

**DUPAGE COUNTY
NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN that sealed bids will be received, and time stamped by the Procurement Office for The County of DuPage ("County") on or before, October 14, 2021 at 2:00 p.m. at DuPage County, Finance – Procurement 3-400, 421 N. County Farm Road, Wheaton, IL 60187-3978 by qualified vendors to provide services for the following contract: BALLOT ON DEMAND SYSTEM 21-086-CC. Bid document, including specifications, may be obtained from the Finance Department by email at _____ or onsite during regular business hours at no cost or from the internet via _____. All bids must be received prior to the date and time shown above. Bids transmitted by facsimile (fax) will not be accepted.

**WOMEN, MINORITY, AND VETERAN OWNED BUSINESSES
ARE ENCOURAGED TO SUBMIT BIDS ON THIS PROJECT.**

Due to the COVID-19 crisis, there are some process changes to the solicitations for bids and proposals including bid openings:

- 1) Bid openings will not be open to the public. Following current standard practice, all bid openings will be attended by two County employees.
- 2) Procurement will accept electronic bid submissions (by email) and electronic signatures.
- 3) Bids do not have to be notarized before submission.

Date	RFP Event Activity
September 29, 2021	Legal Notice Advertisement Placed
October 5, 2021 3:00 p.m. CT	Questions due to Buyer Email: valerie.calvente@dupageco.org
October 7, 2021 3:00 p.m. CT	Final Q&A Addendum Published
October 14, 2021 2:00 p.m. CT	Submittals Due to Finance Department
October 18 - 19, 2021	Vendor Presentations TBD

TABLE OF CONTENTS

Contents

SECTION 1 - PROJECT INFORMATION	3
SECTION 2 - INSTRUCTIONS TO BIDDERS	4
SECTION 4 - SPECIAL CONDITIONS	10
SECTION 5 - INSURANCE REQUIREMENT	12
SECTION 6 - SCOPE OF SERVICES	14
SECTION 7 – PREFERRED SYSTEM FEATURES	19
SECTION 8 – EVALUATION CRITERIA AND SUBMITTAL REQUIREMENTS.....	23
SECTION 9 - PROPOSAL FORM.....	29
SECTION 10 - SAMPLE CONTRACT.....	34
SECTION 11 - OUTSIDE ENVELOPE BID LABEL.....	37

SECTION 1 - PROJECT INFORMATION

√	SUBMITTAL CHECKLIST
	<ol style="list-style-type: none">1. Original signed bid with one (1) PDF on Flash Drive2. Section 7 – Preferred System Features3. Section 9 – Proposal Form4. Required Vendor Ethics Disclosure Statement5. W-9

AWARDED CONTRACTOR REQUIREMENTS	
Certificate of Insurance	Due within 15 days of Notice of Intent to Award
Performance Bond	Due within 15 days of Notice of Intent of Award
Illinois Secretary of State Corporate/LLC Certificate of good standing for current year	Due within 15 days of Notice of Intent to Award http://www.cyberdriveillinois.com/departments/business_services/howdoi.html

SECTION 2 - INSTRUCTIONS TO BIDDERS

1) **ON-LINE NOTIFICATION OF SPECIFICATIONS:** This document is available over the Internet at www.DemandStar.com, as well as from the contact listed in this document. Adobe Acrobat Reader is required to view electronic documents on-line. If you do not have Adobe Acrobat Reader, you may download it for free from Adobe at www.adobe.com/products/acrobat/readstep.html. Businesses without Internet access may contact the Procurement Services Division of the County at (630) 407- 6190 for these documents. Companies interested in doing business with the County can register and maintain their registration via the Internet at www.DemandStar.com. Registration is not required but if you choose to register you will receive automatic initial notification from DemandStar of relevant opportunities with the County of DuPage. The County is not responsible for errors and omissions occurring in the transmission or downloading of any specifications from this website. In the event of any discrepancy between information on this website and the hard copy specifications, the terms of the hard copy specification will control.

2) **ON-LINE PROVIDER DISCLAIMER:** DemandStar.com has no affiliation with the County of DuPage other than as a service that facilitates communication between the County and its vendors. DemandStar.com is an independent entity and is not an agent or representative of the County. Communications to DemandStar.com do not constitute communications to the County.

3) **COMMUNICATIONS:** To create a more competitive and unbiased procurement process, the County desires to establish a single point of contact throughout the procurement process. From the issue date of this solicitation, until a contract has been awarded, all requests for clarification or additional information regarding this solicitation or contact with the County personnel concerning this solicitation or the evaluation process, must be solely to the contact person listed on the cover page of this solicitation. No contact regarding this document with other County employees or officers is permitted. A violation of this provision may be grounds for the County to reject the Bidder's proposal. If it is later discovered that a violation has occurred, the County may reject any proposal or terminate any contract awarded pursuant to this solicitation. Termination of an awarded contract under this section shall constitute a termination for cause subject to the conditions in Paragraph 6 of the Special Provisions. Questions and answers regarding the Scope of Work/Specifications will be shared with all bidders.

4) **BID INFORMATION AND QUESTIONS:** Each Proposal that is timely received will be evaluated on its merit and completeness of all requested information. In preparing Proposals, Bidders are advised to rely only upon the contents of this Bid and accompanying documents and any written clarifications or addenda issued by the County. If a Bidder finds a discrepancy, error, or omission in the Bid package, or requires any written addendum thereto, the Bidder is requested to notify the Purchasing Contact noted on the cover of this document, so that written clarification may be sent to all prospective Bidders. The County is not responsible for oral representations. All questions must be submitted in writing to the Procurement Services Contact only before the Question Deadline indicated on the front of this document. All answers will be issued in the form of a written addendum.

5) **BID SUBMISSION:** To be considered, the Proposal must be prepared in the manner and detail specified in this document. Proposals must be submitted before the date and time indicated as the deadline. It is each Bidder's responsibility to ensure that the submittal is received and time-stamped prior to the deadline. This responsibility rests entirely with the Bidder, regardless of delays resulting from postal handling or for any other reasons. Proposals will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 4:00 p.m. local time, Monday through Friday, except for legal holidays to DuPage County Finance – Procurement at 421 North County Farm Road, Room 3-400 Wheaton, IL 60187. Proposals received after the above deadline shall not be accepted and returned to the Bidder unopened. The Finance-Procurement timestamp shall be the official time. The opening of a Bid does not constitute the County's acceptance of the Bidder as a responsive and responsible Bidder. Bidders must sign, in ink, the Proposal Form if indicated. Unsigned Proposals will not be considered. An authorized official must sign the Proposal. Each signature represents binding commitment upon the Bidder to provide the goods and/or services offered to the County if the Bidder is determined to be the most responsive and responsible Bidder.

Bids must be enclosed in a sealed envelope, box, or package, and clearly marked on the outside with the attached label secured to the lower left-hand corner.

Submission of a Bid establishes a conclusive presumption that the Bidder is thoroughly familiar with the Bid and specifications and terms of the Form of Contract, and the County's Procurement Ordinance and that the Bidder understands and agrees to propose by each, and all the stipulations and requirements contained therein.

All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and the person(s) signing the Bid must initial corrections in ink.

All costs incurred in the preparation and presentations of the Bid, as well as, any resulting contract, are the Bidder's sole responsibility; no such costs will be reimbursed to any Bidder. All documentation submitted with the Bid will become the property of the County.

Bids are subject to public disclosure after the deadline for opening in accordance with state law under the Freedom of Information Act (FOIA).

6) **CONTRACT AWARD:** The County reserves the right to withdraw the Bid, to award to one Bidder, or to award to any combination of Bidders, by item, group of items, or total Bid. The County may waive informalities if it is in the County's interest. The Bidder(s) to whom the award is made will be notified as soon as possible. Tentative acceptance of the Proposal, intent to recommend award of a contract and actual award of the contract will be provided by written notice sent to the Bidder at the address designated in the document. All Proposals must be for a firm fixed price unless specified. If, for any reason, a contract is not executed with the selected Bidder within 14 days after notice of recommended award, then the County may recommend the next most responsive and responsible Bidder. Award of this Bid is contingent upon the availability of funds for this project, within the sole discretion of the County. Acceptance of the Bidder's Proposal does not constitute a binding contract. There is no contract until the County's policies have been fulfilled. The County is not liable for performance costs until the successful Bidder has been given a fully executed contract. Failure to accept the terms and conditions of the County's Standard Contract may deem the Bidder non-responsive. The successful Bidder will be asked to sign a contract agreement (sample attached).

7) **WITHDRAWAL:** Bids may only be withdrawn by written notice prior to the deadline date set for the opening of Bid. No Bid may be withdrawn after the deadline for submission.

