Memorandum

MIAMI-DADE COUNTY

Agenda Item No. 9(A)(10)(A)

Date: April 22, 2008

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Award of Contract No. RFP604: Ballot on Demand System

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RECOMMENDATION

It is recommended that the Board of County Commissioners approve the award of this contract to Runbeck Election Services Inc. to provide a Ballot on Demand System (System), for the Miami-Dade Elections Department.

CONTRACT NUMBER: RFP604

CONTRACT TITLE: Ballot on Demand System

DESCRIPTION: This contract will provide the Miami-Dade Elections Department with the ability to produce a voter specific ballot, on demand, at Early Voting locations throughout the County. This System will assist in streamlining the overhead costs associated with the management of ballot inventory and eliminate the need to produce more ballots than are required.

TERM: Initial four (4) year term with five (5), one-year options-to-renew, at the County's sole discretion.

APPROVAL TO ADVERTISE: January 10, 2008

CONTRACT AMOUNT: $3,367,092 for the initial four-year term

USING/MANAGING AGENCY AND FUNDING SOURCE(S):

Department	Allocation	Funding Source
Elections	$3,367,092	State and General Funds

PREVIOUS CONTRACT AMOUNT: Not applicable.

METHOD OF AWARD: Full and open competitive Request for Proposals process.

VENDOR(S) RECOMMENDED FOR AWARD:

Vendor	Address	Principal	Award
Runbeck Election Services Inc.	2404 W. 14th St. Suite 110 Tempe, AZ 85281	Kevin Runbeck	Primary

VENDOR(S) NOT RECOMMENDED FOR AWARD: Not Applicable. One proposal was received in response to the Request for Proposals.

CONTRACT MEASURES: Small Business Enterprise (SBE) Bid Preference.

LIVING WAGE: Not applicable

USER ACCESS PROGRAM: This contract includes the User Access Program (UAP) provision. The 2% program discount will be collected on all purchases.

LOCAL PREFERENCE: Local Preference was considered in accordance with the applicable ordinances, and did not affect the outcome.

PERFORMANCE DATA: There are no known performance issues.

COMPLIANCE DATA: There are no compliance issues.

CONTRACT MANAGER(S): Adil Khan, Department of Procurement Management

Maria Saboya, Elections Department

COMMENCEMENT DATE: Upon approval by the Board of County Commissioners and expiration of the mayoral veto period.

BACKGROUND

Recent legislative changes have eliminated the use of touch screen electronic voting devices in Florida, and requires the County to convert to paper ballots for voting. These changes, along with the increasing popularity of voting by mail, required reassessment of traditional ballot printing and absentee ballot production methods to meet the changing needs of voters.

The Elections Department is seeking to implement an automated Ballot on Demand Printing System that can be configured to print absentee ballots and individual voter ballots in large quantities at remote early voting sites. The System will provide the department with the ability to generate a voter specific ballot, on demand, for early voting sites. The system will include the required software and hardware equipment to securely transport, set-up, print ballots, collate ballots, fold ballots, and manage the workflow of ballot production. This System is one

of the projects reported to the Board in July 2007 as one of the competitive solicitations necessary to implement optical scan voting. The state has provided partial funding for this System, and the County continues to seek more funding through the State Legislative Priorities package.

The system offered by Runbeck Election Services Inc. is a comprehensive solution that will provide a complete design, all required hardware equipment and materials, software, and ongoing support and maintenance services. The recommended vendor is also responsible for the facilities management service for all operational and support needs necessary to properly configure, supply, troubleshoot, and assist the County with absentee ballots, ballots at early voting sites, and the operation of the equipment throughout the term of the agreement. The County is protected in this contract by a termination clause in the event that funding is no longer available.

The Miami-Dade Elections Department services approximately one million registered voters, accommodates 749 precincts, manages 539 voting locations and 20 early-voting sites, and conducts elections for 35 incorporated municipalities located within the County. An average of three countywide and approximately 30 municipal elections are carried out in the County on a yearly basis. Multiple municipal elections are often scheduled for the same date as countywide elections, and some include municipal contests on the same ballot.

Alex T. Hudall
Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: April 22, 2008

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 9(A)(10)(A)

Please note any items checked.

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Manager's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No.9(A)(10)(A)
4-22-08

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH RUNBECK ELECTION SERVICES, INC. TO PROVIDE A BALLOT ON DEMAND SYSTEM; AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO EXECUTE AN AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS, AND TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN CONTRACT NO. 604

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the selection of Runbeck Election Services, Inc., in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or his designee to execute same for and on behalf of Miami-Dade County and to exercise any cancellation and renewal provisions and any other rights contained therein.

The foregoing resolution was offered by Commissioner ,
who moved its adoption. The motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman
Barbara J. Jordan, Vice-Chairwoman

Jose "Pepe" Diaz
Carlos A. Gimenez
Joe A. Martinez
Dorrin D. Rolle
Katy Sorenson
Sen. Javier D. Souto
Audrey M. Edmonson
Sally A. Heyman
Dennis C. Moss
Natacha Seijas
Rebeca Sosa

The Chairperson thereupon declared the resolution duly passed and adopted this 22nd day of April, 2008. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Oren Rosenthal

Memorandum

MIAMI-DADE COUNTY

Date: February 23, 2008

To: Miriam Singer
Director
Department of Procurement Management

Via: Linda Leasburg-Kramer
Division Director
Department of Procurement Management

From: Adil Khan, Chairperson
Selection Committee

Subject: Report of Selection Committee for RFP 604: Ballot on Demand System

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The Selection Committee has completed the task of evaluating the proposal submitted in response to the above referenced Request for Proposals ("RFP") following the guidelines published in the RFP solicitation as summarized below.

Committee meeting dates:

February 11, 2008 Review Team Kick-off Meeting
February 21, 2008: Review Team Meeting
February 21, 2008: Oral Presentation by Runbeck Election Services
February 21, 2008: Voting Members finalized the scores

Verification of compliance with contract measures: The Review Committee meeting of 11/14/2007 recommended a Small Business Enterprise (SBE) Selection Factor for this solicitation. Only one proposal was received in response to the Solicitation. The Selection Factor did not impact the outcome.

Verification of compliance with minimum qualification requirements: The RFP had minimum qualification requirements which were reviewed by the Chairperson. The proposer met the minimum requirements outlined in the solicitation document.

