐ No

If Yes, attach the required form per Administrative Procedure 22-10.

**Amendment / Revised Award Information**

Document Type: SC Department Code: PO Contract Number (i.e., 15-123): SC2400000794  
 Amendment No.: 04 AMS Version No.: N/A  
 Commencement Date: 03/04/2025 New Termination Date: N/A  
 Prior Contract No. (Synergen/CMS): MA-PO-15-051

☒ Expense ☐ Revenue ☒ Increase ☐ Decrease

Amount This Amendment: \$ 954,000.00

Is there revenue included? ☐ Yes ☒ No If Yes \$ N/A

**\*Funding Source(s) required: General Fund**

Funding from General Fund? ☒ Yes ☐ No If Yes \$ \_\_\_\_\_ % 100

**Grant/Amendment Information (for grants acceptance and awards)**

☒ Award ☐ Amendment

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Grant Number (i.e., 15-123): \_\_\_\_\_  
 Commencement Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Amendment Number: \_\_\_\_\_  
☐ Match Amount: \$ \_\_\_\_\_ ☐ Revenue Amount: \$ \_\_\_\_\_

**\*All Funding Source(s) required:** \_\_\_\_\_

\*Match funding from General Fund? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Match funding from other sources? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Funding Source: \_\_\_\_\_

\*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Procurement Officer, Troy McMaster  
 Department: Procurement Director, Terri Spencer

Division Manager, Ana Wilber  
 Telephone: 520.724.8728

Digitally signed by Ana Wilber  
 Date: 2025.01.30 13:53:39 -0700

Department Director Signature: \_\_\_\_\_

Date: 2/3/2025

Deputy County Administrator Signature: \_\_\_\_\_

Date: 2-3-2025

County Administrator Signature: \_\_\_\_\_

Date: 2-3-2025

**MEMORANDUM**

Date: January 24 2025

TO: Procurement Department

FROM: Constance L Hargrove  
Elections Director

RE: Justification for Contract Award Increase for SC 24\*0794

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Pima County Elections is looking to upgrade our tabulator machines from DS8950s to DS950s. These new tabulators would increase the speed and effectiveness of ballot processing. Our current tabulators, DS8950s, were bought in 2014 and 2015 and are 10 years old. The Elections Department experienced increased jamming and misfeeding of ballots during the November General Elections, requiring staff to rerun the ballots. Due to this, services to the machines will become less available, and ballot processing will become less efficient. Upgrading these tabulators will ensure we maintain accuracy and efficiency in ballot processing and keep up with demand as the number of registered voters increases. The upgrade ensures the availability of parts and compatibility as the vendor updates software.

**Pima County Procurement Department****Administering Department:** Elections**Project:** Elections Voting System and Related Services**Contractor:** Election Systems & Software LLC

11208 John Galt Boulevard

Omaha, NE 68137

**Contract No:** SC2400000794 (formerly MA-PO-15-051)**Contract Amendment No.:** 04

Original Contract Term	9/3/2014 – 9/1/2020	Original Contract Amount:	\$	886,947.00
Prior Termination Date	9/1/2026	Prior Amendments Amount:	\$	3,211,265.00
New Termination Date	N/A	This Amendment Amount:	\$	954,000.00
		Revised Total Amount:	\$	5,052,212.00

**CONTRACT AMENDMENT****1. Parties, Background and Purpose.****1.1. Background.**

On September 2, 2014, County and Contractor entered into the above referenced agreement to provide an Elections Voting System and Related Services.

**1.2. Purpose.**

County requires the purchase of additional tabulators.

**2. Compensation and Payment.**

The parties agree to increase the contract amount by \$954,000.00. Pricing for the purchase of the additional tabulators and related services are set forth in **Exhibit A-3: DS950 Price Quote** (1 page). County's total payments to Contractor under this Contract, including any sales taxes, will not exceed \$5,052,212.00.

**3. Price Warranty and Trade-In Allowance.**

Contractor will give County the benefit of any price reduction before actual time of shipment. Parties may negotiate a fair and equitable trade-in allowance value for County surplus property to be applied through either a discounted purchase price or account credit. The trade-in value must be stated on a written price quote prior to County making a purchase, or on a credit memo invoice for a prior purchase. Trade-In property will be itemized on the quote or invoice by description, model/part number, quantity and guaranteed trade-in value. County will coordinate and document the delivery of surplus trade-in property to Contractor. Award of contract constitutes disposition authority to trade-in surplus property pursuant to Board of Supervisors' Policy D.29.11, Surplus Personal Property.

