



County of Allegheny

RICH FITZGERALD
COUNTY EXECUTIVE

DEPARTMENT OF ADMINISTRATIVE SERVICES DIVISION OF PURCHASING AND SUPPLIES

REQUEST FOR PROPOSAL

FOR

RISK LIMITING AUDIT SERVICES

SPECIFICATION NO. 8262

This Request for Proposal contains requirements for proposers to assist the County in meeting M/W/DBE goals and our Veteran owned small business goals. Therefore, proposers must document their plan or good faith efforts to meet those goals. Please see the Requirements and fill out the Participation Statement.

RFP DUE DATE: Wednesday, September 25, 2019, 11:30 A.M., E.T.

PROPOSAL SUBMITTAL: All proposals must be submitted electronically. No proposals shall be accepted in person, by U.S. Mail, by private courier service, via oral or email communication, telephone or fax transmission.

PERIOD OF CONTRACT: January 1, 2020 through December 31, 2022 with two (2), one (1) year renewal options.

**Matthew Breitenbach
Purchasing Agent
412-350-4482**

Matthew.Breitenbach@AlleghenyCounty.us

REQUEST FOR PROPOSAL

RFP NUMBER: 8262

TITLE: RFP for RISK LIMITING AUDIT SERVICES

DUE DATE: Wednesday, September 25, 2019

ADVERTISING DATE: Thursday, August 29, 2019

DESCRIPTION: Proposal to provide **RISK LIMITING AUDIT SERVICES** to the County of Allegheny

The undersigned hereby offers to furnish and deliver the articles or services as specified in strict accordance with the RFP and scope of proposal, all of which are made a part of this request. This offer is not subject to withdrawal without permission of the County of Allegheny Chief Purchasing Officer.

FULL LEGAL COMPANY NAME: _____

STREET ADDRESS: _____

CITY, STATE AND ZIP CODE: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____

TITLE OF AUTHORIZED SIGNER: _____

TELEPHONE #: _____

FAX #: _____

E-MAIL ADDRESS: _____

COMPANY INFORMATION

(This information is for tracking purposes only and has no role in the determination of the lowest, responsive, responsible proposer.)

check here if your firm is registered with the Allegheny County Department of Minority, Women and Disadvantaged Business Enterprises

check here if your firm is a "Minority Business Enterprise" or "MBE" as defined in the Small Business Act, 15 USC

check here if your firm is a "Women Business Enterprise" or "WBE" as defined in the Small Business Act, 15 USC

check here if your firm is a "Small Business" as defined by the Small Business Administration (13 C.F.R. 121.201, in most cases, this means a business with 500 or fewer employees)

NOTE: A COPY OF THIS PAGE FULLY COMPLETED MUST BE SUBMITTED WITH YOUR PROPOSAL.

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1. GENERAL INSTRUCTIONS TO SUPPLIERS

1.1 Purpose of Request for Proposals

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for the provision of **RISK LIMITING AUDIT SERVICES** (the “RFP”) to the County of Allegheny, (the “County”). The County as represented by its Division of Purchasing and Supplies, intends to use the results of this process to award a contract to one or possibly more successful suppliers.

1.2 About this Document

This document is a Request for Proposal, otherwise referred to as RFP. It differs from an invitation for bid in that the County is seeking a solution, not a quotation meeting firm specifications for the lowest price. As such, the lowest price proposal shall not guarantee an award recommendation. The electronically received proposals shall be evaluated based upon criteria formulated around the most important features of a product or service, of which quality, testing, references, experience in the field, availability or capability may be overriding factors. Price may not be determinative in the issuance of a contract award. The proposal evaluation criteria should be viewed as a standard that measures how well a supplier’s proposal meets the desired requirements and needs of the County. The criteria considered in evaluating the award are set forth in this document.

The County shall thoroughly review all proposals received. The County shall also utilize its best judgment when determining which suppliers to schedule meetings with after receipt of all proposals. The request for proposal process allows the County to negotiate with suppliers prior to awarding a contract. A contract shall be awarded to a qualified responsible supplier(s) submitting the best proposal. The County reserves the right to select, and subsequently recommend for an award, the proposed service which best meets its required needs, quality levels, and budget constraints.

The issuance of this RFP does not obligate the County to enter into contract for any services or equipment.

1.3 Terminology

“Agreement” means the negotiated contract between the County and the Contractor to provide the Contract Services or Contract Items.

“County” identifies the County of Allegheny, Pennsylvania.

“Proposer” or “Supplier” means the person, firm, or corporation that submits a proposal to the Court and County, in response to the RFP, seeking to be selected as the Contractor.