Evaluation Criteria:

	Evaluation Criteria	Points
1	Ballot on Demand: Technical and functional specifications to meet the requirements of this solicitation	30
2	Proposer's project management approach to meet County's needs as described in this Solicitation	20
3	Proposer's experience and past performance in providing the types of services requested in this Solicitation	20
4	Experience and qualifications of individuals, including subcontractors, that will be assigned to this project	20
5	Price: Price will be evaluated based on overall best value to the County, taking into consideration overall standard components and system functionality	10
	Total Proposal Evaluation Points	**100**

Proposer	***Total Score*** *(Technical & Price)*
Runbeck Election Services	420

Final scores (Maximum of 500):

Proposer	*Technical Score*	*Price Score*	*Total Score*	*Price / Cost Submitted*
Runbeck Election Services	400	20	420	$6,456,162

Local Preference: Local Preference was considered in accordance with the applicable ordinances, but did not affect the outcome.

Other information: One proposal was received in response to the Request for Proposals. The Selection Committee had several concerns regarding the technical aspects of the proposed solution. On February 21, 2008, the Selection Committee met to hear an oral presentation from Runbeck Election Services. The Selection Committee reconvened after the Oral presentation to discuss the proposal, finalize the scores, and make a recommendation to proceed with negotiations with Runbeck Election Services. A consensus statement from the Selection Committee is attached with this report.

Runbeck Election Services is a leading provider of Ballot on Demand system in the nation. Application functionality and experience in this kind of application development and service delivery were key factors in evaluating the vendors. These factors were therefore weighted significantly higher than the price.

Negotiations: The Selection Committee recommends that the County enter into negotiations with Runbeck Election Services due to the over all best value of the proposal. The Selection Committee has requested that negotiating team address the issue of security, project cost and required contract timelines during negotiations. The following individuals will participate in the negotiations:

Adil Khan, Sr. Procurement Contracting Officer, DPM.
Patrick Morris, Assistant Deputy Supervisor Electronic Voting, Elections.
Michael Johnson, Deputy Supervisor of Electronic Voting, Elections.

The composite score sheet and copies of all individual score sheets are attached for your review.

Adil - please address significant cost reduction, security and timeline in negotiations.
MSinger

Approved:

MSinger

Miriam Singer, Director

2/26/08
Date

Selection Committee Consensus Statement

After reviewing the technical / price proposal, Interviewing the proposer, and discussing the merits of the proposal, the Selection Committee of RFP604: Ballot on Demand System unanimously recommends that the County enter into negotiations with Runbeck Election Services. Based on the requirements of the Solicitation, the proposed solution satisfies the needs of County to effectively establish a Ballot on Demand production system in accordance with the department of Election's guidelines and County's technology standards. The selection committee, however, has identified technical issues which need to be addressed by Runbeck Election Services such as security and other issues that need better capabilities. Furthermore, the timeline identified will be very difficult to meet and needs to be examined. Last, the cost needs to be negotiated significantly downward.

Proposers:

Runbeck Election Services

Voting Members:

Henry Guerrero (Elections) Signature: _____ Date: 2/21/08

Jerry Crawford (ETSD) Signature: _____ Date: 2/21/08

Smita Shah (Elections) Signature: _____ Date: 2/21/08

Ultimo De Olivera (SBD) Signature: _____ Date: 2/21/08

Rolf Strackman (GSA) Signature: _____ Date: 2/21/8

Selection Committee Chair Person:

Name: Adil Khan (DPM) Signature: _____ Date: 2/21/08

RFP NO.604
TITLE: Ballot Order Tracking System
Evaluation of Proposals

Final Composite Scores

Evaluation Criteria	Proposer: Runbeck Election Services	Vendor Score in each Criteria (Percent of Total)
1. Ballot on Demand: Technical and functional specifications to meet the requirements of this solicitation (Max. Points: 150)	118.00	78.67%
2. Proposer's project management approach to meet County's needs as described in this Solicitation (Max. Points: 100)	88.00	88.00%
3. Proposer's experience and past performance in providing the types of services requested in this Solicitation (Max. Points: 100)	94.00	94.00%
4. Experience and qualifications of individuals, including subcontractors, that will be assigned to this project (Max Points: 100)	100.00	100.00%
Total Technical (Max. Points: 450)	400.00	88.89%
5. Price: Price will be evaluated based on overall best value to the County, taking into consideration overall standard components and system functionality (Max. Points: 50)	20.00	40.00%
TOTAL POINTS *(Technical + Price)* (Max. Points 500)	420.00	84.00%
Local Preference* *(Highest ranked proposer's total points - 5% = Local Preference range)*	N/A	

Signature

Chairperson: _____ Date: 2/21/08

Reviewed By: _____ Date:

Ranking 1

Local Preference

Is highest ranked local? Y / N N/A

Is firm within 5% local? Y / N N/A

Is any firm within 5% of the highest ranked? Y / N N/A

RFP- Selecetion Committee Final Scores RFP 604: Ballot on Demand System (2/21/08)

Voter	Runbeck Election Services		
Henry Guerrero			
Functional Specs 30	28		
Proj Mgmt 20	18		
Proposer Experience 20	19		
Personnel Experience 20	20		
Sub Total	85		
Pricing 10	4		
Local Pref 5%			
SBE 10% of Tech. point			
Total	**89**		
Smita Shah			
Functional Specs 30	25		
Proj Mgmt 20	20		
Proposer Experience 20	20		
Personnel Experience 20	20		
Sub Total	85		
Pricing 10	5		
Local Pref 5%			
SBE 10% of Tech. point			
Total	**90**		
Jerry Crawford			
Functional Specs 30	20		
Proj Mgmt 20	15		
Proposer Experience 20	15		
Personnel Experience 20	20		
Sub Total	70		
Pricing 10	5		
Local Pref 5%			
SBE 10% of Tech. point			
Total	**75**		
Rolf Strackman			
Functional Specs 30	25		
Proj Mgmt 20	20		
Proposer Experience 20	20		
Personnel Experience 20	20		
Sub Total	85		
Pricing 10	1		
Local Pref 5%			
SBE 10% of Tech. point			
Total	**86**		
Ultimo De Olivera			
Functional Specs 30	20		
Proj Mgmt 20	15		
Proposer Experience 20	20		
Personnel Experience 20	20		
Sub Total	75		
Pricing 10	5		
Local Pref 5%			
SBE 10% of Tech. point			
Total	**80**		
Total Price 20			
Total (less Price) 400			
Grand Total (Maximum 500)	**420**		