8) **REJECTION:** The County reserves the right to reject any or all Proposals, or to accept or reject any Proposal in part, and to waive any minor informality or irregularity in Proposals received, if it is determined by the Acting Chief Procurement Officer or designee that the best interest of the County will be served by doing so. The County may reject any Proposal from any person, firm or corporation in arrears or in default to the County on any contract, debt, or other obligation, or if the Bidder is debarred by the County from consideration for a contract award, or if Bidder has committed a violation of the ethics or anti-kickback provisions of the County's Procurement Ordinance which resulted in a termination of a contract or other material sanction within the two (2) years immediately preceding the date of issuance of this document.

9) **PROCUREMENT POLICY:** Procurement for the County will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the County. The Acting Procurement Officer has the vested authority to execute all County contracts, subject to Committee and County Board approval where required.

10) **PROPRIETARY INFORMATION:** Under the Illinois Freedom of Information Act, all records in the possession of DuPage County are presumed to be open to inspection or copying, unless a specific exception applies. 5 ILCS 140/1.2 One exemption is "trade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested." 5 ILCS 140/7(1)(g). The county will assume that all information provided to us in a bid or proposal is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act. Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an unredacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception

11) **NON-DISCRIMINATION:** DuPage County will not contract with any person or firm that discriminates against employees or applicants for employment because of any factor not related to job performance. The Bidder must comply with all federal, state and local laws and policies that prohibit discrimination in employment contracts.

12) **CONTRACT NEGOTIATION:** All Proposals must be firm for at least 120 calendar days from the due date of the Bid. If, for any reason, a contract is not executed with the selected Bidder within 14 days after notice of recommended award, then the County may recommend the next most responsive and responsible Bidder. There is no contract until the County's policies have been fulfilled.

13) DISQUALIFICATION OF RESPONDENTS: Any one or more of the following causes may be considered sufficient for the disqualification of a Bidder and the rejection of the Bid: Evidence of collusion among Bidders. Lack of competency as revealed by either financial, experience, or equipment statements. Lack of responsibility as shown by past work. Uncompleted work under other contracts which, in the judgment of the County, might hinder or prevent the prompt completion of additional work if awarded.

14) BIDDER RESPONSIBILITIES: The Bidder must be capable, either as a firm or a team, of providing all services as described under Preferred System Features and/or Scope of Work Section and to maintain those capabilities until notification of the fact that their Bid was unsuccessful. The selected Bidder must remain capable of providing all services proposed as described under Preferred System Features and/or Scope of Work Section and must maintain those capabilities until the agreement is successfully finished. The successful Bidder will be responsible for all Services in this Bid as they are provided or performed by the Successful Bidder. Further, the County will consider the Successful Bidder(s) to be the sole point of contact regarding contractual matters, including payment of any and all charges resulting from the cost of any contract.

15) DISCLOSURE OF CONTENTS: All information provided in the Bid shall be held in confidence and shall not be revealed or discussed with competitors, until after award of the contract except as provided by law or court decision. All material submitted with the Bid becomes the property of the County and may be returned only at the County's option. Bidders must make no other distribution of their Bids other than authorized by this BID. A Bidder who shares cost information contained in its Bid with other County personnel or competing Bidder personnel shall be subject to disqualification. Bidders shall not be provided any information about other Bids or prices or where the Bidder stands in relation to others at any time during the evaluation process. Any request for such information by a Bidder, or an affiliated party may be viewed as a compromise to the evaluation process and the requesting Bidder may be eliminated from further consideration.

16) COMPLIANCE WITH ILLINOIS STATE LAW: By submitting a response, Bidder [Proposer] certifies that it has obtained all required authorizations, certifications, and/or licenses required by law to perform the work described herein and transact business within the State of Illinois. This may include but is not limited to, in the case of a foreign business corporation, limited liability company, limited partnership, or limited liability partnership, authorization from the Illinois Secretary of State to transact business within the State of Illinois.

http://www.cyberdriveillinois.com/departments/business_services/howdoi.html.

SECTION 3 - GENERAL CONDITIONS

1) **ADDENDUM AND SUPPLEMENT TO INVITATION TO BID (ITB):** If it becomes necessary or advisable to revise any part of this ITB or if additional data is necessary to enable the exact interpretation of provisions of this ITB, revisions will be provided in the form of an Addendum. Addendum information is available over the internet at www.DemandStar.com. Adobe Acrobat® Reader may be required to view this document. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

2) **APPLICABLE CODES AND ORDINANCES:** Contractor hereby certifies that all materials used conform to all articles and sections of all current applicable National Building Codes and other relevant construction-related codes. Workmanship and materials shall conform to all local applicable codes and ordinances.

3) **ASSUMPTION OF RISK:** Until the completion and final acceptance by the County of all work under or implied by this Contract, the work shall be under the Contractor's care and charge and he shall be responsible, therefore. Contract shall rebuild, replace, repair, restore and make good all injuries, damages, re-erection, and repairs rendered necessary by causes, of any nature, to all or any portion of the work.

4) **CHANGES:** The County of DuPage reserves the right to make any desired change in the specifications after the same shall have been put under contract; but the change so made, with the price to be added or deducted from the contract price, therefore, shall be agreed upon in advance between County of DuPage and the successful Contractor. Illinois law requires that changes more than \$10,000 or extensions greater than thirty (30) days must comply with the Criminal Code (720 ILCS 5/33E-9 et seq.). The Procurement Services Division shall issue to the successful contractor a written change order to the original contract; such change orders shall be binding upon both parties thereto and shall in no way invalidate or make void the terms of the original contract not modified by such change.

5) **COMMENCEMENT OF WORK:** The successful Contractor must not commence any billable work prior to the County issuing a Notice to Proceed. Work done prior to these circumstances shall be at the Contractor's risk.

6) **CONFIDENTIAL INFORMATION AND COUNTY PROPERTY:** It is agreed that all specifications, drawings, or data furnished by County of DuPage shall (1) remain the County of DuPage's sole and exclusive property; (2) be considered and treated by Contractor as County of DuPage's confidential information, not be copied, reproduced or duplicated in any manner or disclosed to any person or party, except as is necessary in the performance of this contract and (3) be returned upon request.

7) **CONTRACTOR PERFORMANCE:** The Instructions to Bidders, Bid Form, General Conditions, Special Conditions, Contract Specifications/Features and Attached Exhibits, together with the approved purchase order shall be incorporated in and become terms of the Contract. All items shall be supplied in strict accordance with the specifications. The Contractor's performance under the terms of the Contract shall be to the satisfaction of the County. Failure to comply with any statutory requirements shall be deemed a performance breach.

8) **DISCIPLINE:** Nothing herein shall be construed to imply that the County of DuPage is retaining control over the operative details of the Contractor's work or the Subcontractor's employee's work. The Contractor is assuming all oversight, and the Contractor is ensuring compliance with safety guidelines.

9) **DRUG FREE WORKPLACE:** The Contractor (whether an individual or company) agrees to provide a drug free workplace as provided for in 30 ILCS 580/1 et seq.

10) **ENDORSEMENTS:** Contractor shall not use the name, seal or images inferring the authority of the County of DuPage in any form of endorsement to any third-party without the County's express written permission.

11) **F.O.B.:** All goods are to be shipped prepaid, F.O.B. delivered and installed. The total price quoted by the Bidder must be the total cost delivered to the location(s) stated. Bidder must not qualify his bid by stating a F.O.B. location other than such stated location(s). Shipments sent C.O.D. without County of DuPage's written consent will not be accepted and will at Contractor's risk and expense, be returned to Contractor. Unauthorized shipments are subject to rejection and return at Contractor's expense.

12) **FORCE MAJEURE:** The County of DuPage shall not hold Contractor liable for an extraordinary interruption of events, or damage of County property, by a natural cause that cannot be reasonably foreseen or prevented; i.e., droughts, floods, severe weather phenomena, et cetera.

13) **HOLD HARMLESS AGREEMENT:** Contractor shall indemnify and hold harmless the County of DuPage, its Engineers, Engineer's Consultants, and all of their partners, officers, agents, and employees from all suits, actions, or claims of any character brought for or on account of any injuries to or death of or damages received by any person, persons, or property resulting from the operations of Contractor or any of his subcontractors in prosecuting the work under this contract.

14) **HOLDING OF BIDS:** Bidder may withdraw the bid at any time prior to the time specified as the closing time for the receipt of bids. However, no Bidder shall withdraw or cancel the bid for a period of ninety (90) calendar days after said closing time for the receipt of bids.

15) **INDEMNITY:** The Contractor shall, at all times, to the extent permitted by law, fully indemnify, hold harmless, and defend the County and its officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Contractor and its employees, or because of any act or omission, neglect or misconduct of the Contractor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Contractor's violation of the Illinois Prevailing Wage act (820 ILCS 130/1 et seq.). Such indemnity shall not be limited because of the enumeration of any insurance coverage or bond herein provided. Nothing contained herein shall be construed as prohibiting the County, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Contractor shall likewise be liable for the cost, fees and expenses incurred in the County's or the Contractor's defense of any such claims, actions, or suits. The Contractor shall be responsible for any damages incurred because of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction because of its errors, omissions or negligent acts. The County does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. because of indemnification or insurance.

