



COMMISSIONERS COURT
COMMUNICATION

REFERENCE NUMBER _____

PAGE 1 OF 13

DATE: 09/17/2024

**SUBJECT: RFP NO. F2024153 - PUBLIC ACCESS ELECTION RESULTS
SOFTWARE - ELECTIONS ADMINISTRATION - CIVERA LLC -
PER CONTRACT TERMS**

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court award RFP No. F2024153, Public Access Election Results Software, for Election Administration, to Civera LLC at the per contract terms and approve contract.

BACKGROUND

Notice of the County's intent to bid was advertised in local newspapers, as required by State statute, and posted on the Internet, the Arlington Black Chamber of Commerce, the Fort Worth Hispanic Chamber of Commerce, the Fort Worth Metropolitan Black Chamber of Commerce, and the Tarrant County Asian American Chamber of Commerce. Five hundred sixty-four (564) vendors were contacted and requested to participate in this proposal process. All documents pertaining to this RFP were posted on the Tarrant County website and were downloaded by interested parties. A pre-proposal conference held on June 24, 2024 was attended by two (2) vendors and representatives from Elections Administration, Information Technology, and Purchasing. Two (2) proposals and three (3) no-bids were received.

The proposals were evaluated by Elections Administration, Information Technology, and Purchasing representatives. Evaluations were based upon the criteria and processes set forth in the RFP.

A Best and Final Offer was then requested from the highest scoring vendor which resulted in less than one percent (1%) reduction in total price.

The proposal received from Civera LLC meets all specifications and is acceptable to Elections Administration.

The term of the contract is twelve (12) months, effective September 17, 2024, with two (2) options for renewal periods of twelve (12) months each.

This contract enables the public to view and search historical election results data and connect each cast vote record to the corresponding ballot image.

Therefore, it is the joint recommendation of Elections Administration and Purchasing that RFP No. F2024153, Public Access Election Results Software, be awarded to Civera LLC at the per contract terms.

SUBMITTED BY: Purchasing

PREPARED BY: Kehinde Olugbile
APPROVED BY: Chris Lax, CPSM, CPSD, CPCP



COMMISSIONERS COURT COMMUNICATION

REFERENCE NUMBER: _____ DATE: 09/17/2024 PAGE 2 OF 13

The contract is attached for approval and signature. The Criminal District Attorney's Office reviewed this contract as to form.

FISCAL IMPACT

Funding in the amount of \$165,000.00 is available in account 45100-2024 Non-Debt/1420000000 Elections/545051 Capital Budget.

Funding for Years 2 and 3 will be requested in future budgets.

RFP No. F2024153 Public Access Election Results Software

Award			
Evaluation Criteria	Max Points	Civera LLC Cambridge, MA HUB - No	Allerin US Inc Austin, TX HUB - No
Qualifications and Experience	100	80	48
Response to requirements	300	189	131
Project Approach and Implementation	100	76	44
References	150	130	50
Price	350	350	280
Total Score	1000	825	553

Notes: No-bids were received from CSI Leasing, Communication Concepts, Infinity Sound LTD.

CLINTON LUDWIG
Elections Administrator



TROY HAVARD
Assistant Elections Administrator

TARRANT COUNTY
ELECTIONS ADMINISTRATION

August 28, 2024

Ms. Kehinde Olugbile
Purchasing Department
100 East Weatherford St
Fort Worth, TX 76196

Dear Ms. Kehinde,

This letter is regarding RFP No. F2024153, Annual Contract for Public Access to Elections Results Software and Maintenance. Having reviewed the bids that your department received and submitted to our department, including the Best and Final Offers, I am pleased to recommend that the contract be awarded to Civera.



Troy Havard
Assistant Elections Administrator



TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: RFP No. F2024153 - Public Access Election Results Software - Elections Administration - Civera LLC - Per Contract Terms

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: SHORT TIA or FULL TIA. Circle one after answering the questions in Sections II and III below.

I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution, or order.

Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation, or dedication of real property?

Yes _____ No √

2. Does the county action limit or restrict a real property right, even partially, or temporarily?

Yes _____ No √

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.

ElectionStats

Terms and Conditions

By executing a Purchase Order for any of the above Service Options or for the Annual Support/License on the attached quote or invoice, County is entering into (1) a contract for software services and (2) a software license agreement with Civera LLC ("Vendor"), detailed below. Upon the date that Vendor receives County's payment ("Effective Date"), the aforementioned agreements shall be executed. In providing the services required by this Agreement, Vendor must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Vendor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

Contract for Software Services

Scope of Work

In accordance with RFP No. F2024153 Public Access Election Results Software, Vendor agrees to create a new ElectionStats and Ballot Verifier search portal, and Ballot Redactor administrative tool for County ("Software"), which includes the migration and quality assurance of County's election results and voting statistics data from publicly available source files and webpages according to the Service Option selected by County in the Invoice above ("Data"). Software functional specifications shall be comparable to those demonstrated in current launched ElectionStats search portals, such as <https://results.elections.ny.gov> and Ballot Verifier search portals, such as <https://ballotverifier.adacounty.id.gov> ("Reference Sites") -- as of the Effective Date.