**4. Heat Injury and Illness Prevention and Safety Plan.**

Pursuant to Pima County Procurement Code 11.40.030, Contractor hereby warrants that if Contractor's employees perform work in an outdoor environment under this Contract, Contractor will keep on file a written Heat Injury and Illness Prevention and Safety Plan. At County's request, Contractor will provide a copy of this plan and documentation of heat safety and mitigation efforts implemented by Contractor to prevent heat-related illnesses and injuries in the workplace. Contractor will post a copy of the Heat Injury and Illness Prevention and Safety Plan where it is accessible to employees. Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract complies with this provision.

**5. Forced Labor of Ethnic Uyghurs.**

Pursuant to A.R.S. § 35-394 if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

***SIGNATURE PAGE TO FOLLOW***

IN WITNESS WHEREOF, the parties have approved this Amendment and agree to be bound by the terms and conditions of the Contract on the dates written below.

All other provisions of the Contract not specifically changed by this Amendment remain in effect and are binding upon the parties.

This contract template has been approved as to form by the Pima County Attorney's Office.

**Pima County**

**Election Systems & Software LLC**

\_\_\_\_\_  
Chair, Board of Supervisors

  
\_\_\_\_\_  
Authorized Officer Signature

\_\_\_\_\_  
Date

01/29/2025  
\_\_\_\_\_  
Date

ATTEST

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Date

Approved as to Content

  
\_\_\_\_\_  
Department Head

1/30/2025  
\_\_\_\_\_  
Date

## Pima County Elections Purchase Proposal Quote

Submitted by Election Systems &amp; Software

**Purchase Solution Includes:**

Quantity	Item Description	Unit Price	Extended Price
<b>Tabulation Hardware</b>			
6	<b>DS950 High-Speed Scanner and Tabulator:</b> DS950 (Includes Steel Table/Cart, Start-Up Kit, Dust Cover, Reports Printer, Battery Backup, USB Cable, and Two (2) Standard 8GB Memory Devices)	\$135,500.00	\$813,000.00
6	Standard 8GB Memory Device (Additional)	\$230.00	\$1,380.00
<b>Services</b>			
1	Implementation Services	\$2,050.00	\$2,050.00
X	Central Scanner Training		
1	Election On-Site Support	\$5,675.00	\$5,675.00
X	Tabulation Equipment Installation		\$10,800.00
X	1 Year Hardware and Software Warranty		Included
X	Estimated Shipping and Handling		\$4,950.00
X	Trade-In Allowance. Equipment Being Traded-In by Customer Includes: 4-DS850 Scanner		(\$50,000.00)
<b>Total Purchase Solution</b>			<b>\$787,855.00</b>
<b>Payment Terms</b>			
Amount due within thirty (30) calendar days of contract execution:			\$393,927.50
Amount due within thirty (30) calendar days of delivery of Hardware and/or Software:			\$393,927.50
<b>Annual Post-Warranty License and Maintenance and Support Fees</b> <b>(Fees are Based Upon a 1-Year Customer Commitment to Subscribe to the Following Services)</b>			
6	<b>Annual Post-Warranty Hardware Maintenance and Support Fees:</b> HMA DS950 - Extended Warranty with Annual Maintenance	\$4,780.00	\$28,680.00
6	<b>Annual Post-Warranty Firmware License and Maintenance and Support Fees:</b> Firmware License - DS950	\$1,955.00	\$11,730.00
<b>Total Annual Post-Warranty License and Maintenance and Support Fees</b>			<b>\$40,410.00</b>

**Footnotes:**

1. This quote is an estimate and is subject to final review and approval by both ES&S and the Customer.
2. Rates valid for thirty (30) days and thereafter may change.
3. Any applicable (City & State) sales taxes have not been included in pricing and are the responsibility of the customer.
4. Subject to state, municipal, jurisdictional, provincial or territory laws to the contrary, the above pricing information is confidential, proprietary and trade secret information of ES&S and is intended only for the use of the individual or entity to which the document is directed to. This information may not be disclosed or reproduced either publicly or to any other individual or entity without the prior written authorization of ES&S.
5. The quantity of service days reflects a reasonable estimate for implementation and selected ongoing election services. Quantities may change depending on specific Customer needs.
6. ES&S will coordinate the pickup and transportation of the trade-in equipment from Customer's site on a date to be mutually agreed upon by the parties. Customer is responsible for preparing, packaging and palletizing the trade-in equipment for shipment.