



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: 5/17/2016

or Procurement Director Award ☐

Contractor/Vendor Name (DBA): Election Systems & Software LLC

Project Title/Description:

Elections Voting System and Related Services

Purpose:

Amendment of Award: Master Agreement No. MA-PO-15-051, Amendment No. 01. Increase award by \$411,265.00 for additional equipment, software and services to a cumulative amount of \$1,268,212.00.

Administering Department: Elections.

Procurement Method:

Pursuant to Pima County Procurement Code 11.12.020, Competitive Sealed Proposals, Solicitation No. 134018 was conducted. On 09/02/2014, the Board of Supervisors approved an award of contract for an initial term of six (6) years in the amount of \$856,947.00 which included one (1) six-year renewal option.

This Amendment No.01 is required to increase funding by \$411,265.00 for required additional voting equipment, license fees, and hardware and software maintenance and support services. The additional equipment and services are required to increase scanning speed to provide faster scanning of election night results and any automatic recounts, to provide for a contingency in the event equipment becomes inoperable, and to acquire devices which duplicate ballots that cannot be read due to stray marks or damage.

Attachments: Master Agreement and Contract Amendment No. 01.

Program Goals/Predicted Outcomes:

Support for elections equipment and software.

Public Benefit:

A reduction in downtime and the time needed to produce election results.

Metrics Available to Measure Performance:

Time reduction in the elections system provides more efficient performance.

Retroactive:

No

Procure Dept 05/10/16 PM10:40

Original Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Effective Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____

☐ Expense Amount: \$ _____ ☐ Revenue Amount: \$ _____

Funding Source(s): _____

Cost to Pima County General Fund: _____

Contract is fully or partially funded with Federal Funds? ☐ Yes ☐ No ☐ Not Applicable to Grant AwardsWere insurance or indemnity clauses modified? ☐ Yes ☐ No ☐ Not Applicable to Grant AwardsVendor is using a Social Security Number? ☐ Yes ☐ No ☐ Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment InformationDocument Type: MA Department Code: PO Contract Number (i.e., 15-123): 15-051Amendment No.: One (01) AMS Version No.: 4Effective Date: 05/17/2016 New Termination Date: _____☒ Expense ☐ Revenue ☒ Increase ☐ Decrease Amount This Amendment: \$411,265.00Funding Source(s): Help America Vote Act Grant

Cost to Pima County General Fund: _____

Contact: Commodity Contracts Officer, Paul Turner 5/6/16 TRG/evr 5-6-16Department: Procurement May 10/16 Telephone: 724-3723Department Director Signature/Date: Brady Steen 5-10-16Deputy County Administrator Signature/Date: Jon Burke 5-10-16County Administrator Signature/Date: by: Jon Burke 5-10-16
(Required for Board Agenda/Addendum Items)



MASTER AGREEMENT

PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES CONTRACT EXECUTION

Master Agreement No: 1500000000000000051

MA Version: 4

Page: 1

Description: Elections Voting System and Related Services

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Pima County Procurement Department
130 W. Congress St. 3rd Fl
Tucson AZ 85701

Issued By: PAUL TURNER
Phone: 5207243723
Email: paul.turner@pima.gov

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Initiation Date: 09-02-2014

Expiration Date: 09-01-2020

NTE Amount: \$1,268,212.00

Used Amount: \$686,033.00

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Election Systems & Software LLC

11208 John Galt Boulevard

Omaha NE 68137

Contact: Anne Lionberger
Phone: 402-970-1107
Email: anne.lionberger@essvote.com
Terms: 0.0000 %
Days: 30

Shipping Method: Vendor Method
Delivery Type: STANDARD GROUND
FOB: FOB Dest, Freight Prepaid

Modification Reason

Amendment to increase award by \$411,265.00 for additional equipment, software and services. Attachments: Board of Supervisors Award and Contract Amendment No. 01.

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All Transactions and conduct are required to conform to these documents.



