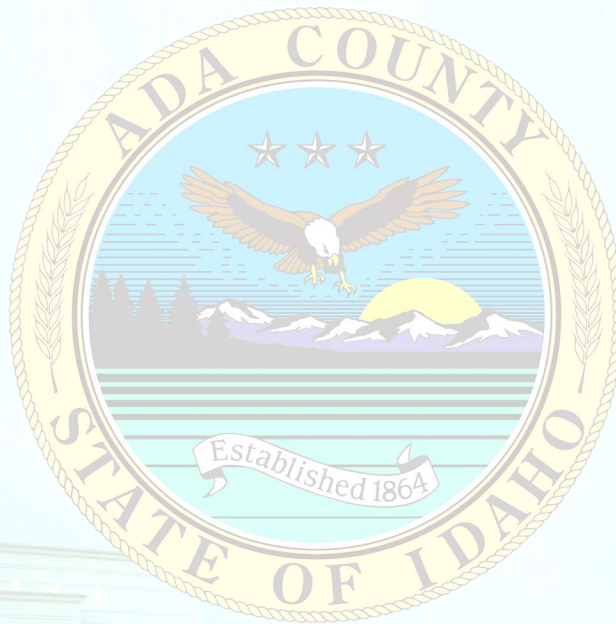


Request for Proposal

RFP 20003

ADA COUNTY ELECTRONIC POLL BOOKS



Issued: October 17, 2019

By: Ada County Procurement

200 W. Front St. Boise, ID 83702

Phone (208) 287-7123

www.adacounty.id.gov/bids

**Kendra Kenyon, Commissioner
Diana Lachiondo, Commissioner
Rick Visser, Commissioner**

REQUEST FOR PROPOSAL
RFP20003
ADA COUNTY ELECTRONIC POLL BOOKS

The Board of Ada County Commissioners will receive and publicly open sealed and clearly marked proposals for **RFP 20003 Ada County Electronic Poll Books**.

Sealed proposals are to be submitted online to Ada County Procurement at <https://adacounty.bonfirehub.com> no later than 4:00 p.m. local time, on **November 8, 2019**. All proposals will be electronically date and time stamped as they are submitted. Proposals cannot be accepted if submitted by hard copy, mail, facsimile, or e-mail. Proposals will be publicly opened and the names of participating vendors read aloud on **November 12, 2019**, on or about 10:00 a.m. local time in the Board of Ada County Commissioners' Hearing Room, located on the third floor of the County Courthouse and Administration Building, 200 West Front Street, Boise, Idaho 83702. Information and specifications for same may be obtained at Ada County Procurement, 200 W. Front Street, 2nd Floor, Room 2210, Boise, Idaho 83702 or may be downloaded free of charge at <https://adacounty.bonfirehub.com>. A non-refundable plan copy fee of **\$25.00** is required for each set picked up in hard copy. The Board of Ada County Commissioners reserves the right to accept or reject any or all proposals.

Auxiliary aids or services for persons with disabilities are available upon request. Please contact Ada County Procurement at (208) 287-7123 to make arrangements.



Kendra Kenyon, Chair

Publish: October 17, 2019 & October 24, 2019

TABLE OF CONTENTS

INVITATION

INTRODUCTION

INTRODUCTION.....	3
-------------------	---

BACKGROUND

BACKGROUND.....	3
-----------------	---

INSTRUCTIONS TO PROPOSERS

I RFP GENERAL INSTRUCTIONS.....	4
II QUESTIONS	4
III PROPOSAL SUBMISSION	5
IV PREPARATION OF PROPOSAL.....	6
V PROPOSAL INFORMATION.....	6
VI QUALIFICATIONS OF PROPOSER	6
VII CONFIDENTIALITY	7
VIII PROCESS OF REVIEW AND AWARD	7

PROPOSAL CONTENT & EVALUATION CRITERIA

I PROPOSAL CONTENT.....	8
II EVALUATION CRITERIA.....	10

PROPSAL RESPONSE COVER SHEET

PROPOSAL RESPONSE COVER.....	12
ADDENDA ACKNOWLEDGEMENT	14

EXHIBIT A

SCOPE OF WORK

EXHIBIT B

SAMPLE AGREEMENT

EXHIBIT C

PROPOSAL SUBMISSION INSTRUCTIONS

CHECK-OFF LIST FOR PROPOSAL SUBMITTAL

REQUEST FOR PROPOSALS

RFP 20003

Ada County Electronic Poll Books

OWNER: **Ada County Clerk's Office**

PROJECT: **Ada County Electronic Poll Books**

INTRODUCTION

The Board of Ada County Commissioners ("County") is seeking proposals ("Proposals") from qualified vendors to provide Electronic Poll Books to the Ada County Clerk's Office ("ACCO"), which administers all elections in Ada County. The ideal vendor will have experience in successfully providing Electronic Poll Books in comparable public agencies, with similar requirements to County. The successful vendor shall be responsible for the implementation and commissioning of the Electronic Poll Books, including user training and technical support.