16) **LAW GOVERNING:** The ITB and resulting contract shall be governed by the laws of Illinois. Bidder agrees to comply with all applicable State and Federal laws.

17) **VENUE:** By submitting a response, bidder agrees that venue for all disputes arising out of the solicitation process, including but not limited to judicial review of any protest decision, will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.

18) **LIABILITY OF CONTRACTOR:** The mention of any specific duty or liability imposed upon Contractor shall not be construed as a limitation or restriction of any general or other liability or duty imposed upon Contractor by his Contract, said reference to any specific duty or liability being made merely for explanation. Contractor shall be responsible to Owner for the acts and omissions of all his employees and all subcontractors, their agents and employees, and all other persons performing any of the Work under an agreement with Contractor.

19) **LIENS, CLAIMS, AND ENCUMBRANCES:** Contractor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.

20) **LOBBYIST REGISTRATION:** Bidder shall comply with the provisions of Chapter 2, Article IX, Section 2-600, Lobbyist Registration of the Code of DuPage County, Illinois

21) **MSDS:** When applicable, Contractor shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act and the "Right-to-Know" law, 820 ILCS 220/0.01 and 820 ILCS 225/0.1. Material Safety Data Sheets, upon award of Contract, shall be submitted to the County Procurement Services Division.

22) **MISCELLANEOUS REQUIREMENTS:** The County will not be responsible for any expenses incurred by the Contractor in preparing and submitting a Bid. All Bids shall provide a straightforward, concise delineation of your capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

23) **NON-DISCRIMINATING:** The Contractor, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

24) **PATENTS:** Contractor undertakes and agrees to defend at Contractor's own expense all suits, actions, or proceedings in which the County of DuPage, its Officers, agents or employees are made defendants for actual or alleged infringement of any U.S. or foreign letters patent resulting from the use or sale of the items purchased hereunder. Contractor shall inform the County of DuPage whenever infringement will result from Contractor's adherence to specifications supplied by the County of DuPage or by an authorized County representative. Contractor further agrees to pay and discharge all judgments or decrees, which may be rendered in any such suit, action or proceedings against the County of DuPage, its Officers, agents or employees therein. Should Contractor or his agents be enjoined from furnishing or using any invention, article, material, or appliance required to be supplied under this contract, Contractor shall promptly offer other articles, materials, or appliances in lieu thereof, of equal quality suitability for review by County. If the County should disapprove of the offered substitutes and should elect in lieu of substitution, to have supplied, and to retain and use, any such invention, article, material or appliance as may be required by this Contract to be supplied, then Contractor shall pay such royalties and secure such valid licenses as may be necessary for the County. If the contractor does not make any approved substitution promptly, or does not pay such royalties to secure the licenses as may be necessary, then the Engineer shall have the right to make such substitution, or change the cost thereof against any money due Contractor from Owner, or recover the amount thereof from him and his sureties notwithstanding that final payment under this Contract may have been made.

25) **PAYMENT:** Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing. The County shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act". Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. Payment will not be made on invoices submitted later than six-months (180 days) after delivery of goods and any statute of limitations to the contrary is hereby waived.

26) **PROTEST:** Any actual or prospective bidder, offeror, or contractor who believes they have been adversely affected in connection with the solicitation or award of a contract may, within seven calendar days of the solicitation, bid opening or award, by mail or have served, a letter of protest to the Acting Chief Procurement Officer. The Acting Chief Procurement Officer must submit a response in writing to the protesting entity, within five (5) business days from receipt of the protest.

27) **RESERVATION OF RIGHTS:** The County of DuPage reserves the right to reject any or all bids failing to meet the County's specifications or requirements and to waive technicalities. If in the County of DuPage's opinion, the lowest bid is not the most responsible bid, considering value received for monies expended, the right is reserved to make awards as determined solely by the judgment of the County of DuPage. In determining the lowest most responsible bid, the County shall take into consideration the qualities of the articles supplied, their conformity with the specifications, and their suitability to the requirements of the County and the delivery terms. Intangible factors, such as the Bidder's reputation and past performance, will also be weighed.

- 1) The Bidder's failure to meet the mandatory requirements of the ITB will result in the disqualification of the bid from further consideration.
- 2) The County further reserves the right to reject all bids and obtain goods or services through intergovernmental or cooperative agreements, or to issue a new and revised ITB.
- 3) Submission of a bid confers no rights on the Contractor to a selection or to a subsequent contract. All decisions on compliance, evaluation, terms and conditions shall be made solely at the County's discretion and shall be made in the best interest of the County.
- 4) During any interview wherein it becomes apparent to the County that there is a mistake or error in any bid/proposal received by the County, the County reserves the right to advise the bidder as such and to permit the bidder to modify their proposal to remedy said mistake and/or error, prior to scoring of same.

28) **TAX:** The County of DuPage does not pay Federal Excise Tax or Illinois Sales Tax. The tax exemption number is E9997-4551-07. A copy of the exemption letter is available upon written request.

29) **TRANSFER OF OWNERSHIP OR ASSIGNMENT:** The terms and conditions of this contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Prior to any sales or assignments, the County of DuPage must be notified and approve the same in writing.

SECTION 4 - SPECIAL CONDITIONS

1) **ACCURACY DISCLAIMER:** The Contractor shall thoroughly acquaint himself with the sites for the proposed bid to fully understand the facilities, difficulties and restrictions attending to the execution of the bid. The Contractor will be allowed no additional compensation for his failure to be so informed.

2) **ADDITIONAL MISCELLANEOUS REQUIREMENTS:** The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title of interest therein or its power to execute such agreement to any other person, company or corporation without the previous consent and approval in writing by the County. The County staff will not take delivery of any equipment or material. The Contractor shall have a representative on-site to receive any equipment or material delivered for this project.

3) **PERFORMANCE BOND:**

The Contractor shall within 15 days of the Notice of Award furnish a Performance Bond in an amount equal to ten (10%) of the 2-year contractual amount, which includes initial equipment and ongoing maintenance. The Performance Bond is conditioned upon the faithful performance of all covenants and stipulations included in these bid documents and hold good for two (2) years upon delivery of the contract to protect the County of DuPage against inadequate performance per all requirements of the Bid Documents. The Performance Bond shall remain in effect for two (2) years from the issuance of a Purchase Order or receipt of goods during the Contract period, whichever is longer.

4) **CONTRACT TERM AND RENEWAL:** This contract shall be effective for a four (4) year term period with a start date of 12/1/2021 and a completion date of 11/30/2025, subject to two (2) four-year renewal options, to be exercised at the County's sole discretion, with maintenance costs to be provided at the cost or price specified and guaranteed in Vendor's proposal, for the life of the options exercised by the County. In consideration for the unilateral extension option and the guarantee of future pricing and service costs, the Parties hereby affirm that the award of this contract, and the payment of \$100 dollars (included within the proposed cost of the equipment and services to be provided in the initial term of this agreement) shall act as sufficient and valuable consideration for the unilateral renewal options and guaranteed future pricing.

5) **PRICING:** Subject to the term and renewal conditions set forth above, the bidder(s) shall submit a performance pricing guarantee for a period of twelve (12) years, as will be outlined in more detail in the RFP.

6) **CANCELLATION:** The County reserves the right to cancel the whole or any part of this contract (1) upon 120-day written notice, without cause, (2) upon 30-day written notice if the County fails to appropriate funds to enable continued payment, without termination charges, (3) upon 60-day written notice of its intent to terminate, for any reason, or for no reason at all, if such termination is approved by the County Board no later than 180 days after a new County Board is seated subsequent to any election, or (4) upon 3-day written notice due to failure by the Contractor to carry out any obligation, term or condition of this contract. The County will issue written notice to the Contractor for acting or failing to act as in any of the following:

- a. The Contractor provides material that does not meet the specifications of this contract;
- b. The Contractor fails to adequately perform the services set forth of this contract;
- c. The Contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;

If the Contractor fails to progress in the performance of this contract and/or gives the County reason to believe that the Contractor will not or cannot perform the requirements of the contract; upon receipt of the written notice of concern, the Contractor shall have ten (10) days to provide a satisfactory, written response to the County. Failure on the part of the Contractor to adequately address all issues of concern may result in the County resorting to any single or combination of the following remedies: Cancel the contract; Reserve all rights or claims of damage for breach or any covenants of the contract; Perform any test or analysis on materials for compliance with the specifications of this contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne on the Contractor. Notwithstanding the 30-day, 60-day and 120-day notice requirements above, in the event of Vendor's insolvency, bankruptcy or receivership, at the County's option, the County may immediately cancel this contract; cancellation will be effective upon receipt of notice by Vendor. For clarity, County's termination under this Section shall not relieve County of any payment obligations incurred prior to the effective date of termination. Upon termination of this Contract, all data, work products, reports and document produced, because of this Contract shall become the property of the County. Further, Vendor shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this Contract.