[redacted]

RFP No. 604
Ballot on Demand

Preliminary Scores

SELECTION PROPOSERS / CRITERIA	Runbeck Election Services Inc.
Ballot on Demand: Technical and functional specifications to meet the requirements of this solicitation [Max Points: 30]	28
Proposer's project management approach to meet County's needs as described in this Solicitation. [Max Points: 20]	18
Proposer's experience and past performance in providing the types of services requested in this Solicitation. [Max Points: 20]	19
Experience and qualifications of individuals, including subcontractors, that will be assigned to this project. [Max Points: 20]	20
Price: Price will be evaluated based on overall best value to the County, taking into consideration overall standard components and system functionality. [Max Points: 10]	4
Total Points (100)	89

*Additional points may be added to qualifying Proposers based on the Selection Factor applied by the County's SBE program. (See Section 1.7 for details)

SIGNATURE

Na me

HENRY GUERRERO

Date: 2/21/08

smita

RFP No. 604
Ballot on Demand

Preliminary Scores

SELECTION PROPOSERS / CRITERIA	Runbeck Election Services Inc.
Ballot on Demand: Technical and functional specifications to meet the requirements of this solicitation [Max Points: 30]	25
Proposer's project management approach to meet County's needs as described in this Solicitation. [Max Points: 20]	20
Proposer's experience and past performance in providing the types of services requested in this Solicitation. [Max Points: 20]	20
Experience and qualifications of individuals, including subcontractors, that will be assigned to this project. [Max Points: 20]	20
Price: Price will be evaluated based on overall best value to the County, taking into consideration overall standard components and system functionality. [Max Points: 10]	5
Total Points (100)	90

*Additional points may be added to qualifying Proposers based on the Selection Factor applied by the County's SBE program. (See Section 1.7 for details)

Smita Shah
SIGNATURE

Na me

Date:

SMITA SHAH

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RFP NO.604
TITLE: Ballot On Demand System
Evaluation of Proposals

COMMITTEE MEMBER NAME:

SELECTION CRITERIA / PROPOSERS	Runbeck Election Services inc.		
Ballot on Demand: Technical and functional specifications to meet the requirements of this solicitation *(Max. Points: 30)*	20		
Proposer's project management approach to meet County's needs as described in this Solicitation *(Max. Points: 20)*	15		
Proposer's experience and pest performance in providing the types of services requested in this Solicitation *(Max. Points: 20)*	15		
Experience and qualifications of individuals, including subcontractors, that will be assigned to this project *(Max Points: 20)*	20		
Total Technical Points ***(Total of above rows)***	**0.00**		
Price: Price will be evaluated based on overall best value to the County, taking into consideration overall standard components and system functionality *(Max. Points: 10)*	5		
TOTAL POINTS *(Technical + Price)*	75 **0.00**		

Jerry Crawford
SIGNATURE

2/21/08
DATE

JERRY CRAWFORD

2/20/2008

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RFP No. 604
Ballot on Demand

Preliminary Scores

SELECTION PROPOSERS / CRITERIA	Runbeck Election Services Inc.
Ballot on Demand: Technical and functional specifications to meet the requirements of this solicitation [Max Points: 30]	25
Proposer's project management approach to meet County's needs as described in this Solicitation. [Max Points: 20]	20
Proposer's experience and past performance in providing the types of services requested in this Solicitation. [Max Points: 20]	20
Experience and qualifications of individuals, including subcontractors, that will be assigned to this project. [Max Points: 20]	20
Price: Price will be evaluated based on overall best value to the County, taking into consideration overall standard components and system functionality. [Max Points: 10]	1
Total Points (100)	86

*Additional points may be added to qualifying Proposers based on the Selection Factor applied by the County's SBE program. (See Section 1.7 for details)

SIGNATURE

Rolf Strackman
Na me

Date: 2/21/18

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Ultimo

RFP No. 604
Ballot on Demand

Preliminary Scores

SELECTION PROPOSERS / CRITERIA	Runbeck Election Services Inc.
Ballot on Demand: Technical and functional specifications to meet the requirements of this solicitation [Max Points: 30]	20
Proposer's project management approach to meet County's needs as described in this Solicitation. [Max Points: 20]	15
Proposer's experience and past performance in providing the types of services requested in this Solicitation. [Max Points: 20]	20
Experience and qualifications of individuals, including subcontractors, that will be assigned to this project. [Max Points: 20]	20
Price: Price will be evaluated based on overall best value to the County, taking into consideration overall standard components and system functionality. [Max Points: 10]	5
Total Points (100)	80

*Additional points may be added to qualifying Proposers based on the Selection Factor applied by the County's SBE program. (See Section 1.7 for details)

SIGNATURE

Name

Ultimo Oliveira

Date: 02/21/08

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DEPARTMENT OF PROCUREMENT MANAGEMENT

CAO Approval

Technical Services Division

BCC Approval Date: 00/00/0000 Agenda Item/ Reso No:

Project No: RFP604 **Project Title:** Ballot on Demand
Requisition No: RQEL0800002 Contract Value: $00,000,000.00
Description of Document: RFP **Action:** Legal Sufficiency
Current. Contract Value: $00,000,000.00 **Increase by:** 00% **New Value:** $00,000,000.00

Review Required

	1st Review Date	2nd Review Date	3rd Review Date	4th Review Date	Approved Sign	Approved Date
Assistant County Attorney Oren Rosenthal	4/1/08					4/1/08
Click Here Click Here						
Click Here Click Here						
Click Here Click Here						

Agent Name: Adil Khan **Phone:** 375-1436 **Date:** 3/28/08

Date	Initial	Comments

Attorney: Phone: version :mar7,08

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor:		County:	
By:		By:	
Name:	Kevin Runbeck	Name:	
Title:	CEO	Title:	
Date:	4/3/08	Date:	
Attest:	Tamara L White Corporate Secretary	Attest:	Clerk of the Board

Corporate Seal
(if applicable)

Approved as to form and legal sufficiency:

Assistant County Attorney

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Ballot on Demand System
Contract No. RFP604