BACKGROUND

The ACCO is statutorily charged with conducting all required elections in the County. The functions required include the creation of ballots, assembly of paper printed precinct poll books, setting up of polling stations in 150 different precincts, administration of the voting processes (absentee, early, election-day, and assistive voting), tabulation of ballots and reporting of results. The ACCO is committed to conducting the election processes with utmost diligence in ensuring accurate and transparent elections. However, it seeks to reduce the ever-increasing costs and complexity associated with the election processes.

The ACCO is seeking Electronic Poll Books, with flexibility for future applications and/or upgrades being a high priority. The ACCO encourages Vendors to present Proposal solutions, based on the stated needs of the County and its voter population. Ada County envisions that the Electronic Poll Books will eventually replace all of the existing paper poll books that are currently used at 150 precincts within Ada County.

"Electronic poll book" is defined by Idaho Code § 34-111A as an "electronic list of registered voters for a particular precinct or polling location that may be transported to the polling location. The electronic poll book shall contain the same information as the combination election record and poll book as defined in this chapter." All products included in a vendor's response should meet this statutory definition. See also Idaho Code 34-111(1) which defines the "combination election record and poll book" as the book containing a listing of registered electors who are qualified to appear and vote at the designated polling places. All products included in a vendor's response should meet this statutory definition.

The Electronic Poll Books must be able to maintain accurate lists of voter registrations, voter eligibilities, and determine the right ballot type(s), as well as update same day registrants or update voter information. The Electronic Poll Books must be capable of “capturing” a voter’s signature electronically.

Many poll workers lack technology skills that would enable them to operate a complex system, therefore, the County seeks Electronic Poll Books that are both intuitive and have a minimal number of steps required to process a voter.

INSTRUCTIONS TO VENDORS

I. RFP GENERAL INSTRUCTIONS

A. Interested parties may obtain **RFP 20003 Ada County Electronic Poll Books** Request for Proposals package from Ada County Procurement, 200 W Front Street, 2nd Floor, Room 2210, Boise, Idaho 83702 by paying a non-refundable \$25.00 hard copy fee, or by downloading an electronic copy free of charge at <https://adacounty.bonfirehub.com>.

B. Sealed proposals are to be submitted online to Ada County Procurement at <https://adacounty.bonfirehub.com> no later than 4:00 p.m. local time, on **November 8, 2019**. All proposals will be electronically date and time stamped as they are submitted. **Proposals cannot be accepted if submitted by hard copy, mail, facsimile, or e-mail.** Proposals will be publicly opened and the names of participating vendors read aloud on **November 12, 2019**, on or about 10:00 a.m. local time in the Board of Ada County Commissioners’ Hearing Room, located on the third floor of the County Courthouse and Administration Building, 200 West Front Street, Boise, Idaho 83702.

II. QUESTIONS

A. Neither the County nor any County Representative will give verbal answers to any inquiries regarding the meaning of RFP 20003 or provide verbal instructions prior to the submission of Proposals. Any other verbal statement regarding same by any persons, prior to the submission of Proposals, shall be unauthoritative.

B. **Any explanation of RFP 20003, or exceptions to same, or objections to the Agreement process**, desired by vendors, must be requested of Ada County Procurement in writing, and if explanations or exceptions to the requirements are necessary, a reply will be made in the form of an addendum, a copy of which will be made available on the Ada County website at <https://adacounty.bonfirehub.com>. All questions and requests for clarifications/exceptions must be submitted in the Q/A section of the Bonfire project listing, and received no later than **October 28, 2019, at 4:00 p.m.** local time. An addendum will be issued on or about **October 30, 2019**.

C. All addenda issued to Proposers, prior to date of receipt of Proposals, shall become a part of this RFP 20003, and all Proposals are to include the information described in all addenda issued. Each Proposal submitted must specifically list all addenda issued.

III. PROPOSAL SUBMISSION

A. Please see Proposal Submission Instructions, Exhibit C, for instructions regarding the electronic submission of Proposals. The **Proposal Response Cover Sheet** must be signed by a company representative authorized to submit a Proposal. Proposers are advised to allow ample time for the transmission of required documents to ensure a timely submission.

B. Submit all required information as outlined in the **Proposal Content & Evaluation Criteria** section.

C. Sealed proposals are to be submitted online to Ada County Procurement at <https://adacounty.bonfirehub.com> no later than 4:00 p.m. local time, on **November 8, 2019**. All proposals will be electronically date and time stamped as they are submitted. **Proposals cannot be accepted if submitted by hard copy, mail, facsimile, or e-mail.** Proposals will be publicly opened and the names of participating vendors read aloud on **November 12, 2019**, on or about 10:00 a.m. local time in the Board of Ada County Commissioners' Hearing Room, located on the third floor of the County Courthouse and Administration Building, 200 West Front Street, Boise, Idaho 83702. **Proposals received after the due date and time will be deemed non-responsive and will not be considered.**

D. The Board expressly reserves the right to reject any or all Proposals or to accept the Proposal judged by it as most satisfactory for its requirements and also reserves the right to waive any informality in any Proposal.