7) **LITERATURE:** Contractor must supply with their bid the latest printed specifications and advertising literature if pertains to proposal submitted.

8) **PROPERTY FURNISHED TO CONTRACTOR BY COUNTY OF DUPAGE:** All property furnished to the Contractor by the County of DuPage or specifically paid for by the County of DuPage, for use in the performance of this contract, shall be and remain the property of the County of DuPage, shall be subject to removal upon the County of DuPage's instruction, shall be used only in filling orders from the County of DuPage, shall be held at the Contractor's risk, shall be kept insured by the Contractor at the Contractor's expense while in its custody or control in an amount equal to the replacement cost thereof, with loss payable to the County of DuPage, and upon recall by County of DuPage shall be packaged at Contractor's expense for shipment to County of DuPage in accordance with County of DuPage's instructions. Copies of policies or certificates of such insurance will be furnished to County of DuPage on demand.

It is agreed that all specifications, drawings, or data furnished by County of DuPage shall (1) remain the County of DuPage's sole and exclusive property; (2) be considered and treated by Contractor as County of DuPage's confidential information, and not be copied, reproduced, or duplicated in any manner or disclosed to any person or party, except as is necessary in the performance of this order/contract and (3) be returned upon request.

9) **QUANTITIES:** The County of DuPage reserves the right to increase or decrease the quantities shown herein at any time during the life of the contract to correspond to the actual needs of the County of DuPage.

10) **THIRD PARTY AGREEMENT:** The County shall not enter a third-party rental agreement and reserves the right to disqualify a vendor so bidding.

SECTION 5 - INSURANCE REQUIREMENT

The Contractor and Subcontractors or Partners will purchase and maintain insurance for the coverages for a minimum of two (2) years after contract termination of the Contract.

Upon notice of acceptance of Bid, the successful bidder shall, within fifteen (15) calendar days of said notice, furnish to the Purchasing Agent a certificate of Insurance and provide policy endorsements evidencing specific coverage of the types of insurance in the amounts specified below. Such coverage shall be placed with a responsible company acceptable to DuPage County licensed to do business in the State of Illinois, and with a minimum insurance rating of A: VII as found in the current edition of AM Best's Key Rating Guide. Each policy shall bear an endorsement precluding the cancellation or reduction of said policies without providing DuPage County thirty (30) days prior notice thereof in writing. All required insurance shall be maintained by the contractor in full force and effect during the life of the contract, and until all work has been approved and accepted by DuPage County. The Proposer is responsible for all insurance deductibles and Self-Insured Retentions.

TYPE OF INSURANCE	MINIMUM LIMITS LIABILITY
1. Workers Compensation	Statutory
2. Employers Liability A. Each Accident & Disease	\$1,000,000
3. *Commercial General Liability	\$2,000,000
4. *Umbrella Excess Liability (over primary) Retention for Self-Insured Hazards (each occurrence)	\$1,000,000
5. *Business Auto Liability	\$1,000,000
6. Professional Errors and Omissions	\$1,000,000 Incident \$2,000,000 Aggregate
* ALSO Required in addition to a Certificate of Insurance 1) An Additional Insured Endorsement as well as endorsements for: 2) Waiver of Subrogation and 3) Insurance is Primary and Non-Contributory to additional insured insurance coverage	

If any policy or coverage is written as "claims made" then coverage must be maintained for 2 years after contract termination.

At all times during the term of the contract, the Proposer and its independent contractors shall maintain, at their sole expense, insurance coverage for the Proposer, its employees, officers and independent contractors, as follows:

- It is the responsibility of Proposer to provide a copy of this BID to their insurance
- It may also be required that the Proposer's insurer and coverage be approved by the DuPage County prior to execution of the Contract.
- No work shall be started until receipt of Certificate of Insurance.

The County of DuPage shall be named as additionally insured on all certificates of insurance. Insurance certificates shall also reference project name and BID NUMBER. Insurance Certificates with required endorsements should be emailed to: valerie.calvente@dupageco.org.

The insurance carrier of the insured is required to notify DuPage County of termination of any of these coverage's, prior to the completion of any contract, at least 30 days prior to expiration.

CHANGES IN, OR TERMINATION OF, INSURANCE COVERAGE: The insurance carrier of the insured is required to notify DuPage County of termination of any of these coverage's, prior to the completion of any contract, at least 30 days prior to expiration.

INSURANCE RATING: All the above-specified types of insurance shall be obtained from companies that have at least an A rating in Best's Guide or the equivalent.

SURVIVAL OF INDEMNIFICATION: The indemnification described above shall not be limited due to the enumeration of any insurance coverage herein provided, and indemnification shall survive the termination of the Contract.

NOTICE OF LAWSUIT: Within 60 days of service of process, DuPage County shall notify the Proposer of any lawsuit involving the indemnification provided for above. Failure to provide such notice shall not relieve the Proposer of its obligation to provide indemnification. However, DuPage County shall be responsible for any additional costs of defense incurred due to their failure to provide such notice within 60 days.

CHOICE OF LEGAL COUNSEL: The Proposer shall provide coverage as provided in the contract and retains the right to choose legal counsel subject to the approval of DuPage County, and appointment by the State's Attorney.

RIGHTS RETAINED: Notwithstanding the foregoing, nothing contained herein shall be deemed to constitute a waiver of any defenses or immunities otherwise available to DuPage County.

SECTION 6 - SCOPE OF SERVICES

INTRODUCTION

Purpose

The DuPage County Clerk Election Division (Division) invites qualified vendors to submit a proposal for Ballot on Demand (BOD) or equivalent feature vote tabulation equipment along with associated software and services to support elections administrated by the Division.

BACKGROUND

The Division is charged with the conduct of all federal, state, county and local elections occurring within its boundaries. DuPage County is composed of approximately 300 polling places consisting of approximately 930 precincts with over 600,000 registered voters.

The Division oversees voter registration and conducts all facets of the elections occurring within its boundaries.

The Division employs 25 fulltime employees while servicing over 600,000 registered voters and is the third largest election authority in Illinois after Cook County and the City of Chicago. The Election Division employs a Deputy County Clerk to carry out policy directives and oversees the day-to-day operations.

The Division staff has extensive experience creating election databases and ballot layouts. The County intends to continue using internal staff to operate all aspects of the proposed software with minimal vendor support.

SCOPE OF WORK

Project Scope

The County is seeking a solution that best fits its needs. The County voting equipment has aging technology with no ability for upgrades and equipment parts that are unavailable. In the future, its software will no longer be supported. The County is limited by the number of ballot styles per memory card and cumbersome way of processing ballots without a central count system. The lack of up-to-date technology creates inefficiencies and high costs.

In response, the County seeks an end-to-end election technology solution that is designed for future elections and enables the County to adapt to rapidly changing technology. The County request a turn-key solution that includes but is not limited to: (i) acquisition; (ii) installation; (iii) testing and training; and (iv) on-going software system maintenance and support for voting election software.

This solution must fully support the County's expansive network, which is currently comprised of:

- Approximately 930 precincts
- Approximately 300 polling locations with 1 TSX and 1 OS per location
- 1,100 KNOWiNK Poll Pads
- 25 early voting locations, which averages 5 to 12 TSX per location
- 25 set ups with 1 TSX and 1 OS per setup
- 50 extra units for backup

The solution must also support the County's Vote by Mail (VBM) needs. The County's November 3, 2020 election had:

- 179,868 Vote by Mail ballots casts, which included
 - 2,361 UOCAVA ballots and
 - 2,241 Provisional ballots.

Proposal must include equipment for each location. In addition, the County considers the useful life of printing equipment to be five (5) years, so replacement costs must be factored in accordingly. Submissions that fail to provide equipment for the entire network fail or that fail to factor in the five-year lifecycle/replacement costs, will be considered nonresponsive.

The vendor shall provide removal of old equipment at no cost to the County.

Ballot on Demand or Equivalent

A key component of the new system is Ballot on Demand or equivalent feature. The proposed voting system must include an integrated Ballot on Demand or equivalent feature (BOD) system. As defined by County, BOD systems enable the printing an individual ballot for each voter on election day or early voting day. Such a system integrates ballot images from the voter registration system to select the correct type of ballot.

Listed below are the County's preferences for BOD system.

- The BOD components should print full-sized, mark-able, individual official ballots that look and can be scanned/processed exactly like a regular printed official ballot.
- The BOD should have ballot uniformity allowing for same size ballot for voters of ADA, early voting, and election Day.
- The BOD should have a 100% audit paper trail.
- The BOD system should be capable of producing precinct ballots, provisional ballots, vote by mail ballots, and ballots for duplication.
- The BOD system should accept input to produce ballots from any precinct or ballot type created for the election. Users can call up the correct precinct or ballot type using either a manual input or from a barcode produced from the e-roster system used by the County.
- The BOD system should have components that have a small footprint for easy transportation to each polling location. For the BOD system proposed, the printer can be larger to accommodate larger volumes of printing.
- The BOD system should have a daily use cycle of no less than 1,500 ballots. The vendor should anticipate a single printer to experience printing 1,500 ballots per day.
- Complies with ADA (Americans with Disabilities Act). Vendor should provide a touchscreen interface with languages instructions to make voting simple. The system must meet the federal requirements for allowing voters with disabilities to cast their votes privately and independently.