THIS AGREEMENT (hereinafter referred to as this "Contract" or this "Agreement") made and entered into as of this _____ day of _____, 2008 by and between Runbeck Election Services, aInc., an Arizona corporation, having its principal office at-2404 West 14th Street, Suite 110, Tempe, Arizona 85281 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide a Ballot on Demand System, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 604 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated January 31, 2008, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Contractor such Ballot on Demand System for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

a) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services, RFP No. 604 and all associated addenda and attachments, the Contractor's Proposal, and all other attachments hereto and all amendments issued hereto.

b) The words "Contract Date" to mean the date on which this Agreement is effective.

c) The words "Contract Manager" to mean Miami-Dade County's Director, Department of Procurement Management, or the duly authorized representative.

d) The word "Contractor" to mean Runbeck Election Services, Inc. and its permitted successors and assigns.

e) The word "Days" to mean Calendar Days.

f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.

g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.

h) The words "Change Order" or "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.

i) The words "Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Contract.

k) The words "Scope of Services" to mean the document appended hereto as Appendix-A, which details the work to be performed by the Contractor.

l) The word "key personnel" to mean employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

m) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

n) The word "Equipment" to mean Sentio ballot printing equipment as detailed in Appendix – A

o) The words "County" or "Customer" to mean Miami-Dade County

p) The words "Declared Election Cycles" to mean any election cycle of Miami-Dade County Elections Department.

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The terms of this Agreement are as follows:

1) **EFFECTIVE DATE:** The Contract shall become effective on the date set forth above and shall be for a duration of forty eight months. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for five (5) additional twelve-month periods.

   Contractor Obligations: In addition to any other obligations set forth in this contract, Contractor shall provide, in exchange for payments; equipment and services to the County as set forth in Appendix A. The equipment will be rented to the County for the term of the contract. Upon completion of the contract term, or termination of the contract, the County shall return the equipment to the Contractor.

2) **ORDER OF PRECEDENCE:** The Contract (also, this "Agreement") shall consist of and the order of precedence in case of a conflict between or among the provisions of this Agreement shall be: (1) this Contract; (2) Appendix A: Scope of Services (hereinafter referred to as the "Services"); (3) Appendix B: Payment Terms. (4) the County's RFP No. 604 and any associated addenda and attachments; and (5) the Contractor's response to the County's RFP No. 604 (items 4 and 5 incorporated herein by reference)

3) **NATURE OF THE AGREEMENT:**
   a) The Contractor shall provide the services set forth in the Scope of Services (Appendix-A), and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.

   b) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

   c) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract.

4) **PAYMENT FOR SERVICES/AMOUNT OBLIGATED**: The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the rates for Services. The Contractor will be paid for the Contract amount upon invoices submitted to the County. The details of payments are set forth in Appendix B – Payment Term of this Agreement.

   The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall not exceed three million three hundred sixty seven thousand and ninety two dollars ($3,367,092), as set forth in Appendix B of this Contract. The County shall have no obligation to pay the Contractor any sum in excess of this amount, unless the Ballot Fees exceed projected amounts. In such case, the County and Runbeck agree cooperate in good faith to modify this Section 4 to increase the amount of this Contract. The County agrees to pay Runbeck in

accordance with the schedule set forth in "Appendix B" Payment Terms. County will pay the Rental fees as per the Payment Schedule set forth in Appendix B. For convenience purposes only, Runbeck will provide County with an invoice for each Rental Payment approximately 25 days prior to the due date of the applicable Rental Payment. In addition to the Rental Payments, County agrees to pay Runbeck the additional fees (2. Ballot Fees and 3. Election Set-up Fees) at the rate set forth in Appendix B for County's usage and production of Ballot Sheets. Upon the conclusion of each election period, Runbeck will provide County with an invoice for the applicable ballot production costs. The applicable Payment will be due and payable no later than 30 days after County's receipt of the applicable invoice. For the purposes of this Agreement, "Ballot Sheet" means an individual item or ballot produced through County's use of the Equipment and registered on the Equipment as such. Should the County decide to exercise its right to terminate this agreement, the County will be responsible to pay for the prorated Rental Fees for the Printers for the remainder of the contract year in which the County terminates the Agreement, plus any applicable early termination fees, as set forth in Appendix B.

5) **PRICING:** Prices shall remain firm and fixed during the term of the Agreement. If this Agreement is renewed or extended past the initial term, Contractor reserves the right to adjust the software license, maintenance fees, and ballot fees listed in Appendix B for any renewal or extension period, based upon certain executory costs. Any such adjustments for the software license, maintenance fees, and ballot fees, shall be mutually agreed upon by the parties, provided, however, that such adjustments shall not increase the software license, maintenance fees, and ballot fees more than 10% for the first annual renewal, and more than 3% for each renewal period thereafter.

6) **CONTRACT MANAGER:** The County's Contract Manager is the Director, Department of Procurement Management, who will manage this Contract on behalf of the County.

7) **NOTICE REQUIREMENTS:** All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if sent by registered or Certified Mail, return receipt requested, or delivered personally, or fax or e-mail (if provided below) delivery with hard copy to follow and in any case addressed as follows:

(1) to the County

a) to the Project Manager:
Miami-Dade County
Elections Department

Attention: Maria Saboya
Phone: (305) 499-8568
Fax: (305) 499-8547

and,

b) to the Contract Manager:

Miami-Dade County
Department of Procurement Management
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974

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Attention: Adil Khan
Phone: (305) 375-1436
Fax: (305) 375-5688

(2) To the Contractor

Runbeck Election Services, Inc.
2404 West 14 Street
Suite 110
Tempe, Arizona 85281

Attention: Kevin Runbeck
Phone: (602) 230-0510
Fax: (602) 437-1411

8) **METHOD AND TIMES OF PAYMENT:** The Contractor's request for payment shall be supported by reports or other documents reasonably required by the County, and shall show the Contractor's County Contract number, and the Contractor's federal identification number, in addition to any other information that may be required by the County. Additionally, all requests for payment shall have attached a copy of the original bill, the copy containing an original signature of an authorized representative of the Contractor. Payments shall be made within thirty (30) days after receipt by the County of properly supported invoices and shall be submitted not more than once every thirty days, in duplicate to the following addresses:

Miami-Dade County
Elections Department
2700 NW 87th Avenue
Doral, FL 33172

Attention: Maria Saboya, Deputy Supervisor of Elections

9) **INDEPENDENT CONTRACTOR RELATIONSHIP:** The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

10) **ENTIRE AGREEMENT:** This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

11) **CONFIDENTIALITY:** Except upon prior written approval of the County, the Contractor, or its subcontractors, shall not furnish or disclose to any person and/or organization, (a) any reports, studies, data, or other information provided to the Contractor by, or obtained by the Contractor from, the County in connection with the Services performed under this Contract, (b) any reports, studies, recommendations, data or information relating to, or made or developed by the Contractor in the course of the performance of the Services hereunder, or (c) the results of any such Services performed. All reports, studies, recommendations, and other products of the performance of Services are the property of the County and shall be delivered to the County with sufficient detail and clarity and with sufficient explanations and information to enable the County to understand, apply, and modify such products without further assistance from the Contractor.