E. The Proposal forms must be completely filled out in ink or typewriting with signature in long hand, **and the completed forms shall be without interlineations, alterations, additions, or erasures.** If a vendor takes exception to the Proposal Forms or the contents thereof, those exceptions must be made to Ada County Procurement in writing, in accordance with section II.A.2., herein. Proposed amounts shall be stated in numerical figures and in writing. Vendors should take care that all figures are accurate; written figures will supersede numerical figures, in the case of a discrepancy. In addition to stating proposal costs on the Proposal Response Cover Sheet, Proposers will be required to submit all required proposal costs in the separate pricing attachment, Proposal Amount (BT-06CM) at <https://adacounty.bonfirehub.com>.

F. Proposers shall:

i. Carefully examine: Instructions to Proposers, Proposal Forms, Proposal Submission Instructions and all attachments and any addenda issued subsequent thereto;

ii. Include in the proposed costs all costs and expenses needed to cover all services and requirements contemplated by the RFP 20003 documents; and

iii. Provide full responses to all Proposal Content Requirements as detailed below.

G. The Proposer awarded the Agreement will not be allowed any extra compensation by reason of any matter or thing concerning that which such vendor might have been fully informed prior to submitting a Proposal.

IV. PREPARATION OF PROPOSALS

A. Failure to read RFP 20003 and these instructions will be at the vendor's own risk.

B. Cost of Developing Proposals. All costs related to the preparation of the Proposals and any related activities are the sole responsibility of the vendor. The County assumes no liability for any costs incurred by vendors throughout the entire submittal/selection process.

V. PROPOSAL INFORMATION

A. Equal Opportunity. The County will make every effort to ensure that all vendors are treated fairly and equally throughout the entire advertisement, review, and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.

B. Insurance Requirements. Proposers should review the required insurance coverage and notice of policy cancellation requirements that will be part of the resulting agreement(s). Insurance information is provided in Exhibit A of the Sample Agreement. The selected Proposer will be required to provide insurance certificates and endorsements meeting all requirements at the time of notification of conditional award.

C. Taxes. Proposers shall include in their Proposals all applicable taxes which are levied by Federal, State, or Municipal Governments upon the goods/services, and the successful vendor shall pay all such taxes and must be able to show evidence of such payment.

D. Rejection of Proposals. The County reserves the right to reject any or all Proposals received. Furthermore, the County shall have the right to waive any informality or technical defect in Proposals received, when in the best interest of the County.

E. No Proposal shall be accepted from, or agreement awarded to, any person, firm or corporation that is in arrears to the County upon a debt or Agreement or that is in default, as surety or otherwise, upon any obligation to the County.

VI. QUALIFICATION OF VENDORS

A. Vendors shall be responsible for complying with all applicable provisions of the Idaho Code as it relates to submittals of this project or provision of the services, including obtaining state certification for the provision of electronic poll books from the Idaho Secretary of State, pursuant to I.C. § 34-1106A, prior to the execution of any agreement with County.

B. Proposers, prior to the execution of any agreement with County, shall be licensed to do business in the State of Idaho. If unsure if your company is licensed in Idaho please refer to the Idaho Secretary of State.

VII. CONFIDENTIALITY

Data contained in the Proposal and all documentation provided therein becomes the property of Ada County, and the data becomes public information upon opening of the Proposal. If the Proposer wishes to have any confidential or proprietary information withheld from the public, such information must fall within the definition of “trade secret” contained within the Idaho Public Records Act (IPRA). **All “trade secret” information the Proposer wishes the County to withhold must be submitted in a sealed package, which is separate from the remainder of the Proposal.** The separate package must be clearly marked “Trade Secret” on the outside of the package. Each page inside the package must also be clearly marked as “Trade Secret.” Proposer agrees and acknowledges that the Proposal Form is a disclosable public record.

Proposers must act in good faith in marking “trade secret” information and cooperate with County in determining “trade secret” information, if an IPRA request for the contents of a Proposal is made. County reserves the right to make an independent discretionary decision whether or not the documents marked as “Trade Secret” qualify as such pursuant to the IPRA, if a Proposer fails to comply with these requirements. Ada County will take reasonable efforts to protect any information marked "trade secret" by the Proposer, to the extent permitted by the IPRA. **If County withholds “trade secret” information from a person requesting same under the IPRA, by submitting a Proposal, the Proposer agrees to indemnify County for any attorney’s fees and costs associated with the defense of the decision to withhold the “trade secret” information, should the decision be legally challenged.** Further, the Proposer will be named in any legal challenge as a party, pursuant to Idaho Code § 74-115, and will have legal standing to oppose the request for disclosure. **By submitting a Proposal, the Proposer further agrees to hold County harmless from any and all liability and resulting damages that may arise from releasing those portions of the Proposal not marked “trade secret” information. All documents not marked as “Trade Secret” are subject to release in compliance with the Idaho Public Records Act, without further notice to Proposer.**

VIII. PROCESS OF REVIEW AND AWARD

A. After the Proposals are opened, Ada County Procurement will review the Proposals for compliance with the RFP 20003 documents and Idaho Code. All Proposals that meet the administrative requirements listed in RFP 20003 will be evaluated by the Evaluation Committee (“Committee”). The Committee will be comprised of representatives from County. County may use one or more Subject Matter Experts to assist the Committee in the evaluation process.