MASTER AGREEMENT DETAILS

Master Agreement No: 15000000000000000051

MA Version: 4

Page: 2

Line	Description					
1	Free Form Line Item for Equipment					
	Service Contract Amt			Service From	Service To	
	\$0.00			--	--	
2	ES&S Equipment					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$746290			
3	ES&S License Fees					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$132352			
4	Election Support Services					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$137275			
5	Maintenance and Support Fees					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$252295			
10	Free Form for Licenses					
	Service Contract Amt			Service From	Service To	
	\$0.00			--	--	
11	Free Form for Maintenance and Support Fees					
	Service Contract Amt			Service From	Service To	
	\$0.00			--	--	
12	Free Form for Election Support Services					
	Service Contract Amt			Service From	Service To	
	\$0.00			--	--	

<p>PIMA COUNTY OFFICE OF ELECTIONS</p> <p>PROJECT: ELECTIONS VOTING SYSTEM AND RELATED SERVICES</p> <p>CONTRACTOR: ELECTION SYSTEMS & SOFTWARE LLC</p> <p>CONTRACT NO.: MA-PO-15-051</p> <p>CONTRACT AMENDMENT NO.: One (01)</p>	<p align="center">CONTRACT</p> <p>NO. <u>MA-PO-15-051</u></p> <p>AMENDMENT NO. <u>01</u></p> <p>This number must appear on all invoices, correspondence and documents pertaining to this contract.</p>
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ORIG. CONTRACT TERM: 09/02/2014 – 09/01/2020	ORIG. CONTRACT AMOUNT: \$ 856,947.00
TERMINATION DATE PRIOR AMENDMENT: 09/01/2020	PRIOR AMENDMENTS: \$ 0.00
TERMINATION THIS AMENDMENT: 09/01/2020	AMOUNT THIS AMENDMENT: \$ 411,265.00
	REVISED CONTRACT AMOUNT: \$1,268,212.00

CONTRACT AMENDMENT

WHEREAS, COUNTY and CONTRACTOR entered into a Contract for services as referenced above; and

WHEREAS, CONTRACTOR and COUNTY have agreed to increase the contract amount to allow payment for additional equipment, software and services and the continued provision of Elections Voting System and Related Services during the term of the contract; and

WHEREAS, CONTRACTOR and COUNTY have agreed to remove Exhibit A and replace it with Exhibit A-1; and

WHEREAS, CONTRACTOR and COUNTY have agreed to add Exhibit G.

NOW, THEREFORE, it is agreed as follows:

CHANGE: ARTICLE III – COMPENSATION AND PAYMENT:

From: "...an amount not to exceed eight hundred fifty-six thousand nine hundred and forty-seven dollars (\$856,947.00). Pricing for work or products/materials will be as set forth in Exhibit A: Pricing Summary."

To: "...an amount not to exceed one million two hundred sixty-eight thousand two hundred twelve dollars (\$1,268,212.00). Pricing for work or products/materials will be as set forth in Exhibit A-1: Pricing Summary."

DELETE: EXHIBIT A

ADD: EXHIBIT A-1, EXHIBIT G

The effective date of this Amendment shall be May 17, 2016.

EXHIBIT A-1
(Amended 05/2016)
PRICING SUMMARY

Sale Summary:		
Description	REFER TO	Amount
ES&S Equipment	Exhibit B	\$483,990.00
ES&S Software License Fees	Exhibit C	\$116,352.00
Election Support Services	Exhibit D	\$33,275.00
Maintenance and Support Fees	Exhibit E	\$223,330.00
Shipping and Handling	Note 1	Included
Total Net Sale		\$856,947.00
Amendment No.01		
ES&S Equipment	Exhibit G	\$261,050.00
Shipping and Handling	Exhibit G	1,250.00
ES&S Software License Fees	Exhibit G	\$ 16,000.00
Election Support Services	Exhibit G	\$104,000.00
Maintenance and Support Fees	Exhibit G	\$ 28,965.00
Total Amendment		\$411,265.00
Total Contract		\$1,268,212.00
Terms & Conditions:		

Note 1: Any applicable state and local taxes are not included, and are the responsibility of Customer. See Section 3.5. Premium for rush transportation services incurred in connection with deliverables included in the Total Net Sale are additive and will be billed as incurred.

Note 2: Payment Terms are as follows:

\$895,917.00 due Thirty (30) Calendar Days after the later of (a) Equipment Delivery or (b) Receipt of Corresponding ES&S Invoice.

\$44,666.00 due on or before September 1, 2015 for the Coverage Dates of October 1, 2015 through September 30, 2016.

\$44,666.00 due on or before September 1, 2016 for the Coverage Dates of October 1, 2016 through September 30, 2017.

\$54,321.00 due on or before September 1, 2017 for the Coverage Dates of October 1, 2017 through September 30, 2018.

\$54,321.00 due on or before September 1, 2018 for the Coverage Dates of October 1, 2018 through September 30, 2019.

\$54,321.00 due on or before September 1, 2019 for the Coverage Dates of October 1, 2019 through September 30, 2020.