Minimum System Security Requirements

Maintaining the integrity of all components of the system is critical. In addition to the security requirements identified in both U.S. Election Assistance Commission and State of Illinois Board of Elections as detailed in its certification testing and the Use Procedures documents. Pursuant to these requirements, the following minimum-security features shall be included:

- Protection from unauthorized access to data. All data must be encrypted and digitally signed for tamper evidence. If someone attempts to tamper unlawfully with data, the system must alert elections staff.
- Protection from unauthorized access to internal systems electrical power and network connectivity.
- Enclosures that protect data during transportation and allow for tamper-evidence notification for poll workers and observers to easily see that devices are secured throughout an election cycle.
- Firmware security that protects against the loading or updating of firmware while the device is set for an election or is in election mode.

Central County Scanning, Vote Capture and Ballot Adjudication

The voting system should include features for central count scanning. For the purposes of this request for proposal "central count scanning" is defined as scanning of any ballot at the main County's Division. It includes scanning Vote by Mail ballots, precinct ballots, and provisional ballots. Specifically, the system should meet the following:

- a) Scans and tabulates all ballots regardless of type (e.g., precinct, vote by mail, and provisional) while rejecting ballots that are not associated with the election that is currently defined and open on the system.

- b) Reads all ballots except in circumstances where a ballot cannot be imaged for exceptional reasons (e.g., a portion of the ballot is missing) in which case scanning continues without interruption and without deletion of the entire batch. A report can be produced which identifies specific ballots in the batch that cannot be read, with a plain language message to the operator. In addition, the reasons for the rejection, as well as the sequence number of the ballot, are identified in an easy-to-read report.
- c) Provides on-screen adjudication of scanned ballot images, enabling batch by batch resolution of questionable voter intent issues with clear, color-coded flags. This system eliminates the need for ballots to be out stacked or rescanned for further review or duplication.
- d) Accepts batches which include multiple precincts.
- e) Includes plain-language annotations that describe how scanners processed voter marks.
- f) Provides the ability for elections staff to easily locate exactly the ballot images they need, and plain-language processing notes that clearly show exactly how voter selections are recorded.
- g) Stores ballot images from all tabulating equipment provided.
- h) Allows for ballot adjudication to take place at any workstation connected to the internal scanning network.
- i) Allows for ballot scanning to continue while adjudication process is occurring on a different workstation.

Delivery

Delivery of new equipment shall take place no later than November 30, 2021. Exact dates shall be established during contract negotiations and shall be coordinated with the removal of the old equipment. Title of equipment will not pass until delivery is complete and equipment has been inspected and approved by the County.

Training

An essential element of the acquisition of any new system of election equipment is the process of education of those who will use it, election personnel, warehouse staff and poll worker trainers. Initial training shall begin to take place no later than thirty (30) days after delivery. In addition, a successful vendor must provide clear and thorough manuals describing the operation and maintenance of the system. Such manuals and materials shall expressly include but shall not be limited to full equipment repair training for warehouse employees. Vendor shall provide qualified trainers who have the capability to develop and deliver both electronic learning and face-to-face training programs designed to support the skills and knowledge of the Division. Proposals submitted shall include comprehensive plans for the education of all these groups. These plans should be based on prior experience of the vendor deploying the type of system proposed as well as "human use research" conducted for the vendor and on input from the County. The concerns of the County as to education and training are set out in the subsections below. These are areas to be specifically addressed by the materials and training to be supplied by successful vendor.

- Warehouse Personnel - The personnel at the County's warehouse have the greatest amount of interaction with the hardware and set up of an election system in preparation for early voting and Election Day, as well as control of the processes of maintenance and storage between elections. Materials and instruction for warehouse employees must effectively prepare them for the vital tasks involved in pre-election preparation and final pre-shipment checking of any hardware components of an election system. Additionally, warehouse personnel must be instructed in the proper methods for preparing the machinery to be trucked to polling places in advance of early voting and Election Day. Finally, the warehouse staff needs to be instructed on properly executing post-election tasks, including receiving the election machinery post-election; unpacking equipment; checking equipment; and preparing the hardware for storage between elections. As a part of this final task, warehouse personnel need to be trained to perform any maintenance tasks that may be the responsibility of the County pursuant to any contractual requirement. The County requires that staff of the successful vendor will be assigned, using materials and techniques developed by the vendor, to conduct whatever training sessions are necessary at the premises of the warehouse.

- Other Election Staff - Most election personnel will be affected in their jobs to a greater or lesser degree by the introduction of a new election system. Executive, managerial, and supervisory personnel will require a thorough understanding of all the features and characteristics of the new system. Line staff will need to know about those attributes of the system that affect their tasks. The County requires that sufficient staff of the successful vendor will be assigned, using materials and techniques developed by the vendor, to conduct any and all necessary training sessions at the offices of the County
- Poll Worker Trainers and Training - The introduction of a new system of election machinery places significant demands on the poll workers who staff the polling places on Election Day. The majority of the work of acquainting the judges with the new machinery and the impact that it has on their Election Day tasks will fall to the County's poll worker trainers. It is the responsibility of the vendor to train the poll worker trainers. The thorough training of the trainers is an essential element of a successful transition to the election system. The vendor should provide personnel who are familiar with training concepts, inner workings of the equipment and troubleshooting solutions. Unless the poll worker trainers have mastered the intricacies of any new equipment, and those of the training curriculum supplied by the vendor, the judges they train will not be properly prepared. Poorly trained poll workers reflect poorly on both the County and the vendor. In light of the above concerns, the successful vendor shall have in place a complete and comprehensive curriculum for poll worker training and the means to transfer the knowledge to the classroom. The provided curriculum should make use of audio-visual materials in addition to traditional print materials, including a detailed poll worker manual and troubleshooting guide supplied in part by the vendor. Further the curriculum should include hands-on demonstration and exercises as well as lectures and explanatory instructions. The curriculum must also include testing materials for administration after the judge training classes. Vendor's proposal should describe any on-line training and testing materials, including refresher training, to be provided, including a cost breakdown.

Maintenance Warranty

The County requires that maintenance and support will be furnished on an as needed basis. The successful vendor shall be contractually responsible for all maintenance and support services for all elements of the system, including but not limited to all hardware components and software components including upgrades, and any data transport services that are required under the contract, and will be the single point of contact for service and support. The County expects that the successful vendor shall guarantee the availability of preventative maintenance, maintenance (including but not limited to functional checks, servicing, repairing or replacing of necessary devices, equipment, and on-going support) and support services for application software, for a term of twelve (12) years from final acceptance of proposal.

Pricing

Provide a fixed price pricing model and cost proposal for the solution and services required by this RFP for a term of twelve (12) years. Vendor must include all-in estimated costs, including but not limited to proprietary paper, toner, etc.

Costs for the Vendor's proposed solution shall be submitted on the proposal pricing forms provided in the associated cost spreadsheet in **Appendix A**. Indicate if the cost is one-time, annual, or other.

- Vendor shall detail listing outlining the equipment, labor, installation, set-up, testing, and training with all costs. Costs shall include cost of equipment, add-on features cost, software cost (if applicable), training cost, labor, a minimum of five and ten years of replacement equipment materials with same or newer equipment (including, but not limited to printers), maintenance plan (including but not limited to preventative maintenance, functional checks, servicing, repairing or replacing of necessary devices, equipment and on-going support) broken out per year, warranty, and any other costs. Cost proposal shall include full itemized pricing information. As appropriate, items should include professional fees, materials, out-of-pocket expenses, and any other costs anticipated.
- Vendor shall provide a single all-in price for the period-of-time required. The price shall include, but not limited to, accessories, parts, and consumables. Examples include, but are not limited to, replacement printers, screens, voting booths, ballot paper, etc.
- The Vendor shall provide price information for each separate component of the proposed solution, as well as the costs of any modifications necessary to fully comply with the RFP specifications.

- In the event the product or service is provided at no additional cost, the item should be noted as "No Charge."
- In the event the product or service is not being included in the Vendor proposal, the item should be noted as "No Bid."
- Vendor shall provide prices in U.S. dollars.

When completing, print out the responses and return both the printed responses and the Microsoft Excel file. In representing software license fees, the Vendor shall,

- Explain all factors that could affect licensing fees.
- Make clear what type of license is offered for each price (named user, concurrent user, installed copies, processor-based, etc.).
- Indicate which product versions, operating platform(s), and machine classes are included for each price.
- Make clear the extent of any implementation services that are included in the license fees (installation, configuration, training, etc.)