B. The Committee will evaluate all written Proposals. The evaluation process will also involve presentations/demonstrations of the top one to three Proposals from **December 9 through December 10, 2019.** Following the evaluation process, the Committee will rank the Proposals using the established Evaluation Criteria listed in the Proposal Content and Evaluation section of this RFP 20003. A ranked list of Proposals and a written recommendation will be made

to the Board. Proposers will be supplied with a copy of the recommendation on or about **December 10, 2019**.

C. Any Proposer's protest of the recommendation must be in writing and received by the Board, 200 West Front Street, Room 3255, Boise, Idaho, 83702, **no later than 4:00 p.m. local time on December 13, 2019**.

D. The Board will consider the Proposals for potential award on **December 17, 2019, at or about 9:00 a.m. local time**.

E. The selected Proposer shall be required to enter into a written agreement on or before December 31, 2019, unless otherwise provided. A sample agreement is provided in Exhibit C, with certain **non-negotiable** terms and conditions. Proposers are advised to read the agreement carefully, as the chosen vendor will be expected to enter into an agreement in substantially the form provided. Vendors should submit a copy of their own standard agreement terms and conditions, related to licensing and/or warranty, for its products/services, with their Proposals, with the understanding that County is under no obligation to accept those terms and conditions. **If vendors have any objections to or questions regarding the required agreement provisions, those objections must be made in accordance with section II.A.2, herein, or they will be deemed waived, in the event vendor is awarded the agreement.**

PROPOSAL CONTENT & EVALUATION CRITERIA

Proposals to this RFP 20003 must be organized as outlined below. Proposals not organized as outlined below, not containing the information specified, or not containing sufficient detail or including marketing materials, will receive a lower rating when evaluated. The Proposal must address the following areas at a minimum:

I. PROPOSAL CONTENT

A. Proposal Response Cover Sheet. This is to be the first document of the Proposal. It must include the legal name of the vendor, the name of a contact person and title, and contact information. All addenda issued shall be acknowledged by checking the box of the addenda number and inserting the date it was issued. It must be signed by a person authorized to submit a Proposal in response to this RFP 20003.

B. Letter of Introduction. Please provide a letter of introduction as the second document of the Proposal. Briefly introduce your company, provide the location of the office that will be primarily responsible for the work, and identify the contact person in your organization for correspondence with County. Also, include email and telephone numbers for the contact person. Provide the name of the person legally authorized to Agreement for your company.

C. Unique Qualifications. Please present information concerning your company's unique qualifications for performing the services required in RFP 20003.

D. Experience with Comparable Projects. Please provide a summary of your company's experience in providing the proposed Electronic Poll Books and the services required in this RFP 20003, in which your company was the prime vendor, within last three (3) years. Detail the locations, types of services performed, and examples or provide links to web-based products (limit the number of examples to between three and five projects). Prior experience projects should be fully implemented and live on the current version of the software/devices that your company is proposing to implement in County.

E. References. Please provide at a minimum three (3) client references (including names, titles and telephone numbers) for similar services, as required in this RFP 20003, that your company has provided in the last five (5) years. By providing such references you agree that neither the County, nor the clients referenced, shall have any liability regarding the provision of such references or the County's use of such references in making selections under this RFP 20003. Please see Section VII regarding the submission of confidential or proprietary information with respect to information provided about references.

F. Proposed Approach To Project. Please explain your company's overall approach toward the Scope of Work and the coordination of activities necessary to provide the products/services as required in this RFP 20003. Proposed approach shall include:

- i. Implementation Methodology. Provide a brief overview of your implementation methodology and the expected timeframe for this project.
- ii. Key Personnel. Provide a list of key personnel who have specialized experience and expertise relating to the services required in this RFP 20003. List only those that are likely to actually perform the work described in this RFP 20003. Provide curriculum vitae for each that details their education, experience, and special expertise. .
- iii. Is your company currently involved in arbitration and/or litigation for any reason? If so, provide a response to this question and explain.
- iv. Have you or your company ever filed for reorganization or bankruptcy during the past five years? If so, provide dates and resolution.
- v. Affirm that your company is willing to enter into an agreement with Ada County, with the understanding that the Agreement will include the terms and conditions contained in Exhibit B. Please include a copy of your standard Agreement terms and conditions related to licensing of proposed products/software.
- vi. Please include a proposed phased timeline for implementation and training, with defined milestones that correspond to, or approximate, the requirements in this RFP 20003 and your Proposal costs for the first year.

G. Response to Scope of Work. Please respond to each item in the Scope of Work, Exhibit A, in the order in which it is presented. If your company is unable to provide details on any specific item, please state the reason.

II. EVALUATION CRITERIA AND PROCESS

A. The Evaluation Committee (“Committee”) will review all written proposals. The review process may involve personal interviews/demonstrations with a representative of the Proposer and/or a request for additional business financial records. From that review process, the Committee will rank the proposals in an order representing the Committee’s evaluation of the Vendor’s ability to provide the services required in this RFP, using the established Evaluation Criteria listed below. A list of ranked proposals shall be submitted to the Board of Ada County Commissioners for approval and adoption.