“Contractor” means the entity selected by the County to perform the Contract Services or provide the Contract Items.

“Contract Services” means the services provided under the Scope of Contract as set forth in Section 2 of the RFP and as finalized, through negotiations, and incorporated into the Agreement.

“Contract Items” means the goods provided under the Scope of Contract as set forth in Section 2 of the RFP and as finalized, through negotiations, and incorporated into the Agreement.

1.4 Issuing Office

This RFP is issued for the County by the Division of Purchasing and Supplies (Issuing Office). The Issuing Office is the sole point of contact in the County for this RFP. Please refer all inquiries in writing to.

Point-of-Contact:

Matthew Breitenbach / Purchasing Agent

Matthew.Breitenbach@AlleghenyCounty.US

Phone 412-350-4482, Fax 412-350-5883

It is proposed that if a contract is entered into as a result of this RFP, it shall be a fixed price contract, unless otherwise stated, on a list of products or services and / or a percentage discount from catalog list price for list of manufacturers covered by the contract. The contract shall incorporate by reference this RFP and the General Conditions and Instruction to Suppliers.

Proposers who have received the RFP from a source other than through Public Purchase central notification are advised to contact the point-of-contact above to provide their company's contact information. Proposers who have received the RFP by any method are responsible for checking the website to obtain any addenda.

1.5 Proposal Delivery, Time, Date and Place

Separate and sealed Proposals will be received electronically until **11:30 A.M., E.T., Wednesday, September 25, 2019** for **RISK LIMITING AUDIT SERVICES**.

The County reserves the right to extend or postpone the date and time for accepting proposals through an addendum.

All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all electronic media, reports, charts, and other documentation submitted by supplier shall become the property of the County when received. Nothing submitted shall be considered confidential or proprietary.

1.6 Proposal Submissions

Proposers are required to submit their Proposals electronically via <https://www.publicpurchase.com>. No Proposals shall be accepted in person, by U.S. Mail, by private courier service, via oral or e-mail communication, telephone or fax transmission.

Proposals must be submitted in the format described in this RFP. To be considered, the proposal must respond to all requirements in the RFP. The contents of this RFP and your proposal shall become part of any contract(s) entered into as a result of this RFP.

The County reserves the right to request additional information which, in the County's opinion, is necessary to assure that the proposer's competence, business organization, and financial resources are adequate to perform in accordance with this RFP and any resultant contract.

The County may make such investigation as it sees fit to determine the ability of the proposer to perform the work, and the proposer shall furnish the County all such information and data for this purpose as requested by the County. The County reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the County that such proposer is properly qualified to carry out the obligations of the contract and to satisfactorily perform the work specified.

When asked, proposers shall also include their answers to the questions listed in this RFP using the same answering sequence as put forth in the RFP.

Proposals should be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to meet the requirements of the RFP.

Any other information thought to be relevant, but not applicable to the enumerated questions, should be provided as an appendix to the proposal.

1.7 Clarification of Requirements & General Questions

It is the intent and purpose of the County that this RFP permit competitive proposals. It shall be the supplier's responsibility to advise the point-of-contact if any language, requirements, or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notifications and general questions regarding this solicitation must be submitted electronically via the Public Purchase system www.PublicPurchase.com and must be received no later than seven (7) days prior to the date and time noted above. A review of such notification and questions will be made and a timely response will be posted on the Public Purchase site.

1.8 Addenda, Clarification and Modifications

Any changes, additions, deletions, or clarifications to the RFP are made by amendments (addenda). All addenda will be posted by the County on the Public Purchase system and it will be the responsibility of the proposer to access the addenda. Any supplier in doubt as to the true meaning of any part of the RFP documents may request any interpretation thereof from the Issuing Office. At the request of the supplier, or in the event the Issuing Office deems the interpretation to be substantive, the interpretation shall be made by written addendum issued by the Issuing Office. Such addendum issued by the Issuing Office shall become part of the proposal package having the same binding effect as provisions of the original RFP. No verbal explanations or interpretations shall be binding. In order to have a request for interpretation considered, the request must be submitted in writing and must be received by the Issuing Office no later than seven (7) days prior to the proposal closing date.

All addenda, amendments, and interpretations of this solicitation shall be in writing. Any amendment or interpretation that is not in writing shall not legally bind the County. Only information supplied by the County in writing or in this RFP should be used in preparing proposal responses. All contact that a supplier may have had before or shall have after receipt of this RFP with any individuals, employees, or representatives of the County and any information that may have been read in any news media or seen or heard in any communications facility regarding this RFP should be disregarded in preparing responses.