Vendors shall show any applicable discounts separately from product and service prices.

Vendors shall provide separate prices for each item in the proposed solution.

SECTION 7 – PREFERRED SYSTEM FEATURES

For the following preferred system features, provide responses for each in a separate document detailing what vendor can meet or what vendor can't meet. This section shall be returned with your submittal.

- 1) The County prefers a Ballot on Demand System or equivalent with ADA components to be printed on a full-sized 8 ½ x 17" ballot allowing the voter to experience uniformity and mimicking voters of ADA, early voting and election day.
- 2) If awarded on October 26, 2021, what is vendor's anticipated date of delivery?
- 3) Explain vendor's plan to deliver the proposed equipment within the timeframe set forth in this RFP.
- 4) Ballot on Demand System or equivalent should be capable of producing all precinct ballots, provisional ballots, and ballots for duplication.
- 5) The Ballot on Demand System or equivalent should accept user input to produce ballots from any precinct or ballot type created for the election. Users can call up the correct precinct or ballot type using either a manual input or from a barcode produced from the e-roster system used by the County.
- 6) The County requires English and Spanish printing and audio ballots.
- 7) DuPage County has inventory carts for storage and transporting the voting system. It is the preference of Election Division to use the existing storage equipment if feasible. The following are the County's current Election Supply Cabinet measurements:
 - a. Large - H 4'10" x W 5'4" x D 2'2" with two (2) adjustable height shelves.
 - b. Small - H 4'x10" x W 4'2" x D 2'2" with one (1) adjustable height shelf.
- 8) Illinois law requires that the equipment used to conduct elections be certified by the Illinois State Board of Elections. If vendor's proposed equipment is not certified by Illinois State Board of Election, this proposed shall not be considered responsive. Is vendor's proposed equipment certified by the Illinois State Board of Elections? Provide detail.
- 9) Specify whether vendor's proposed equipment is new, used or refurbished and provide the manufacture date of each proposed component.
- 10) Specify the manufacturing location of equipment proposed and how vendor defines "manufactured".
- 11) The County prefer that all solutions provide central counting. Provide the equipment model # and include number of ballots the central count is capable of scanning per hour. List any models that are active, discontinued, or scheduled for upgrades in the future.
- 12) The software should be able to be managed with encryption of, validation of, and the application of digital signatures to election information.
- 13) The software should be able to be managed end to end with little or no contractor interference.
- 14) The software should be useable without reliance on cloud data servers and sources. The data shall be housed locally without network connectivity.
- 15) The software should provide for Hardware Diagnostics, Logic and Accuracy Testing and Post-Election Audits for the Division.
- 16) Specify which version of the Windows operating system your software platform is using.
- 17) The software should be able to interface logically with the DFM EIMS voter database program.
- 18) Is your proposed solution and equipment VVSG 1.1 certified? If not, what is vendor's plan toward VVSG 1.1 certification?
- 19) What is vendor's policy regarding shipping, handling and installation of items returned or received through proposed maintenance plan? Explain your plan to deliver the proposed equipment within the timeframe set forth in this RFP.

- 20) DuPage County currently uses KNOWiNK Poll Pads. Is vendor's proposed system compatible with KNOWiNK Poll Pads? If yes, is vendor's proposed system certified to integrate in accordance with Illinois State Board of Elections?
- 21) Provide details regarding vendors' connection between the Poll Pad and Tabulation. List any requirements of connectivity, including, but not limited to cable(s) or other peripherals hardware.
- 22) List any innovations anticipated soon upgrading the system vendor is proposing which could be available to the County.
- 23) Will equipment proposed be uniform, i.e., identical laptops, printers, etc.?
- 24) The County prefer to be offered the latest model for central count. Provide detail proposed stating latest model or not.

25) Please provide a diagram and associated list to illustrate your equipment needs for a typical voting location. For your reference, a generalized example of a diagram and list are provided below. The diagram needs to include a key to identify abbreviated equipment names. The list needs to tie back to the diagram with model numbers, unit prices, and totals. If applicable, factor in discounts. Example diagram and list as shown below are provided for reference but are not meant to reflect requirements. Proposer's individual diagrams and lists will be unique to the vendors proposed solution.

Diagram for a Typical Voting Location (Example)



Equipment List for a Typical Voting Location (Example)						
# on Diagram	Abbreviation	General Descripti	Model # and Name	Unit Price	Discount	Total Price
1	T	Table	CT1256 Conference Tables "72 by 38"	\$ 200	\$ -	\$ 200
2	T	Table	CT1256 Conference Tables "72 by 38"	\$ 200	\$ -	\$ 200
3	T	Table	CT1256 Conference Tables "72 by 38"	\$ 200	\$ -	\$ 200
4	T	Table	CT1256 Conference Tables "72 by 38"	\$ 200	\$ -	\$ 200
7	BB	Ballot Box	SW1040 Ballot Box	\$ 1,000	\$ 200	\$ 800
8	BB	Ballot Box	SW1040 Ballot Box	\$ 1,000	\$ -	\$ 1,000
9	VB	Voting Booth	SB5000 Voting Booth	\$ 2,000	\$ -	\$ 2,000
10	VB	Voting Booth	SB5000 Voting Booth	\$ 2,000	\$ -	\$ 2,000
11	VB	Voting Booth	SB5000 Voting Booth	\$ 2,000	\$ -	\$ 2,000
12	VB	Voting Booth	SB5000 Voting Booth	\$ 2,000	\$ -	\$ 2,000
13	TSX	Touchscreen Voti	TSX4000 Touchscreen Voting Maching	\$ 3,000	\$ -	\$ 3,000
14	AVB	Accessible Voting	AB1220X Accessible Voting Booth	\$ 4,000	\$ -	\$ 4,000
Total Equipment List for a Typical Voting Location:				\$ 17,800	\$ 200	\$ 17,600

SECTION 8 – EVALUATION CRITERIA AND SUBMITTAL REQUIREMENTS

I. EVALUATION

Criteria:

Proposals will be evaluated based on the most competitive offer. The County will consider the quality of products and services offered, price, responsiveness to the RFP requirements, and the Vendor's ability to understand and meet the needs of DuPage County. Proposals will be evaluated by an Evaluation Committee based on the evaluation criteria listed below (other than price), which constitutes a total of 80 points. The 20 points allocated to Pricing will be scored solely by Procurement. Each vendor submitting a proposal shall be required to make a presentation to the Evaluation Committee. Evaluations/scoring will be completed after each bidder has concluded its presentation. The order of such presentation(s) shall be up to the sole discretion of the County.

Evaluation Criteria	Available Points
<p>Firm Qualifications (Scored by Evaluation Committee)</p> <ul style="list-style-type: none">• Vendor's general qualifications including specific disciplines represented that are applicable to the proposed work, number of employees, office locations, and other factors.• Vendor's depth and breadth of ability to carry out the scope and the extent of the work required.• Bank References and past three (3) years of company's audited financial data, including information regarding the company's ability to post the required performance bond.• Five (5) references from similar-sized jurisdictions that are using the proposed equipment and system.	20
<p>Key Qualifications (Scored by Evaluation Committee)</p> <ul style="list-style-type: none">a) Background of team that would be assigned to the County and areas of expertise.b) Industry Certification and Credentials.c) Communications skills, including interactions with Elected Officials, Board, Staff, and providers.	20
<p>Project Understanding (Scored by Evaluation Committee)</p> <ul style="list-style-type: none">1) Vendor's proposed solution addresses the requirements of the County listed in this RFP.2) Vendor's proposed solution addresses the preferred system features of the County as listed in Section 7 of this RFP.3) Vendor's implementation plan shall include, but not limited to:<ul style="list-style-type: none">a) General approach,b) Project management,c) Reporting,d) System documentation, ande) Disaster recovery	40

Evaluation Criteria	Available Points
<p>4) Vendor shall provide a maintenance plan for all elements of the System, including, but not limited to all hardware components and software components, upgrades, and any data transport services that are required under the contract, and will be the single point of contact for service and support.</p> <p>5) Vendor shall provide references within public sector available for the County to call. The feedback provided by these references as well as feedback provided by any other public sector clients of the vendor that the County may opt to contact shall be considered in scoring.</p> <p>6) Vendor shall make a virtual presentation to the Evaluation Committee. Presentation will be limited to two (2) hours in length and should include some time for interaction with the Evaluation Committee.</p>	
<p>Price (Scored by Procurement)</p> <ul style="list-style-type: none"> • Best and Final Offer shall be included with vendor's initial pricing. • Procurement shall score the fixed cost pricing proposals on total cost of ownership over twelve (12) years. <ul style="list-style-type: none"> ○ Ten (10) points are allocated for equipment and maintenance years one (1) through four (4) ○ Ten (10) points are allocated for maintenance and five-year lifecycle/replacement cost years five (5) through twelve (12). • Any vendor who provides pricing that does not meet the requirements of the RFP, at the County's sole discretion may be deemed non-responsive to this category and shall have no points awarded under this section to its proposal. 	20
Total	100

An Evaluation Committee comprised of Election Division personnel will evaluate all responsive proposals in accordance with the evaluation criteria. The Evaluation Committee will score the Firm Qualifications, Key Qualifications, and Project Understanding, which total 80 points. Procurement will score Price, which totals 20 points. Once all sections are scored, Procurement will provide the Evaluation Committee with the final scoring, which totals 100 points. Scoring will be completed upon all evaluations.