B. The Board of Ada County Commissioners reserves the right to accept or reject any or all proposals.

C. Evaluation Criteria. The following criteria will be used to evaluate and rank all proposals. Evaluation scoring will be based on a 100 point system as described below.

1. Functional Abilities. Ability to fulfill the various desired functional requirements/specifications for the Electronic Poll Book, as described in the Scope of Work. Thirty (30) points possible.
2. Experience in providing the services required, particularly within the last three (3) years. Ten (10) points possible.
3. Product support/maintenance. Ten (10) points possible.
4. Ability to provide hardware and software that will meet the desired technical requirements, as described in the Scope of Work. Twenty (20) points possible.
5. References and the quality of service provided for similar services as required in RFP 20003. Ten (10) points possible.
6. Anticipated costs, during the first year. Twenty (20) points possible.

Evaluation Criteria		Rating Weight Score		
1	Ability to perform desired functional elements 30%		6	
2	Firm Qualifications/Experience 10%		2	
3	Product support/maintenance 10%		2	
4	Ability to provide hardware and software meeting desired technical elements 20%		4	
5	References 10%		2	
6	Project Cost - First year 20%		4	

(Rating x Weight) = Score (100 total points maximum)

Rating Points:

- 5.0 – Excellent
- 4.0 – Good
- 3.0 – Meets Minimum Expectations
- 2.0 – Unsatisfactory
- 1.0 – Poor

Fractional ratings can be used (e.g. 2.8 or 4.5)

Demonstration and Interview. (Worth 50 points.) It is anticipated that the top one (1) to three (3) ranked Proposers from the initial evaluation will be invited to demonstrate their proposed Electronic Poll Books to the Committee, allow for hands-on use of the equipment and answer questions. Unless otherwise provided, Proposers will be allowed three hours each for the demonstration, which will take place on December 9 and 10, 2019. Proposers will be scored on the functional and technical capabilities of the proposed Electronic Poll Books, as compared to the County’s requirements; the demonstrated end-user experiences, the Proposer’s ability to thoroughly answer Committee questions, and pricing, up to a maximum of 50 points. Any points awarded during the demonstration phase will be added to the Proposer’s existing cumulative points as per the other evaluation criteria described above, increasing the maximum total points to 150.

First Document in Proposal Packet

PROPOSAL RESPONSE COVER SHEET

RFP 20003

ADA COUNTY ELECTRONIC POLL BOOKS

Name of Proposer: _____

Address: _____

Contact Name: _____

Email: _____

Phone number(s): _____

TO: THE BOARD OF COMMISSIONERS OF ADA COUNTY

1. Scope of Work. The undersigned, having familiarized itself with the local conditions affecting the cost of the work, and with all criteria included within or referenced by RFP 20003 Ada County Electronic Poll Books, including the Instructions to Vendors, Proposal Response Cover Sheet, and any addenda and exhibits issued and attached thereto ("RFP 20003"), on file in the office of Ada County Procurement located at 200 W. Front Street, Boise, Idaho 83702, does hereby propose to perform everything required to be performed, and furnish all the labor, materials, equipment, coordination, testing, all necessary tools, expendable equipment, and all utility and transportation services necessary to provide/perform, in a professional manner, the products/services required by RFP 20003, in accordance with the following pricing:

Proposal Amount

Value of services proposed as set forth in **RFP 20003 Ada County Electronic Poll Books** including addenda. State your proposal price in both figures and written:

Purchase of Electronic Poll Books and all associated software and hardware, including licensing, maintenance and support for the first year, and installation and training for the first year.

\$ _____
(figures)

\$ _____
(written)

Yearly Licensing, and upgrades, maintenance and support for software for Year Two:

\$ _____
(figures)

\$ _____
(written)

Yearly Licensing, and upgrades, maintenance and support for software for Year Three:

\$ _____
(figures)

\$ _____
(written)

Yearly Licensing, and upgrades, maintenance and support for software for Year Four:

\$ _____
(figures)

\$ _____
(written)

Yearly Licensing, and upgrades, maintenance and support for software for Year Five:

\$ _____
(figures)

\$ _____
(written)

Addenda. Proposer hereby expressly acknowledges receipt of the following addendum (addenda) to the Agreement Documents:

- # 1 Dated _____
- # 2 Dated _____
- # 3 Dated _____

Right to Reject Proposals. In submitting this proposal, it is understood that the right is reserved by Ada County to reject any and all proposals, including any and all options. It is agreed that this proposal may not be withdrawn for a period of thirty (30) days from the opening thereof.

Compliance with Instructions to Proposers. Proposer has read and understands the Instructions to Proposers and agrees to comply therewith.

Certification and Signature. This response to RFP 20003 is submitted in accordance with all documents and provisions of RFP 20003. By my signature, I accept and agree to the terms, conditions and requirements contained in this solicitation, including but not limited to, the stated Agreement requirements and solicitation instructions. As the undersigned, I certify I am authorized to sign and submit this Proposal. I further acknowledge I am responsible for reviewing and acknowledging any addenda that have been issued in connection with RFP 20003.

The selected vendor may be requested to provide appropriate documentation that demonstrates the signatory to any agreement with County has authorization to bind the selected vendor.