Acceptance

The Software shall be deemed accepted by County 30 days after the Delivery Date unless County provides notice of defect to Vendor within 30 days. Upon receiving said notice and deemed reasonably valid by Vendor, Vendor shall correct the defect and resubmit the Software for acceptance by County. If, in the reasonable judgment of Vendor, the defect is not valid, Vendor shall submit to County a written explanation of the reasons why such asserted defect is not valid. A defect shall never be construed to mean an additional functional component that is not present in the applicable Reference Sites. In the event of any inconsistency or conflict between Tarrant County RFP No. F2024153, Public Access Election Results Software and Civera's response to RFP No. F2024153, Public Access Election Results Software, these Terms and Conditions, or the Service Level Agreement, the terms of RFP No. F2024153 shall control with respect to the services set forth herein. Regarding payment schedule, Civera's Milestone and Payment Schedule attached to this agreement shall control.

Service Level Agreement

Please see attached document: "Civera - Service Level Agreement".

Bug fixes, Enhancements, and Upgrades

Annual support includes release of all bug fixes and enhancements at no additional cost. Annual support may also include minor features at no additional cost. Software version upgrades are provided at no additional cost.

Non-Disclosure of Privileged Data

In the event that County provides Vendor with materials which are exempt from applicable public records laws, including but not limited to: unredacted ballot images which contain personally identifiable information, and non-public voter registration information ("Privileged Data"), Vendor guarantees that such data shall remain strictly confidential, and Vendor shall not share such data with any outside party. As an additional security measure, insofar as Privileged Data is not necessary for the Software to function according to the needs determined solely by County, Vendor shall promptly destroy any copy of Privileged Data in Vendor's possession.

Payment for Services

For hosting and support to continue, payment for full Annual Support/License is due on each subsequent anniversary of contract execution. Payment terms should be "in accordance with the Texas Prompt Payment Act." County has the option of pre-paying for the full first-year amount including project costs. County and Civera agree to a one-year term duration.

Software License Agreement

With the exception of County's branding and design components and County's ported front-end code, Software is the exclusive property of Vendor. Vendor is allowing County a non-exclusive right to use of the Software for the duration of each annual term paid for by County. County and its employees shall be granted full access to and control over the Data within the Software at any time using a secure log-in administrative portal. County may request delivery of Data at any time and Vendor shall deliver such Data in a normalized CSV export-file format. County shall not grant administrative access to any user who is not an employee of County.

We, the undersigned, hereby execute the attached quote/invoice and the above Terms and Conditions:

Signature: 

Name: Tim O'Hare
Title: Tarrant County Judge
Organization: Tarrant County
Date: 9/17/2024

Signature: 

Name: Adam Friedman
Title: Chief Executive Officer
Organization: Civera LLC
Date: 8/22/2024

09042024

APPROVED AS TO FORM:

CERTIFICATION OF

AVAILABLE FUNDS: \$ 165,000.00

Kimberly Colliot Wesley
Criminal District Attorney's Office*

Kimberly M. Buchanan
Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

Service Level Agreement (SLA)

1. Agreement Overview	1
2. Goals & Objectives	1
3. Stakeholders	2
4. Service Agreement	2
4.1. Service Scope	2
4.2. County Requirements	2
4.3. Service Provider Requirements	3
4.4. Service Assumptions	3
5. Service Management	3
5.1. Service Availability	3
5.2. Service Response & Resolution Expectations	3

1. Agreement Overview

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between **Civera** (“Service Provider”) and **Tarrant County, Texas** (“County”) for the provisioning of IT services required to support and sustain **ElectionSuite, consisting of modules Ballot Verifier, Ballot Redactor, and ElectionStats.**

This Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders.

This Agreement outlines the parameters of all software services covered as they are mutually understood by the primary stakeholders. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

2. Goals & Objectives

The **purpose** of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent software service support and delivery to the County by the Service Provider(s).

The **goal** of this Agreement is to obtain mutual agreement for software service provision between the Service Provider(s) and County.

The **objectives** of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the customer.
- Match perceptions of expected service provision with actual service support & delivery.

3. Stakeholders

The following Service Provider(s) and County will be used as the basis of the Agreement and represent the **primary stakeholders** associated with this SLA:

Software Service Provider(s): Civera ("Provider")

Software Customer: Tarrant County, Texas ("County")

4. Service Agreement

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement.