The County does not assume responsibility for the receipt of any addendum posted on Public Purchase or sent directly to suppliers. All addenda issued must be signed via Public Purchase along with the proposal.

1.9 Examination of Documents and Requirements

Proposers shall carefully examine all RFP documents and thoroughly familiarize themselves with all requirements prior to submitting a proposal to ensure that the proposal meets the intent of this RFP.

Before submitting a proposal, each proposer shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements effecting the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the supplier from an obligation to comply, in every detail, with all provisions and requirements of the RFP.

1.10 Minority, Women or Disadvantaged Business Enterprise (M/W/DBE) Requirements.

M/W/DBE's shall receive equal opportunities to submit proposals and shall not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration of an award.

A MWDBE is defined as a small business concern which is at least 51% owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals. Socially and economically disadvantaged include Women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans.

A listing of MWDBE's certified by the County and the Pennsylvania Unified Certification Program can be found at <http://www.alleghenycounty.us/mwdbbe/certified-firms.aspx>.

1.11 Veteran Owned Small Business Requirements

Allegheny County has an annual goal of not less than five (5) percent participation by veteran-owned small businesses in all contracts. The participation goal shall apply to the overall dollar amount expended with respect to contracts. The County, therefore, requires that all prospective Contractors demonstrate good faith efforts to obtain the participation of veteran-owned small businesses in work to be performed under County contracts. In order to demonstrate this good faith commitment, all prospective Contractors are required to complete and submit with their proposals an MBE/WBE/Veteran Owned Solicitation and Commitment Form, which details the efforts made by the prospective Contractor to obtain such participation. Failure to submit an MBE/WBE/Veteran Owned Solicitation and Commitment Form will result in rejection of the proposal.

- A. Veteran-owned small business is defined by the County as a business having one hundred (100) or fewer full-time employees and not less than fifty-one (51) percent of which is owned by one (1) or more veterans, or in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one (1) or more veterans, and the management and daily business operations of which are controlled by one (1) or more veterans. Vendor **MUST** provide proof of veteran ownership including percentage & name and address of business.
- B. For contracts under one hundred thousand dollars (\$100,000.00), veteran-owned small businesses shall be exempt from all bonding requirements.
- C. THE ATTACHED FORMS (VETERAN OWNED SMALL BUSINESS PARTICIPATION STATEMENT AND VETERAN OWNED SMALL BUSINESS-WAIVER REQUEST) MUST BE COMPLETED AND SUBMITTED WITH ALL PROPOSALS. FAILURE TO SUBMIT THESE DOCUMENTS MAY RESULT IN THE REJECTION OF YOUR PROPOSAL.
- D. Attach a copy of vendor(s) DD 214 discharge form to participation statement.

1.12 Conflict of Interest

The proposer shall not accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the County.

By signing their proposal, the proposer certifies and represents to the County that the proposer has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantaged information, recipient's decision, opinion, recommendation, vote or any other exercise of discretion concerning this RFP.

1.13 Proposal Preparation Costs

Issuance of this RFP does not commit the County, in any way, to pay any costs incurred in the preparation and submission of a proposal. The issuance of this RFP does not obligate the County to contract for any services or equipment. All costs related to the preparation and submission of a proposal shall be paid by the proposer.

1.14 Insurance

The supplier shall obtain and maintain during the life of the Contract, with an insurance supplier rated not less than A-by A.M. Best, authorized to do business in the Commonwealth of Pennsylvania, the following insurance requirements:

Automobile Liability. Bodily injury and property damage liability covering all non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit - bodily injury and property damage. Bodily injury and property damage liability covering all owned automobiles for limits of not less than \$300,000 bodily injury each person, each accident and \$300,000 property damage, or \$300,000 combined single limit – bodily injury and property damage.

Commercial General Liability. Bodily injury and property damage liability as shall protect the Supplier and any subcontractor performing work under the Contract, from claims of bodily injury or property damage which arise from operation of the Contract, whether such operations are performed by the supplier, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate, or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, operations, personal injury liability and contractual liability, assumed under the indemnity provision of the Contract.

Professional Liability. (Required for Professional Services Only) Coverage as shall protect the Supplier and any subcontractor performing work under the Contract, from claims errors and omissions which arise from operation of the Contract, whether such operations are performed by the Supplier, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 each occurrence/aggregate and \$1,000,000 excess liability, each occurrence/aggregate.

Worker's Compensation and Employers Liability. The supplier shall meet the statutory requirements of the Commonwealth of Pennsylvania, \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit.