Signature Date

Printed Name Title

Email Phone

EXHIBIT A

Scope of Work

The Electronic Poll Books should provide the following solutions and services:

- 1) System that can accommodate a network of 320 devices, two electronic poll books per precinct in all 150 precincts, early voting sites, plus back-up units.
- 2) Ability to electronically list, search, identify, and authenticate eligible voters.
- 3) Ability to verify precinct assignment for any voter in the county and redirect voters to correct polling place location, if necessary.
- 4) Ability to capture and store data on same day registration ballots cast on Election Day, including but not limited to a voter's name, address and date of birth, and with which ballot style.
- 5) System that is compatible and works seamlessly with Idaho's statewide voter registration system ("ISVRS").
- 6) Secure system that prevents unauthorized access to or the dissemination of sensitive or confidential voter information through a potential wireless connection.
 - a. Ability to track searches and edits to the system, including which authorized user performed the action.
 - b. Ability to track the location of all poll books and key components in an electronic poll book system and disable any component containing sensitive or confidential voter information if removed from its authorized location, accessed by an unauthorized person, or used for an unauthorized purpose.
- 7) System that is easy to set up and manage, and is user-friendly for poll workers, voters, and administrators. Should be intuitive for use by poll workers that may not be technology-savvy.
- 8) If touch screen e-signature is utilized, it should be easy to pull up on screen and easy to use by both voters and poll workers.
- 9) Ability to accept and/or capture voter's signature prior to allowing next step in the process.
- 10) Contains a help guide within the software program for poll workers to use at the polls.
- 11) Durable enough to be carried between locations and handled by multiple users.
- 12) Relatively compact, as poll workers will be handling other electronic equipment at the polls.
- 13) Proven Ballot On Demand (BOD) solution that can accommodate multiple ballot styles and tailored to the needs of Ada County Elections – such as Early Voting and potential for precinct-based ballot printing in future. This feature is meant as a redundancy in the polling place.

- 14) Set-up of Electronic Poll Books and associated software to accommodate the functional differences between Early Voting and Election Day voting in precincts.
- 15) Voter reconciliation reporting capacity.
- 16) A secure system that requires sign-in to prevent unauthorized access at the polls.
- 17) Electronic Poll Book Dashboard for all active precincts in order to track number of voters, ballot usage, interaction with polling staff, etc.
- 18) Ability to easily update voter history and significant quantities of electronic information just before Election Day.
- 19) Vendor support of software and hardware, and provision of ongoing technical support services during installation and during warranty period.
- 20) Vendor must provide training to County IT personnel and elections support personnel.
- 21) Following the warranty period, the vendor must provide upgrades on all software application products and hardware, as applicable, and ongoing technical support and maintenance.
- 22) Self-contained or ability to connect a magnetic strip, barcode reader with the ability to identify voter's information from scanned department of transportation cards (driver's license and non-license cards).
- 23) Compatibility with commercial off-the-shelf (COTS) printers or dedicated ballot on-demand printers.
- 24) Ability to provide poll workers with general information regarding voting and Election Day procedures so that they may appropriately address and resolve common problems and questions occurring in the polling place without outside assistance. (i.e., a "help desk" or FAQ solution available online or offline through electronic poll book).
- 25) Ability to provide list of voters to poll watchers and challengers.

EXHIBIT B
Sample Agreement

AGREEMENT NO. _____

**PURCHASE AND PERSONAL SERVICE AGREEMENT BETWEEN
ADA COUNTY AND _____ FOR ELECTRONIC POLL BOOKS**

THIS PURCHASE AND PERSONAL SERVICE BETWEEN ADA COUNTY AND _____ FOR ELECTRONIC POLL BOOKS (“Agreement”) is made and entered into on the _____ day of _____, 2019, by Ada County, a duly formed and existing county pursuant to the laws and Constitution of the State of Idaho, (“County”) and _____ (“Vendor”).

WHEREAS, Ada County sought proposals from qualified vendors for Electronic Poll Books through RFP 20003 Ada County Electronic Poll Books; and

WHEREAS, Vendor submitted a proposal that was deemed the best solution for Ada County and was awarded the Agreement on December 17, 2019.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree:

I.

DOCUMENTS INCORPORATED BY REFERENCE

The Agreement Documents include this Agreement and the attached Exhibits and Vendor’s Proposal, dated November 8, 2019 (“Proposal”), which is hereby incorporated herein by reference and made a part hereof. If there is a conflict between the Proposal and this Agreement, the fully executed Agreement and the attached Exhibits shall control over all other documents.

II.