12) **INDEMNIFICATION:** The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature, whether in tort, contract or otherwise, arising out of, relating to or in any way associated with this Agreement, or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners, principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided. Nothing herein shall be construed as a waiver of sovereign immunity by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations or claims. Notwithstanding anything to the contrary in this Agreement, Contractor shall have no indemnity obligations under this Agreement for any claim, demand, suit, cause of action, or proceedings of any kind or nature, whether in tort, contract, or otherwise, arising out of, or relating to, or in any way associated with, any act or omission of the County, its employees, agents, servants, partners, principals, or other subcontractors.

County does hereby indemnify, defend, and hold harmless Runbeck and Runbeck's agents, for, from, and against any and all claims, claims for damages, suits, actions, judgments, costs, losses, and any expenses of any nature whatsoever, including, but not limited to, legal costs and reasonable attorneys' fees, in any manner arising from or related to County's hire, use, possession, or operation of the Equipment, or from any breach by County of its obligations under this Agreement. County's obligations under this Section shall commence upon the execution of this Agreement and shall survive the termination or cancellation of this Agreement.

13) **INSURANCE:** The Contractor shall furnish to Miami-Dade County, Department of Procurement Management, Vendor Assistance Unit, 111 N.W. 1st Street, Suite 1300, Miami, FL 33128-1974, prior to the commencement of any work under this Agreement, Certificates(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

a) Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.

b) Public Liability Insurance on a comprehensive basis in an amount not less than $300,000 combined single limit per occurrence, for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

c) Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the work, in an amount not less than $300,000 combined single limit per occurrence, for bodily injury and property damage.

The insurance coverage required above shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Contractor.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County's GSA Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida", issued by the State of Florida Department of Insurance, and must be members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

NOTE: MIAMI-DADE COUNTY'S CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE.

Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligation under this section or under any other section of this Agreement. Award of this Agreement is contingent upon receipt of the insurance documents **within fifteen (15) calendar days after notification from the County and prior to commencement of any work under this Agreement.** If the insurance certificate is received within the specified time frame, but not in the manner prescribed, the Contractor shall be verbally notified of the deficiencies and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner and within the timeframes prescribed, the Contractor shall be in default of the contractual terms and conditions and award of the Agreement will be rescinded, unless such time frame for submission has been extended by the County.

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Furthermore, the Contractor may be prohibited from submitting proposals to the County for a period of one year.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in full force for the duration of the Agreement, including any and all option years that may be exercised by the County. If the insurance certificates are scheduled to expire during the term of the Agreement, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days before such expiration.

In the event that expired certificates are not replaced with new or renewed certificates that cover the Agreement period, the County shall suspend the contract until the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the contract for cause and the Contractor shall be responsible for all direct and indirect costs associated with such termination.

14) **SUBCONTRACTUAL RELATIONS:** Contractor shall not enter into any subcontracts, retain consultants, or assign, transfer, convey, sublet, or otherwise dispose of the ensuing contract, or any or all of its rights, title or interest herein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the County. Consent of the County does not confer upon the subcontractor any direct right of action against the County, or action against the County through the Contractor, or involve the County in any expense.

If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Agreement will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

The Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Contract relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.

The County will have the right to require the Contractor not to utilize the services of a person, firm or corporation debarred by the County. The County shall have the right to withdraw its consent to the use of a Subcontractor if it appears to the County that the subcontract will delay, prevent or otherwise impair the performance of Contractor's obligations under this Contract. The County shall have the right to pay the Subcontractor directly for the performance by such Subcontractor, in the event the County finds the Contractor in breach of its obligations and/or in default of this Contract. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any Subcontractor hereunder.

15) **SUBSTITION OF PERSONNEL:** In the event Contractor wishes to remove personnel from performing the Services hereunder, Contractor must notify the County's Project Manager in writing.

16) Contractor is not an agency, employee, representation or partner of the County, and it does not have the authority to act on behalf of the County or its agencies. Contractor's personnel shall not be employees of Miami-Dade County.

17) **COMPLIANCE:** Contractor shall comply with all laws, ordinances and regulations applicable to the Services contemplated herein, especially those applicable to conflict of interest and collusion. Contractor is presumed to be familiar with all Federal, State and local laws, ordinances, codes and regulations that may in any way affect the Services offered, especially Executive Order No. 11246 entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, apart 60), the Americans with Disabilities Act of 1990 and implementing regulations, the Rehabilitation Act of 1973, as amended, Chapter 553 of Florida Statutes and all other local, State and Federal directives, ordinances, rules, orders and laws relating to people with disabilities.

18 **NONDISCRIMINATION:** By entering into this Contract with the County and signing the Disability Nondiscrimination Affidavit (as part of the Vendor Registration) the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. The Resolution provides that "If any attesting firm, or any owner, subsidiary or other firm affiliated with or related to the attesting firm, is found by the responsible enforcement agency, the Courts or the County to be in violation of the Acts, the County will conduct no further business with such attesting firm. Any contract entered into based upon a false affidavit submitted pursuant to this resolution shall be voidable by the County. If any attesting firm violates any of the Acts during the term of any contract such firm has with the County, such contract shall be voidable by the County, even if the attesting firm was not in violation at the time it submitted its affidavit."

19) **AUDIT:** The County, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement. Pursuant to County Ordinance No. 03-2, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

20) **TERMINATION FOR CONVENEIENCE:** The County reserves the right to terminate this Contract at any time, with or without cause, with 30 days' prior written notice to the Contractor. In the event that the County exercises its right to terminate this Contract pursuant to this paragraph, the Contractor will be compensated as stated in the payment terms, herein, for the portion of the Services completed in accordance with the Contract

up to the effective termination date. Should the County decide to exercise its right to terminate this Contract prior to the expiration thereof, the County will be responsible to pay the Rental Fee for the Printers for the remainder of the Contract year in which this Agreement was terminated, and any other early termination fees, as set forth in Exhibit-A of this Contract.