4.1. Service Scope

The following Services are covered by this Agreement:

- Monitored email support
- SMS/Text support
- Phone support

4.2. County Requirements

County responsibilities and/or requirements in support of this Agreement include:

- Payment for all support costs at the agreed interval.
- Reasonable availability of customer representative(s) when resolving a service-related incident or request.

4.3. Service Provider Requirements

Service Provider responsibilities and/or requirements in support of this Agreement include:

- Meeting response times associated with service related incidents.
- Appropriate notification to County for all scheduled maintenance.

4.4. Service Assumptions

Assumptions related to in-scope services and/or components include:

- Changes to services will be communicated and documented to all stakeholders.

5. Service Management

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components.

5.1. Service Availability

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

- County may report issues 24/7 to our customer support page here: <https://civera.com/support>
- County may email our general support email at support@civera.com
- County will also be designated at least one customer support manager, and may contact them via phone, SMS/text, and email.
- Support business hours: Monday - Friday, 9AM to 5PM Eastern Time.
- Escalations: if an issue is of Critical Priority (see definitions below), then any communications received out of office hours will be escalated to a mobile phone and best efforts will be made to respond to the contact and resolve the issue according to the response/resolution table below.

5.2. Service Response & Resolution Expectations

Critical Priority issues are defined as “user-blocking bugs” such as: website problems which render expected content inaccessible to users due to software component failure (including but not limited to: dead HTML form submit button, uncaught runtime exception, database connectivity failure, web application outage).

High Priority issues are defined as bugs that may appear to be user-blocking (similar to above) but there is a work-around available.

Medium Priority and **Low Priority** issues are website problems which do not seriously impact users’ accessibility of expected content, and are typically cosmetic in nature (including but not limited to: wrong positioning of rendered DOM element, dead optional HTML form field, CSS or image load failure).

In support of services outlined in this Agreement, the Service Provider will respond to service related incidents and/or requests submitted by the County within the following time frames:

Issue Priority	Response Time	Resolution Time
Critical	4 business hours	8 business hours
High	8 business hours	16 business hours
Medium	7 business days	10 business days
Low	7 business days	30 business days



Milestone & Payment Schedule

Tarrant County TX: Ballot Verifier + Ballot Redactor + ElectionStats

Assuming project start of 9/17/2024.

Deliverable	Date	Payment
Ballot Verifier complete with full inventory of searchable ballots/CVRs for the following elections*: <ul style="list-style-type: none">• March 5, 2024, Primary• May 4, 2024 Joint General & Special• May 28, 2024, Primary Run-Off• June 15, 2024, Joint Run-off• Aug 31, 2024, City of Keller Special	2024-10-09	74,500
Ballot Redactor production deployment. ElectionStats searchable election results complete with full inventory of elections from 1996 to 2023.	2024-10-31	90,500
TOTAL	-	165,000

Vendor will submit an invoice only after County has provided written acceptance of milestone completion.

** Note: Deliverable of election inventory is highly dependent on County providing to Vendor ballot image and CVR assets in a timely fashion. County may choose to waive one or more election results and provide written acceptance of a partial inventory.*



Milestone & Payment Schedule

Tarrant County TX: Ballot Verifier + Ballot Redactor + ElectionStats

Assuming project start of 9/17/2024.

Deliverable	Date	Payment
Ballot Verifier complete with full inventory of searchable ballots/CVRs for the following elections*: <ul style="list-style-type: none">• May 4, 2024 Joint General & Special• May 28, 2024, Primary Run-Off• June 15, 2024, Joint Run-off• Aug 31, 2024, City of Keller Special Year 1 support of existing production site (2024-09-17 through 2025-09-16).	2024-10-09	74,500
Ballot Redactor production deployment. ElectionStats searchable election results complete with full inventory of elections from 1996 to 2024. Ballot Redactor & ElectionStats added to existing Year 1 support (2024-10-31 through 2025-09-16).	2024-10-31	90,500
Ballot Redactor / Ballot Verifier / ElectionStats Year 2 Support including complete inventory of searchable ballots/CVRs for all elections (2025-09-17 through 2026-09-16)	2025-09-17	137,950
Ballot Redactor / Ballot Verifier / ElectionStats Year 3 Support including complete inventory of searchable ballots/CVRs for all elections (2026-09-17 through 2027-09-16)	2026-09-17	137,950
TOTAL	-	\$440,900

Vendor will submit an invoice only after County has provided written acceptance of milestone completion.

** Note: Deliverable of election inventory is highly dependent on County providing to Vendor ballot image and CVR assets in a timely fashion. County may choose to waive one or more election results and provide written acceptance of a partial inventory.*