Not to Exceed \$16,000.00 for as needed License Fees due Thirty (30) Calendar Days after the Receipt of Corresponding ES&S Invoice (refer to Exhibit G).

Not to Exceed \$104,000.00 for as needed Support Services due Thirty (30) Calendar Days after the Receipt of Corresponding ES&S Invoice (refer to Exhibit G).

Note 3: Services in excess of those set forth in Exhibit D shall be charged at the rate of \$1,575.00 per day, including expenses.		
Note 4: ES&S anticipates delivering the Equipment and Software in accordance with Section 3.1 as follows:		
ES&S Equipment	<u>Estimated Delivery Date</u> To Be Determined	
ES&S Software	To Be Determined	
Warranty:		
ES&S Equipment and ES&S Software-Warranty Period: Anticipated Warranty Period: October 1, 2014 through September 30, 2015 or one year after installation for new equipment	1-Year	
Ongoing Services:		
Description	Refer to	Annual Fee
Routine Maintenance Services during Warranty Period; Payment is due 30 days after invoice.	Section 3.3	N/A
Post Warranty Hardware Maintenance Services	Exhibit E	See Exhibit E
Services commence upon Expiration of the initial one-year warranty period. Fees reflect a one-year term. Payment is due at the start of the maintenance Period.		
Post Warranty Software Maintenance & Support Services		
- ES&S Firmware	Exhibit E	See Exhibit E
- All Other ES&S Software	Exhibit E	See Exhibit E
Services commence upon Expiration of the initial one-year warranty period. Fees reflect a one-year term. Payment is due at the start of the maintenance period.		

[END OF EXHIBIT A-1]

EXHIBIT G
05/2016 AMENDMENT: ADDITIONAL EQUIPMENT AND RELATED SERVICES

ES&S EQUIPMENT

QUANTITY	DESCRIPTION	TOTAL PRICE
2	Model DS850 (Includes Scanner, Steel Table/Cart, Start-up Kit, Dust Cover, Reports Printer, Audit Printer, Battery Backup, Two (2) USB Cables, Five (5) BGB Thumb drives, and Shipping and Handling	\$223,000.00
2	DS850 Initial License Fee	Included
	Installation and Training	\$ 2,000.00
10	ExpressVote Unit Including Soft-Sided Case, Detachable ADA Keypad, 4GB Flash Drive, and Headphones	\$ 35,000.00
	Installation and Acceptance Testing for ExpressVote	\$ 1,050.00
	Shipping and handling	\$ 1,250.00
	TOTAL:	\$262,300.00

ES&S SOFTWARE

QUANTITY	DESCRIPTION	TOTAL PRICE
	Election System licensed pursuant to Section 2.2(a) of the General Terms	
4	ElectionWare Results (ENR) Software License fee \$1,000 per year beginning in 2016	\$4,000.00
16	Election set-up fee: \$750 per election. 16 elections <u>estimated</u> beginning in 2016	12,000.00
	TOTAL	\$16,000.00

ELECTION SUPPORT SERVICES

QUANTITY	DESCRIPTION	TOTAL PRICE
4	Coding Fees for Primary Elections \$8,000 each <u>estimated</u> at 1 Primary for each year of contract beginning in 2016	\$32,000.00
12	Coding Fees for General and Non-General Elections \$ 6,000 each <u>estimated</u> at 3 General and/or Non-General Election each year of contract beginning in 2016	\$72,000.00
	TOTAL:	\$104,000.00

HARDWARE AND FIRMWARE MAINTENANCE AND SUPPORT FEES (3 years)

QUANTITY	DESCRIPTION	TOTAL PRICE
2	Hardware Maintenance and Support DS850 – Silver Coverage	\$14,640.00
10	Hardware Maintenance and Support ExpressVote – Silver Coverage	\$ 2,925.00
2	Firmware License - DS850	\$ 9,450.00
10	Firmware License - ExpressVote	\$ 1,950.00
	TOTAL:	\$28,965.00

Any applicable state and local taxes are not included, and are the responsibility of Customer.

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

IN WITNESS THEREOF, the parties have affixed their signatures to this Amendment on the dates written below.

APPROVED:

Chair, Board of Supervisors

Date

CONTRACTOR:

Signature

Richard Cipicuto, PCAF
Name and Title (Please Print)

5/6/2016
Date

ATTEST

Clerk of Board

Date

APPROVED AS TO FORM:

Tobin Rosen
Tobin Rosen, Deputy County Attorney

4/22/16
Date

APPROVED AS TO CONTENT

Ernest Wilson
Director, Elections Department

5-2-16
Date