If the Contractor commits any fraud, misrepresentation or material misstatement regarding its contractual obligations to the County, the County shall have the right to terminate this Contract; seek judgment for any monies due to the County, and; as a further sanction, the County may terminate or cancel any other contracts which the Contractor has with the County. The Contractor shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees. The Contractor may also be debarred from any County contracting for up to five (5) years.

21) **GOVERNING LAW:** The Contract shall be deemed to be executed in Miami-Dade County, State of Florida, regardless of the Contractor's domicile, and shall be interpreted and construed in accordance with the laws of the State of Florida. The Contractor agrees that the venue for any and all claims arising from this Contract shall be heard either in the Southern District of Florida or in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida.

22) **SEVERABILITY:** If this Contract contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Contract without affecting the binding force of this Contract as it shall remain after omitting such provision.

23) **TERMINATION FOR DEFAULT:** The County may terminate this Contract upon the failure of the Contractor to comply with any provision and/or requirements of this Contract. The County may also seek all other legal and equitable remedies to which it may be entitled. The County's decision not to take action upon failure of the Contractor to perform shall not be construed as a waiver of the ability of the County to take additional action at a later date and time. The County shall also have the ability to place the Contractor on probation and/or terminate any portion of the Contract. The date of termination shall be stated in a written notice to the Contractor.

If County fails to pay any amount required within thirty (30) days of the applicable due date, or fails to perform any other obligation under this Agreement, Runbeck may, at its option and without demand or notice, take one or any combination of the following actions: (a) allow additional time to pay for the Amount due or perform the obligation (b) terminate this Agreement, (c) take possession of the Equipment, (d) declare immediately due and payable the entire amount of all Regular and Rental Fees due and to become due for the entire year, and (e) pursue any other remedy permitted by law or in equity. Notwithstanding the foregoing, this provision is not intended to provide duplicative recovery for the same harm.

24) **REGISTRATION:** The Contractor shall be a registered vendor with the County – Department of Procurement Management – Vendor Assistance Unit, for the duration of this Agreement. It is the responsibility of the Contractor to file the appropriate Vendor Application and to update the Application file for any changes for the duration of this Agreement.

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

25) **INSPECTOR GENERAL REVIEWS:** According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (I) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. **Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.**

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process,

including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to insure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

26) **ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES, EXPLANATIONS:** The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County herein are provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

27) **USAGE SERVICES**: Runbeck will provide the services set forth in Appendix A, or such other document that is mutually agreed to and attached hereto, necessary for County to produce "Ballot Sheets" (collectively the "Usage Services").

28) **DELIVERY; LOCATION; MAINTENANCE:** The Equipment shall be delivered to County by Runbeck, at the Miami-Dade County Elections Department, 2700 NW 87th Avenue Doral, FL 33172. County may move the Equipment, in a careful manner, to other location(s) within the jurisdiction without the prior consent of Runbeck. County will permit Runbeck to inspect the Equipment during normal operational hours. County will maintain the Equipment in good working condition. Runbeck will be responsible for paying all costs associated with any maintenance, repairs, or replacements that are a result of the ordinary use, operation, and possession of the Equipment. County will be responsible for paying for all costs associated with any repairs, or replacements required as a result of County's misuse or neglect of the Equipment, or resulting from an accident caused by County's use, operation, or possession of the Equipment.

29) **OWNERSHIP**: No Liens. Throughout the initial term of this Agreement, the Equipment is, and will remain, the sole property of Runbeck. County shall have no right or interest in the Equipment. Notwithstanding anything to the contrary in this Agreement, County will not take, or allow to be taken, any action that will or reasonably could result in any

encumbrance upon or transfer or purported transfer of legal or equitable title in or to the Equipment, including, without limitation, the creation or recording of any lien or other security interest in or to the Equipment by any person or entity other than Runbeck. Any alterations, modifications, additions, replacements, or improvements to the Equipment made by County will immediately become the property of Runbeck.

30) **RISK OF LOSS; INSURANCE**: While the Equipment is in County's possession, County assumes and will bear the entire risk of loss or damage to the Equipment or any item thereof, from any cause or risk, and no such loss or damage to the Equipment will relieve County of its obligations under this Agreement. In the event of loss or damage, County will, at County's sole expense and at Runbeck's direction, to Runbeck's satisfaction: (a) repair the Equipment, or (b) replace the Equipment with like equipment of comparable value.

31) **LIMITATION OF WARRANTY**: During the term of the Contract, Runbeck warrants that the System and the Customized Software will substantially perform in the manner as described in the Scope of Services (Appendix-A) and Vendor's Proposal, provided County has not made any changes to the System. (NO WARRANTY IS MADE, HOWEVER, WHETHER EXPRESS OR IMPLIED, FOR ANY PART OF THE SYSTEM AND CUSTOMIZED SOFTWARE COPIED OR DUPLICATED BY COUNTY). EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, RUNBECK EXPRESSLY EXCLUDES ANY EXPRESSED OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE MERCHANTABILITY OF THE EQUIPMENT, OR ITS SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The County's sole remedy for the breach of any warranty is, at Runbeck's sole option, to either repair or replace the equipment as needed to support the continous and uniterrupted operations of the Customer.

32) **LIMITATION OF LIABILITY**: EXCEPT AS EXPRESSLY SPECIFIED IN THIS AGREEMENT, IN ANY EVENT, RUNBECK'S LIABILITY FOR DAMAGES UNDER ANY THEORY OR FORM OF ACTION SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER UNDER THIS AGREEMENT TO RUNBECK AS ITEMIZED IN APPENDIX-B. CONTRACTOR WILL NOT BE RESPONSIBLE FOR ANY LIABILITY WHATSOEVER RESULTING FROM THE COUNTY'S IMPROPER USE, POSSESSION, OR OPERATION OF THE EQUIPMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, RUNBECK WILL NOT BE LIABLE TO COUNTY OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, OR OTHER CONSEQUENTIAL DAMAGES.