The selection of any Proposal shall be at the recommendation of the Evaluation Committee and the approval by the DuPage County Clerk. The County reserves the right to reject any or all proposals.

GENERAL

The proposals should be separated into two parts marked "Technical Proposal" and "Price Proposal". Price Proposal should be in a sealed envelope and include vendor's name on both the outside and inside of the proposal. Each section should include the vendor's name, address, telephone number, and the title and email address of the person authorized to represent the vendor. Proposals delivered to the County should include one (1) compete paper copy and one (1) electronic copy on a flash drive. For proposals submitted via email, the Technical Proposal and Price Proposal sections should be sent as separate attachments.

II. SUBMITTAL REQUIREMENTS

Qualified vendors interested in performing the work described in this RFP are asked to provide the following information presented in a clear, comprehensive, and concise manner, illustrating the vendor's capabilities, experience, and expertise:

1. Introductory Cover Letter – Provide an introductory Cover Letter (Letter) with content at discretion of submitter, that is signed by an authorized representative of the vendor. The Letter should be addressed to Ms. Jean Kaczmarek, County Clerk for the County of DuPage.

The Letter shall include the background of the company, number of Illinois counties that currently use the equipment, and an explanation of how the Vendor meets the minimum requirements as listed in this RFP. The Letter should be organized in the same order and under the same headings as outlined in the RFP. The Letter must be on company letterhead and signed by the individual authorized to bind the company in any contract with the County.

2. Firm Qualifications – Provide a statement that portrays the vendor's qualifications in relation to the Scope of Services. The response should include the following:

- a) A summary of the vendor's general qualifications including specific disciplines represented that are applicable to the proposed work, number of employees, office locations, etc.
- b) An outline of the vendor's depth and breadth to carry out the scope and the extent of the work required.
- c) Main attributes that differentiate your vendor from other competitors.
- d) Relevant previous experience with public sector entities.
- e) Business License, Tax ID, and any significant certification document supporting your vendor's expertise.
- f) Bank References and past three (3) years of company's audited financial data.
- g) List of all public-sector clients within the past three (3) years.
- h) List of five (5) references, preferably from Illinois election jurisdictions using the equipment proposed for DuPage County, with contracts similar in size and scope to DuPage County including engagement profile, client name, contact name and title, email, and telephone contact information.
- i) Certified by State of Illinois Board of Elections

3. Key Qualifications – Provide a statement that portrays the vendor's engagement team qualifications in relation to the Scope of Services. The response should include the following:

- a) Background and credentials profile for the team that would be assigned to the County account, including name, position/title, location, years of industry experience, years with vendor, and number of clients currently assigned.
- b) Areas of expertise of each consultant.
- c) Communications skills including experience interacting with Election Officials, Board, Staff and providers.

4. Project Understanding – Describe your vendor's interest, understanding, and approach to providing services for this engagement, including a schedule for accomplishing the project.

- a) Application Software

The Vendor is required to provide a general description of the application program product and how it will meet requirements of this RFP. This section must address, at a minimum, the following items:

1. Describe your overall proposed technology solution.
2. Describe the product direction for the company, including time frames.
3. Describe unique aspects of the Vendor's solution in the marketplace.
4. Describe components of the solution that are industry standards versus being proprietary to the Vendor.

5. For third party products proposed that are integrated with the Vendor's solution provide the following for each product:
 - a. Reason that this product is a third-party product versus being part of the software Vendor's solution,
 - b. Extent to which this third-party product is integrated with the Vendor's solution.
6. The Vendor shall answer the following questions:
 - a. What are the security requirements for multi-user access to the proposed election management software?
 - b. Can the system be programmed to manage a 2 or 3 sheet ballot?
 - c. What measures have been taken to avoid system tampering (encryption, etc.)?
 - d. Is there another company's software incorporated into the end project?

b) Implementation Plan

The Vendor is to provide an implementation plan to include the following elements:

1. General Implementation Approach
2. Project Management Approach
3. Hardware, Software & Storage Design and Installation Consulting
4. Data Conversion Plan
5. Report Development
6. Integrations and Interfaces
7. Training
8. Change Management Approach
9. Testing
10. Operational Redesign Approach
11. System Documentation and Manuals
12. Disaster Recovery Plan
13. Knowledge Transfer
14. Project Timeline

c) Training

Training for DuPage County employees shall take place no later than 30 days after delivery. Vendor must provide qualified trainers who have the capacity to develop and deliver both e-learning and face-to-face training programs designed to support the skills and knowledge of the Division staff and the development of that staff. Training content must be capable of encompassing the Division's workforce development policies and procedures and where appropriate best practices used in the public sector. Vendor will provide training materials. Training shall include a Project Manager for year one (1) to manage the start-to- finish of project

d) Maintenance Warranty

The County requires that maintenance and support will be furnished on an as needed basis. The successful vendor shall be contractually responsible for all maintenance and support services for all elements of the system, including but not limited to all hardware components and software components including upgrades, and any data transport services that are required under the contract, and will be the single point of contact for service and support. The County expects that the successful vendor shall guarantee the availability of preventative maintenance, maintenance (including but not limited to functional checks, servicing, repairing or replacing of necessary devices, equipment, and on-going support) and support services.

e) Equipment Ownership / Custody Options

The County is seeking proposals for the purchase of equipment.

f) Software Ownership / Custody Options

The Vendor shall propose options for software licensing that will meet the following requirements:

- Allows year-round on-line access to the full version of elections management software and updates.
- Allows for the County's ownership of computer equipment necessary to run the software and a description of the hardware specifications required to run the software.

g) Service and Support

At a minimum, service and support shall include the following:

- Physical location of service stations/repair depots convenient to the County.
- Physical location of warehouse/storage facilities where backup equipment is stored convenient to the County Organizational Chart of the service and technical support staff and identification of the persons who will be providing services to the County.
- Experience levels and qualifications of key technical support staff and identification of the persons who will be providing services to the County.
- Service plan for annual preventative maintenance and software and firmware updates.
- Ability to respond quickly in case of issues during elections – describe your company's resources and support in this context.
- The proposed voting equipment, software and support must provide qualified team members who are skilled in all areas of elections, election technology and large-scale initiatives.
- The proposed voting equipment and software must have an afterhours support telephone number with immediate response capabilities.

The cost of a service plan shall be included in the proposal but separate from the cost of equipment and software. The cost of annual software licensing should also be included as part of the service plan.

In addition, the Vendor should indicate which parts/components, if any, can be serviced in-house by DuPage County (cleaned and/or replaced).

h) Short-Term Plans

The Vendor is encouraged to share company, product or services changes expected in the short term that may impact DuPage County's decision in selecting a proposal, such as an upgrade that has not yet been certified in Illinois.

In addition, the Vendor should indicate which parts/components, if any, can be serviced in-house by DuPage County (cleaned and/or replaced).

5. Price – In a separate sealed envelope or file, provide the following prices.

Provide a fixed price pricing model and cost proposal for the solution and services required by this RFP for a term of twelve (12) years. Vendor must include all-in estimated costs, including but not limited to proprietary paper, toner, etc.

Costs for the Vendor's proposed solution shall be submitted on the proposal pricing forms provided in the associated cost spreadsheet in **Appendix A**. Indicate if the cost is one-time, annual, or other.

- Vendor shall detail listing outlining the equipment, labor, installation, set-up, testing, and training with all costs. Costs shall include cost of equipment, add-on features cost, software cost (if applicable), training cost, labor, a minimum of five and ten years of replacement equipment materials with same or newer equipment (including, but not limited to printers), maintenance plan (including but not limited to preventative maintenance, functional checks, servicing, repairing or replacing of necessary devices, equipment and on-going support) broken out per year, warranty, and any other costs. Cost proposal shall include full itemized pricing information. As appropriate, items should include professional fees, materials, out-of-pocket expenses, and any other costs anticipated.
- Vendor shall provide a single all-in price for the period-of-time required. The price shall include, but not limited to, accessories, parts, and consumables. Examples include, but are not limited to, replacement printers, screens, voting booths, ballot paper, etc.
- The Vendor shall provide price information for each separate component of the proposed solution, as well as the costs of any modifications necessary to fully comply with the RFP specifications.
- In the event the product or service is provided at no additional cost, the item should be noted as "No Charge."
- In the event the product or service is not being included in the Vendor proposal, the item should be noted as "No Bid."
- Vendor shall provide prices in U.S. dollars.