Proof of Insurance. The supplier shall not commence any work in connection with the Contract until it has obtained all of the foregoing types of insurance and proof of such insurance has been approved by County. The supplier shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

Deductibles. The County shall be exempt from, and in no way liable for any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the supplier and/or subcontractor providing such insurance.

Additional Insured. Allegheny County shall be named as an additional insured for operations or services rendered under the general liability coverage. The supplier's insurance shall be primary of any self-funding and/or insurance otherwise carried by the County for all loss or damages arising from the supplier operations under this agreement. Certificates of such insurance will be furnished to the County and shall contain the provision that the County be given thirty (30) days written notice of any intent to amend or terminate by either the insured or the insuring supplier.

Documents. Should any or all of the required insurance coverage be self-funded/self-insured, a copy of the Certificate of Self-Insurance or other documentation from the County Department of Insurance shall be furnished. If any part of the work under the Contract is sublet, the subcontractor shall be required to meet all insurance requirements set forth in the Contract, provided that types and amounts of insurance to be maintained by each subcontractor shall be adjusted to an amount reasonably necessary to cover the risks associated with such subcontractor's role in the project. The parties stipulate that the supplier shall maintain each type of insurance set forth above at a coverage level equal to at least half of the amount set forth above for such type of insurance. However, nothing contained herein shall relieve the supplier from meeting all insurance requirements or otherwise being responsible for the subcontractor.

No program of self-insurance shall apply to any of the foregoing coverages without prior approval of the County.

The successful proposer shall be responsible to require his sub-contractors to comply with all of the insurance requirements of this agreement.

The Chief Purchasing Officer may waive or modify any of the insurance requirements at his discretion.

1.15 Option to Extend

The Division of Purchasing and Supplies, reserves the right, upon notice to the supplier, to extend the Agreement or any part of the Agreement for up to three (3) months, upon the same terms and conditions after the indicated expiration date as described in the Agreement. This shall be utilized to prevent a lapse in Agreement coverage for the goods or services indicated on the Agreement, and only for the time necessary to enter into a new Agreement. When applicable, an extension notice shall be issued defining the exact extension of the Agreement; all other terms and conditions of the extended Agreement shall remain in full force and effect.

1.16 Right to Terminate

The county retains the right to terminate any contract(s) resulting from this solicitation upon thirty (30) days written notice.

2. SCOPE OF CONTRACT

The County of Allegheny desires to implement a pilot program for Risk Limiting Audits (RLAs) beginning with the 2020 Primary election. This RFP is seeking the best overall solution to help in attaining that goal. We invite suppliers to submit a proposal for equipment, software, training, professional services, and staffing augmentation to implement RLAs.

SCHEDULE OF EVENTS

The following is the schedule of events for this RFP:

Advertise and Post RFP	-	August 29, 2019
Deadline for Questions	-	September 18, 2019
Proposals Due	-	September 25, 2019
Evaluation Committee Review	-	October – December 2019
Contract Begins	-	January 1, 2020

*All dates are tentative and subject to change.

2.1 Background

While implementing a new voting equipment and supporting systems (Allegheny County RFP-8211), and given the current emphasis of security surrounding elections, and given the County's goal to conduct elections where voters can be assured that their vote has been properly counted and that winners and losers can both accept the certified results of an election, this RFP is being issued for Risk Limiting Audit services. Allegheny County's vision is that the initial audit will be a pilot whereby it can learn what is necessary to run efficient and effective post-election Risk Limiting Audits.

The RFP process allows the selection criteria to include other factors besides cost, while noting cost is a consideration. The RFP process also permits post proposal negotiation and communication.

2.2 Scope of Work – General

Risk-limiting audits provide statistical assurance that election outcomes are correct by manually examining portions of the audit trail—paper ballots or voter-verifiable paper records. Allegheny County believes RLAs are valuable because they are efficient and can detect problems with election outcomes, whether caused by bad actors, system misconfiguration, or voter intent. Further, the outcomes from RLAs can enhance voter confidence that votes are correctly counted and tabulated.

Because computer software cannot be guaranteed to be perfect, any software used during Allegheny County's RLAs must be independent of its primary vendor of elections system. In addition, workers performing the audit must not be employed by the primary election vendor. While Allegheny County has yet to select a vendor to replace its existing DRE system, it is the County's opinion that it is not too early to start investigating the important function of RLA as describe in its Voting Machine Selection Committee Report.