REPRESENTATIONS AND WARRANTIES

By executing this Agreement, Vendor makes the following express representations and warranties to the County:

A. Vendor can provide the products and services in Vendor’s Proposal at the prices listed in the Proposal;

B. Vendor shall maintain all necessary licenses, permits, or other authorizations necessary to perform the Agreement;

C. Vendor assumes full responsibility to the County for the improper acts and/or omissions (excluding intentional acts) of its consultants or others employed or retained by the Vendor in connection with this Agreement, but not for acts and omissions expressly directed by the County;

D. Vendor understands and agrees that all data, documents, information, and reports remain the property of the County. Should this Agreement terminate, or at any time requested by County, the data, documents, information, and reports shall be returned to the County. Vendor agrees to return all of County data, documents, information, and reports to the County within thirty (30) days of termination or the date requesting return. In no event shall Vendor maintain copies of County data, documents, information;

E. Nondisclosure of Confidential Information. In connection with providing services to County and for good and valuable consideration, Vendor acknowledges and agrees that Vendor will have access to confidential and proprietary information in County's possession. Vendor agrees to keep in strict secrecy and confidence any and all, business, legal, financial, and proprietary information which Vendor assimilates or to which Vendor has access during the term of the Agreement. Vendor shall not, without the prior written consent of County, disclose any confidential or proprietary information to any third person, partnership, joint venture, company, corporation or other organization, other than employees or agents of Vendor who need to know the information and in those instances only to the extent justifiable by that need. Vendor shall promptly redeliver to County upon request and without relieving Vendor of any obligation of confidentiality all material containing or reflecting any information (including all copies, extracts or other reproductions).

With respect to any proprietary information, Vendor shall use the same care and discretion to limit disclosure of such proprietary information as it uses to protect the proprietary, confidential, or trade secret status of its own information, but in no event less than reasonable means, including, but not limited to:

1. restrict disclosure of proprietary information solely to its employees, agents, advisors, consultants, with a need to know and not disclose such proprietary information to any other parties; and
2. advise all Vendor employees, agents, advisors and consultants with access to the proprietary information of the obligation to protect proprietary information provided hereunder; and
3. use the proprietary information provided hereunder only for purposes directly related to this Agreement and for no other purpose.

This provision shall not apply to information (i) already in the public domain (other than by way of Vendor's disclosure); (ii) disclosure to Vendor by a third party on a non-confidential basis; (iii) required to be disclosed by law, provided Vendor gives Ada County prior notice of such disclosure.

This section shall survive the termination of the Vendor Agreement; and

F. Vendor will be professionally qualified to act in whatever capacity required for the Project and licensed to practice in that capacity by all public entities having jurisdiction over Vendor and the Project.

III. GUA RANTEE

Vendor guarantees County that it will provide all products, services, programs, or activities under this Agreement in accordance with all applicable federal, state, and local statutes, regulations, and requirements. Further, Vendor agrees to indemnify and defend the County for any loss, expense, or damage of any type experienced by the County as a result of the Vendor's violation of the guarantees given in this section.

IV. IND EMNITY

A. Vendor shall defend, indemnify, and hold the County, its officers, agents, and employees harmless for all claims, losses, actions, damages, judgments, costs, expenses, and/or injuries to persons or property arising out of or in connection with any activities, acts, or omissions of Vendor, its officers, agents or employees. In the event County is alleged to be liable on account of any activities, acts, or omissions of Vendor, its officers, agents or employees, then Vendor shall defend such allegations through counsel chosen by County and Vendor shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses.

Vendor shall indemnify and hold County harmless from any claim, loss, damage or liability for the infringement of any United States patent or copyright, misappropriation of a trade secret or the infringement of any proprietary right as a result of the sale, licensing or use of any product or part thereof furnished under this Agreement, including but not limited to software, firmware, service or system design. If any claim or infringement is made or threatened or Vendor believes such claim may be made, Vendor shall either (1) obtain the right for County to continue using such Product or portion thereof, (2) modify the Product to the non-infringing, or (3) replace Product with other Product that performs the same function at least as well as the Product.

B. The County shall defend, indemnify, and hold Vendor, its officers, agents, and employees harmless for injuries to persons or property resulting from the wrongful acts of the County, its officers, agents or employees in performing the duties described in this Agreement. Such indemnification and defense shall be limited to only those claims, and only to the extent that, the County itself could be liable under state and federal statutes, regulations, common law, and other law. The County's indemnification and defense of Vendor herein is further limited by all defenses, burdens of proof, immunities, and limitations on damages to which the County would be entitled if the claims were asserted against the County.

V.

PERSONNEL

Vendor shall assign only qualified personnel to perform work and services described in Agreement Documents. In addition, the Vendor's Project Manager must approved by the County.

VI.

PURCHASE OF PRODUCTS

A. Purchase Price. Vendor agrees to sell and deliver, and County agrees to buy, the Electronic Poll Books and all associated software and hardware, including licensing, maintenance and support for the first year, and installation and training for the first year, meeting and/or exceeding the Requirements as set forth in RFP 20003, for the all-inclusive price listed in the Proposal of \$_____. ("Purchase Price"). The Purchase Price includes payment of all applicable sales and use taxes, inspection fees, transportation and freight and delivery costs and permits, off-load costs, and any and all other costs incidental to and associated with the completion of this Purchase. If the Agreement is renewed as provided for in Section XI.B. and XI.C. of this Agreement, the yearly price for licensing, upgrades, maintenance, support and training after Year One shall be as described in the Proposal. *renewal by annual appropriation is possible if pricing for subsequent years can be established at time of contract signing*

At the County's sole option, the Vendor shall also make additional quantities of the Products available for purchase by County at the prices set forth in the Proposal.