33) **REPRESENTATIONS, WARRANTIES, AND COVENANTS**: County represents, warrants, and covenants that: (a) County is duly authorized to execute and deliver this Agreement and all procedures have been met so that this Agreement is legal, valid, binding and enforceable against County, and that the execution and delivery of this Agreement and the consummation of the transactions contemplated in this Agreement will not conflict with or result in a breach, default, or violation of any other agreement or law to which County is a party or is bound by; (b) County shall not permit the Equipment to be used in a trade or business of any other person or entity; (c) County shall use the Equipment for the sole purpose of producing Ballot Sheet(s) in the manner specified in the instructions covering the Equipment, unless authorized, in writing, for alternative purposes by Runbeck and with additional compensation to Runbeck; (d) County shall not make the Equipment available to

any third party in any manner or form whatsoever, or reverse-engineer, disassemble, decompile or copy any hardware or software associated with the Equipment, or authorize any third-party to do so; (e) County shall comply with the terms and conditions of all Runbeck software licenses associated with this Agreement; (f) County is (and shall continue to be) a State or local government entity, and any obligation arising out of this Agreement constitutes an obligation by or on behalf of a state or political subdivision thereof; and (g) County, at its own expense, will promptly observe and comply with all present and future laws, orders, regulations, rules, ordinances, and requirements of any governmental body with respect to the use, possession, operation, licensure, care, and control of the Equipment.

34) **USER ACCESS FEE:** Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

Joint Purchase - Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

Contractor Compliance - If a Contractor fails to comply with this section, Contractor may be considered in default by the County in accordance with Article 21 of this Contract.

35). **ANNUAL APPROPRIATION**: - The County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners. Cancellation/Termination of this agreement for lack of an annual

appropriation will not cause any penalty or expense to the County, except as to the portions of payments agreed upon and for which funds have been appropriated and budgeted.

36) **END OF CONTRACT OPTIONS**: Upon completion of the initial contract term, the County at its sole discretion may decide to:

a) Buy existing installed Sentio units with the following conditions:

- Purchase units for $1 each
- Extend or renew this agreement with existing contract terms for Election set-up and ballot fees and
    - For each unit acquired, pay an annual software license and maintenance fee of $2,598 This fee is in addition to the ballot fee and ballot setup fees as described in Payment terms.
- Failure to pay annual licenses and associated ballot services will result in all proprietary RES systems software being de-activated, making the Sentio printers unusable for ballot printing.

b) Return Equipment:

- After the end of the initial contract term, and upon County's complete fulfillment of its obligations under this Agreement, if the County does not enter into a new agreement, or renew this Agreement for additional terms, within 15 business days after the expiration of the term of this Agreement, the County will immediately return the Equipment to Runbeck in the same condition as when it was delivered to the County, reasonable wear and tear excepted.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor:		County:	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____
Attest:	_____ Corporate Secretary	Attest:	_____ Clerk of the Board

Corporate Seal
(if applicable)

Approved as to form and legal sufficiency:

_____
Assistant County Attorney

APPENDIX A

SCOPE OF SERVICES

The contractor will implement an automated Ballot on Demand (BOD) printing system that can be configured to print Absentee Ballots (AB) in large quantities and individual voter ballots at remote Early Voting (EV) sites. Ballot on Demand provides the ability to generate a voter specific ballot on demand for pre-election day. The system will include equipment to securely transport, set-up, collate ballots, fold ballots, and manage the workflow of ballot production. The Contractor will provide facilities management services for all operational and support needs necessary to properly configure, supply, troubleshoot, and assist the County with AB, EV, and the operation of the equipment.

The Contractor shall rent forty four (44) Early voting printing systems and provide additional absentee ballot printing capacity as necessary to meet the absentee printing volume requirements of the DOE for any given election as part of this contract. There shall be no rental fees for any additional ballot printing systems provided for the term of the contract, however, ballot service fees still apply. . A detailed project plan will be provided to the county regarding specific milestones and timelines for delivery and implementation, along with mutual responsibilities to achieve these dates. The current delivery and implementation plan is as follows:

Description	Date
Initial Sentio Delivery of 35 Units	May 29,2008
Completion of Sentio assembly and set up for initial units	June 6, 2008
Completion of system testing & customer acceptance	June 20, 2008
Ballot on Demand Ready for Production	June 27,2008
Delivery of remaining Sentio units	July 21, 2008
Completion of set up and testing for remaining units	July 30,2008

<u>The Sentio Ballot Printing System (System) shall have the following configuration:</u>

- Oki Data 9650 Series Print engine
- Printer cabinet with
    - Built in handles to accommodate movement of unit
    - Large rubber wheels to accommodate movement of unit and help prevent damage to electronic components
    - Storage capacity for printer supplies and paper
    - Built in rack for installation of CPU and UPS
    - All required network cables and power cords
    - Channels for clutter free installation of all required cables
    - Cover to protect unit during transport

- Sentio CPU with back up memory device to ensure data integrity in event of computer failure
- Uninterrupted Power Supply for safe shutdown of CPU in event of power outage
- Patented Alignment Feeder for consistent, accurate printing
    - Precise, micro adjustments dials allows exact setup and alignment of paper
    - Heavy duty, stainless steel side guides along the entire length of the ballot maintains accurate feeding
    - Locking adjustment mechanism secures sides guides during paper loading or if accidentally bumped
- Sentio Production Software for Automated Absentee Processing
- Sentio Early Voting Software for Counter and Early Voting Processing
- VR Systems Early Voting interface
- Sentio Audit and Security System
    - Output OCR Scanners
    - Electronic Audit Software
    - Enhanced Software Security
    - Printer Security integration
    - VR Systems Request Validation

Support Services

The Contractor shal provide the following services as part of the System for the term of the contract.

1. Consumables & Materials Management

Supply of all consumables

- Printer toner
- Printer drums
- Printer fuser
- Printer transfer belts
- Ballot stock

Materials management

- Pre-election inventory of all consumables
- Removal of any outdated supplies to ensure quality print
- Ordering of supplies necessary to print anticipated volume
- Shipping of all consumables to Elections Department
- Stocking of carts prior to delivery to Early Voting Sites

Customer shall be responsible for providing a storage area of adequate space and environmental conditions for stocking of supplies.

2. Hardware and Software Maintenance

a) Software Maintenance

- 7X24 technical software support hotline during declared election cycles
- Installation of any new software updates
- Testing and validation of all software updates

b) Hardware Maintenance

- 7X24 technical support hotline during declared election cycles
- Pre-election preventative maintenance on each Sentio system
- All replacements parts.