The following information will assist the proposer in preparing an accurate response to this RFP:

Allegheny County's standard infrastructure includes:

- Windows Server 2016
- MS SQL 2017
- Visual Studio

- IIS

Sizing:

- Precincts: 1,350
- Contests: Up to 7,000
- Registered Voters: 950,000
- Number of races to be audited: 3

Please address your methodology for the following requirements in your RFP response:

- Company history, examples of prior similar work.
- Provide the name, affiliation and contact information [include email address and telephone number] for three (3) references who can address relevant experience with your organization
- Company financial statements for the previous three (3) years
- Statement of Work
- Implementation Plan
- Technical support
- On-going Technical support
- Description of RLA tool, what is input, what is output? What software is used. Indicate whether source code access will be provided. Indicate whether the software will be written specifically for this engagement or if it has already been developed and is in use with other engagements.
- Describe which statistical model(s) will be used with your RLA tool.
- What method is being proposed to arrive at a risk limit?
- The simplest risk-limiting audit is an accurate full hand tally of a reliable audit trail; however, a full hand count generally wastes resources: Examining far fewer ballots often can provide strong evidence that the outcome is correct, if those ballots are chosen at random by suitable means. What method is being proposed to arrive at a ballot manifest?
- Describe how you would handle the RLA in a system with a CVR vs a system without a CVR.
 - Will the RLA software run on dedicated hardware with an air-gapped network or can it run on the county's existing infrastructure.

3. PRICE

Please provide costs for applicable components of your proposed solution:

- Purchase price of required software
- Purchase price of required hardware
- Leasing options (if available)
- Staff Training Costs
- Annual Maintenance
- Professional services
- Supplemental staffing costs

4. EVALUATION CRITERIA

4.1 Evaluation Process

All proposals are subject to be evaluated by the point-of-contact, the Chief Purchasing Officer or an evaluation committee made up of County department representatives and/or an independent consultant.

The County uses the concept of “Best Value” in evaluating proposals. “Best Value” means the overall combination of quality, price and various elements of required services that in total are optimal relative to the County’s needs and most advantageous.

4.2 Additional Information

Suppliers to this RFP may be required to submit additional information that the County may deem necessary to further evaluate the supplier’s qualifications.

4.3 Award Criteria

Suppliers are not to inflate prices in the initial proposal as cost is one of the factors in determining who may receive an award or be invited to formal negotiations.

Additionally, proposals shall be based on:

- a) Response format as required by this RFP.
- b) Adequacy and completeness of proposal.
- c) Supplier’s understanding of the service.
- d) Compliance with the terms and conditions of the RFP.
- e) Experience in providing like services.
- f) Qualified staff.
- g) Methodology to accomplish tasks.
- h) Supplier’s specialized experience with the application involved.
- i) References which support successful prior experience.
- j) Supplier’s staff assigned to the service and their experience in successful implementation of the applications involved.
- k) Number of staff qualified to fulfill contract tasks.
- l) Supplier’s current workload with other customers with respect to available staff.
- m) Understanding of the nature of the work to be performed.
- n) Supplier’s demonstration of its understanding of the County’s objectives and innovation of their approach to solving requirements.
- o) Supplier’s track record for successful implementation of similar systems.
- p) Cost

As stated above, respondents may be required to provide an oral presentation, followed by a question and answer session. The number of finalists to be selected for an oral presentation has not been determined; however, the number is not expected to exceed three. Any such presentations shall be at no cost to the County.

In addition, selection of the administrator shall be conditioned upon a site visit by up to three members of the selection committee, to be conducted at a mutually agreed date and time. All expenses incurred by the members of the selection committee for this site visit shall be borne entirely by the administrator and shall be considered a cost of responding to the RFP.

It is the County’s expectation that upon successful conclusion of contract negotiations, that the selected administrator shall implement the transition work plan outlined in their response to this RFP for an effective date of January 1, 2020.

The County reserves the right to award in part, to reject any and all proposals in whole or in part, and to waive technical defects, irregularities and omissions if, in its judgment, the best interests of the County shall not be served.

4.4 Final Award Process

A shortlist of proposers may be determined. These short-listed proposers may be scheduled for a structured oral presentation or interview. Any such presentations shall be at no cost to the County. The County also reserves the right to visit the proposer's facilities, offices and warehouses. The oral interview may be recorded or videotaped. At the end of the oral presentation/interview process, the evaluation of the respondents shall be completed. At this time the supplier(s) deemed most advantageous to the County shall be chosen.

5. TERMS OF CONTRACT

5.1 Period of Contract

The period of contract shall be for January 1, 2020 through December 31, 2022 with two (2), one (1) year renewal options.

The County retains the right to terminate any resulting contract upon thirty (30) days written notice.