When completing, print out the responses and return both the printed responses and the Microsoft Excel file. In representing software license fees, the Vendor shall,

- Explain all factors that could affect licensing fees.
- Make clear what type of license is offered for each price (named user, concurrent user, installed copies, processor-based, etc.).
- Indicate which product versions, operating platform(s), and machine classes are included for each price.
- Make clear the extent of any implementation services that are included in the license fees (installation, configuration, training, etc.)

Vendors shall show any applicable discounts separately from product and service prices.

Vendors shall provide separate prices for each item in the proposed solution.

SECTION 9 - PROPOSAL FORM

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Offeror	
Main Business Address	
City, State, Zip Code	
Telephone Number	
Fax Number	
Proposal Contact Person	
Email Address	

The undersigned certifies that he is:

☐

the Owner/Sole
Proprietor

☐

a Member of the
Partnership

☐

an Officer of the
Corporation

☐

a Member of the
Joint Venture

herein after called the Offeror and that the members of the Partnership or Officers of the Corporation are as follows:

(President or Partner)

(Vice-President or Partner)

(Secretary or Partner)

(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Manager, DuPage Center, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. _____, _____, and _____ issued thereto;

Further, the undersigned proposes and agrees, if this Proposal is accepted, to provide all necessary machinery, tools, apparatus and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Offeror and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Offeror and is true and accurate.

Further, the undersigned certifies that the Offeror is not barred from proposing on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33E-4, proposal rigging or proposal-rotating or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this proposal and has checked the same in detail before submitting this proposal, and that the statements contained herein are true and correct.

If a Corporation, the undersigned further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed, nor modified and that the same remain in full force and effect. (Offeror may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.) Further, the offeror certifies that he has provided services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option. _____

Finally, the offeror, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the cost schedule.

PROPOSAL AWARD CRITERIA

This proposal will be awarded to the most responsive, responsible vendor meeting specifications based upon the highest total score (out of 100 points) compiled during evaluation of the proposals outlined in the selection process.

The Contractor agrees to provide the service described above and in the contract specifications under the conditions outlined in attached documents for the amount stated.

X _____
(Signature and Title)

CORPORATE SEAL
(If available)

PROPOSAL MUST BE SIGNED FOR CONSIDERATION

Subscribed and sworn to before me this _____ day of _____ AD, 2021

My Commission Expires: _____
(Notary Public)

REQUIRED FORMS TO BE SUBMITTED

1. REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

The Required Vendor Ethics Disclosure Statement can be found on the next page and on the County's internet site under Contractor Forms in the Procurement section.

Required Vendor Ethics Disclosure Statement link here: <https://www.dupageco.org/Finance/Procurement/1316/>

2. IRS FORM W-9

IRS Form W-9 can be found attached, or at the following link: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>



Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: _____

Bid/Contract/PO #: _____

Company Name:	Company Contact:
Contact Phone:	Contact Email:

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☐ **NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

☐ **NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:

<http://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature

Printed Name

Title

Date

Attach additional sheets if necessary. Sign each sheet and number each page. PAGE 1 OF 1 (total number of pages)

IN WITNESS, WHEREOF, the parties set their hands and seals as of the date first written above.

THE COUNTY OF DUPAGE, ILLINOIS

CONTRACTOR

SAMPLE CONTRACT - DO NOT SIGN

By:

SIGNATURE

PRINTED NAME

Chairman of the Board

PRINTED TITLE

DATE

SAMPLE CONTRACT - DO NOT SIGN

By:

SIGNATURE

PRINTED NAME

PRINTED TITLE

DATE

SECTION 11 - OUTSIDE ENVELOPE BID LABEL

SEALED BID PROPOSAL

INVITATION #: 21-086-CC

DESCRIPTION: BALLOT ON DEMAND SYSTEM

OPENING DATE: 10/14/2021

OPENING TIME: 2:00 P.M.

COMPANY NAME: _____

DATED MATERIAL - DELIVER IMMEDIATELY

Please cut out and affix this proposal label(above)
to the outermost envelope of your proposal to help ensure proper delivery.



The County of DuPage
Finance – Procurement 3-400
421 North County Farm Road
Wheaton, Illinois 60187-3978

BALLOT ON DEMAND SYSTEM 21-086-CC
ADDENDUM 1

1. Procurement will accept electronic bid submissions via email and electronic signatures. Provide details for electronic bid submissions.

Answer: Bid can be submitted three (3) ways, 1) Hand or 2) Courier Service delivered to DuPage County, Finance – Procurement 3-400, 421 N. County Farm Road, Wheaton, IL 60187-3978 or 3) Electronically – Procurement will accept electronic bid submission and electronic signature sent to Buyer at valerie.calvente@dupageco.org.

When submitting bid electronically, submit two (2) separate files – RFP Technical Response, and Appendix A – Price Proposal Ballot On Demand System 21-086-CC. When submitting confidential information, submit a separate file RFP Technical Response Redacted. The County does not require an Outside Bid Label for electronic submissions.

When submitting bid via hand or courier service, submit original files in separate envelopes, RFP Technical Response and Appendix A – Price Proposal Ballot on Demand System 21-086-CC and one (1) Flash Drive containing each file. When submitting confidential information, submit a separate file RFP Technical Response Redacted on Flash Drive as well. Using the Outside Bid Label is necessary in identifying the bid upon arrival at the County.

2. Is the County expecting the initial purchase to include a two (2) year warranty with ten (10) additional years support and maintenance?

Answer: The initial term of the contract is four (4) years with two (2) four (4) year renewals. The initial purchase includes equipment and maintenance for years one (1) through four (4). The warranty described in the RFP is required for the entire term of the contract.

3. What are the actual number of ballots cast for walk-in Early Voting and for Election Day voters in November 2020?

Answer: The actual number of walk-in ballots casted for November 2020 were - Election Day paper was 115,209, Election Day Touch Screen was 3,235, Early Voting paper was 23,555 and Early Voting Touch Screen was 166,959.

4. Does the County expect to exceed 17" ballot lengths in future elections?

Answer: Currently, the County is not expecting to exceed 17" ballot lengths. However, the possibility of larger ballots exists for future elections and vendor should be cognizant of that possibility in crafting its bid/proposal. Vendor should specify what the largest size ballot each solution can produce as part of its bid.

5. Does the County use the five Sentio System for printing of mail ballots, UOCAVA, provisional and as needed Election Day precinct ballots?

Answer: Yes, the County uses eight (8) Sentio System for printing of mail ballots, UOCAVA, and remade ballots.



The County of DuPage
Finance – Procurement 3-400
421 North County Farm Road
Wheaton, Illinois 60187-3978

-
6. What is the minimum requirement for battery backup for a Ballot on Demand printer in the event of a power outage?

Answer: The County did not state any minimum requirement for battery back up for Ballot on Demand printers in the event of an outage as the County anticipates that each system may have differing electrical needs.

7. How many battery backup devices will be required at each voting location for the Ballot on Demand printers?

Answer: The County did not state a number of battery backup devices for each voting location, as the County anticipates that each system will have differing electrical needs and therefore, may require more or fewer backups at each voting location.

8. Does the County have enough voting booths for marking of paper ballots?

Answer: The County has sufficient voting booths for marking of paper ballots. Should vendor's equipment require a voting booth, table, etc. for ADA components, please include and note in pricing in Appendix A.

9. Appendix A includes product and parts listed in the Description column and quantities in the QTY column. Was the Appendix intended to be blank?

Answer: The County provided quantities for items identified by the County. For items not identified by the County, vendor shall provide pricing for recommended products. Proposals should also include descriptions and quantities as part of Appendix A.

10. Appendix A Price Proposal; Recurring: Is it the intent of the County to include only annual fees (i.e., preventative maintenance, license and support, other ongoing support fees) in the Recurring section? Does the County require that one-time costs such as voting devices be placed into the Year 1 column?

Answer: The County request that one-time costs such as voting devices be placed in Qty and Price columns. The formula in the spreadsheet will calculate the Extended Price. Annual fees should be placed in their respective recurring year(s) on the spreadsheet.

11. Please advise the quantities for the items listed as pre-marked test deck ballots.

Answer: The County requests the vendor to provide the cost per sheet of test decks ballots in black and white and color, package, boxed and delivered to the County's offices.

12. Attached is updated Appendix A – Ballot on Demand System 21-086-CC v2 to include Recurring years 1 – 12 and 12-Year Grand Total. When completing the document, note -

- Do not add subtotals to columns.
- In the event the product or service is not applicable to the vendor proposal, the item should be noted as "No Charge". If selected as a vendor, in the event the product or service is applicable to vendor offering, vendor shall provide product or service at no charge to the County.
- Quantities listed are canvassing purchase amounts and may be adjusted in quantity based on vendors' proposed solution.