3. Training

Training shall be provided on a pre-scheduled basis in advance of a declared election as detailed below. Number and length of training sessions will be mutually agreed upon in advance. Customer shall provide a facility to hold training sessions.

- 1st level (operator) training
  - Provides sufficient skills to operate the system, replace consumables, clear jams
    - All poll workers at each Early Voting sites
    - All workers at counter sites
- 2nd level (lead) training
  - Involves more in depth troubleshooting knowledge including aligning feeder, understanding communication issues with VR systems, and production of reports.
    - 1 person per EV site/ counter location
- Technical training to IT or operations staff
  - Involves a complete understanding of system architecture and operations, including
    - Job set up
    - Side file and VR interfaces
    - Ballot repositories
    - System security
    - VR integration
- Refresher training will be provided in advance of each election as needed or requested

4. Pre- Election support

- Installation of ballot repositories and necessary side files for each election
- Pre-election set up and testing of each Sentio system to validate accurate ballot production
- Creation of test deck for each election for L&A and quality verification
- Operation of printers during initial runs for primary and general elections

Customer shall be responsible for providing adequate space and proper environmental

conditions for the storage, set up and testing of the equipment, and allow Runbeck Election Services (RES) employees access to the equipment, when requested, during normal working hours.

5. Early Voting Support
RES shall provide personnel to be on site at all 20 early voting sites for the entire duration of the early voting cycle for elections held in 2008.

Service support, as previously described, will apply for all subsequent applications.

6. Ancillary Absentee Equipment

Absentee Folder

A properly sized folder (or folders) is included as part of the ballot services fee in order to fold absentee ballots to the appropriate size.

Production Server
A Production Print server shall be provided for purposes of absentee ballot printing. This unit will be connected to the county's network as well as Sentio units in the absentee operation.

All maintenance and support of the ancillary equipment is included..

7. Service Response
Runbeck Election Services (RES) shall provide the following support resources:

- A dedicated support manager to oversee and coordinate all service and support related activities
- Sufficient resources to staff and operate printers and folders to complete initial absentee runs for all primary and general elections during the course of the contract.
- Sufficient resources to respond on site at early voting locations within 1 hour, on average, after failure to remedy problem using phone support system. *Non working equipment, on average, will be replaced within an hour of the reported incident.*
- Spare printers and computers shall be allocated as back-ups in order to expedite remedy of downed equipment in the event Systems cannot be repaired immediately

Appendix - B

PAYMENT TERMS

There are three costs associated with the System:

- **Rental fee** for each printer provided, billed annually
- **Ballot fee** for each ballot sheet printed, billed after commencement of each election
- **Election set up fee** charged per election event, billed after commencement of each election

The total price of the contract is based on the RES providing the following unit quantities and services:

1. Rental Fees

Early Voting Units

Forty four (44) Sentio Ballot Printing Systems as detailed in the product description section (Appendix A):

Base Printer with Chassis
Integrated Absentee Software
Sentio Integrated Early Voting Software for County and Early Voting Processing
Audit and Security Package

4 year rental cost (per unit) $41,570.28

Payment Schedule

Rental fee
Rental fee is based on four equal, annual payments for a 48-month contract. End of contract rental period will be 48-months from the contract effective date.

Payment	Rental Fee	Due Date
Year 1	$457,273	Upon completion of acceptance testing or 6/30/2008, whichever occurs first
Year 2	$457,273	6/30/2009
Year 3	$457,273	6/30/2010
Year 4	$457,273	6/30/2011

Absentee Units

RES shall provide additional Sentio Ballot Printing Systems at no cost to the County, configured with appropriate Absentee software, to adequately print absentee ballots

during the course of an election.

2. Ballot Fees

Ballot Fees shall be billed for each ballot sheet printed based on the following rates:

Absentee Ballot:	$.60
Early Voting Ballot	$.40
Precinct/ Test Ballot	$.30
Header/Trailer/Job Pages	$.10

A ballot sheet is defined as a sheet of paper, regardless of whether printed on 1 or 2 sides. Ballot usage will be determined by the Sentio print audit software, which will account for every ballot request, by ballot type, processed through the software for printing.

The costs include complete support services, as described in the Support Services section, Actual billing for ballot services will be based upon true volumes printed for each election.

Volume/ Tiered Discounts

The following pricing structure shall apply to absentee ballots printed within a single election cycle:

Ballot Quantity	Rate
0-500,000	$.60 (standard pricing)
500,000-1,000,000	$.55
>1,000,000	$.50

Due to the geographic challenges and highly intensive service requirements for Early Voting, there are no economies of scale to enable offering a quantity or tiered discount.

3. Election Set Up Fee

This fee shall be billed per election event.
A one time cost of $400 for set up fee, plus $1 per unique ballot (PDF style or precinct)

Actual costs will be billed based on actual quantities for each election held.

Customer will be responsible for an Early Termination Fee of $1000 per unit.

The following Cost Summary is based on fixed Rental fees and number of ballots printed for each contract year. Each machine has built-in capability to accurately keep track of each ballot printed.

Cost Summary:

Year	Ballots Printed	Ballot Cost	Ballot Set Up	Annual Rental Fee	Total Annual Cost
2008	700,000 AB 900,000 EV	$420,000 $360,000	$2,000	$457,273	$1,239,273
2009	180,000 AB 225,000 EV	$108,000 $90,000	$3,000	$457,273	$658,273
2010	320,000 AB 400,000 EV	$192,000 $160,000	$2,000	$457,273	$811,273
2011	180,000 AB 225,000 EV	$108,000 $90,000	$3,000	$457,273	$658,273
Totals	3,130,000	$1,528,000	$10,000	$1,829,092	$3,367,092

Option Years:
Should the County decide to exercise the five Options to Renew this contract, the County shall pay the following Licensing Fees for each Printer:
Ballot Costs are subject to adjustment prior to each renewal period pursuant to Section 5 of the Agreement.

	Description	Price
Year 1	Annual software license and maintenance fee for each printer	$2,598.00
Year 2	Annual software license and maintenance fee for each printer	$2,598.00
Year 3	Annual software license and maintenance fee for each printer	$2,598.00
Year 4	Annual software license and maintenance fee for each printer	$2,598.00
Year 5	Annual software license and maintenance fee for each printer	$2,598.00

In addition, a ballot service fee and election setup fee will apply for services and support as previously described.