B. Delivery. Vendor shall deliver Products directly to the Ada County Clerk's Election Office, located at 400 N. Benjamin Lane, Suite 100, Boise, Idaho 83704. Date of delivery shall be no later than 45 days after the Agreement is fully executed. Unless agreed otherwise between the parties, deliveries shall be made on regular business days between the hours of 8 am to 5 pm local time. Vendor shall comply with all applicable federal, state, and local laws applicable to the purchase, transit, and delivery of the Products, including but not limited to acquiring any permits (if necessary).

C. Vendor as Sole Obligor. Vendor shall assume full and sole responsibility for all tasks related to the purchase and delivery of the Products, regardless of whether Vendor is the actual manufacturer or provider of the delivery/freight services. Vendor shall be the sole point of contact for all Agreement matters. County shall bear no responsibility nor liability whatsoever, whether financial or otherwise, arising out of the purchase, packaging, handling, transit, delivery, freight, and/or off-load of the Products, except for those obligations directly owed to Vendor as specifically delineated in this Agreement. County shall have no responsibility nor liability to any third parties, including but not limited to manufacturers, delivery/freight providers, and/or off-load service providers.

D. Risk of Loss/Title. Risk of loss and responsibility and liability for loss or damage will remain with Vendor until final inspection and acceptance by County as described in Paragraph E, "Acceptance," below. Upon acceptance, full title to and responsibility for the Products will pass to County except as to latent defects, fraud, and any breach of Vendor's

Warranty obligations as described in Paragraph F, below. Any loss, injury, or destruction prior to acceptance shall not release Vendor from its obligations to provide acceptable Products pursuant to this Agreement.

E. Acceptance. Upon Vendor's delivery of the Products, County shall have fourteen (14) days to inspect the Products to ensure the delivered Products are acceptable. County's acceptance will be conditioned upon satisfaction of the following criteria:

1. verification that the Products meets all specifications and requirements as set forth in the Agreement Documents;
2. verification that the Products are in proper working condition and are suitable for County's purposes, as set forth in the Agreement Documents;
3. verification that all liens, taxes, fees, costs, and other financial obligations have been satisfied, or assurances made to County's satisfaction that said financial obligations will be satisfied;
4. verification that all paperwork and documents have been provided to County, including transfer of any manufacturer warranties and title to the Products in the name of County, as well as any invoices, packing slips, operating manuals, installation instructions, and other Product documentation; and
5. verification that Vendor has satisfied all of Vendor's Warranties.

Acceptance of the Product by County shall not be deemed to have occurred until the later of 1) County's notification, in writing, to Vendor that the Product is acceptable, or 2) the expiration of the fourteen (14) day inspection period. In the event County identifies any defect or non-conformity with the acceptance criteria, County shall notify Vendor prior to expiration of the fourteen (14) day inspection period, which shall have the effect of suspending the inspection and acceptance period. Upon receipt of such notice, Vendor shall have ten (10) days to respond to County indicating the steps Vendor anticipates taking to cure the defect or non-conformity. Vendor shall take all action necessary to cure the defect or non-conformity within thirty (30) days of County's notice. Vendor shall bear full responsibility and liability for all costs and steps taken to cure the defect or non-conformity, including, if necessary, replacement of the Products. Upon Vendor's cure of the defect or non-conformity, County shall have an additional fourteen (14) days within which to inspect and verify the Products are acceptable.

County is not obligated to make payment to Vendor for Products that fail to meet acceptance criteria. Further, failure to meet the acceptance criteria will not toll the time for and may result in the imposition of liquidated damages as set forth in this Agreement. If the failure to meet acceptance criteria is of a nature that can be remedied by County and does not render the Product non-operational for its intended use, Vendor and County may, at County's sole option, agree on a monetary sum that will remedy the failure, and said sum shall be deducted from the Purchase Price.

F. Warranties. Vendor warrants the Products offered shall be, and will be upon final delivery and off-load, in new and in first class condition, and that all containers (if applicable) shall be new and suitable for storage or shipment. Demonstration, previously rented, refurbished, or

reconditioned units will not be considered “new.” Vendor warrants that the Products shall conform to all specifications and requirements as described in the Agreement Documents and to any descriptions published and/or provided by the manufacturer at the time of the sale. Vendor warrants title to the Products shall transfer to County upon acceptance, including transfer of all applicable manufacturer warranties and guarantees. Vendor warrants delivery free and clear of any liens, taxes, fees, costs, assessments, and encumbrances. Vendor warrants that all items meet or exceed those requirements and guidelines established by the Occupational Safety and Health Act, Consumer Product Safety Council, Environmental Protection Agency, or other applicable regulatory agencies. Vendor warrants it will comply with all applicable laws regarding the purchase, packaging, freight, delivery, and off-load of the Products, including any permits which may be required. Vendor warrants that the Products shall be purchased and delivered free of latent defects and/or fraud to the best of Vendor’s knowledge.

Without limitation upon any other remedy, County shall have no financial obligation in regard to any Products purchased and/or delivered in breach of the above warranties. The above warranties of Vendor shall survive beyond the delivery and acceptance of the Products and/or termination of this Agreement.

VII.

PAYMENTS FOR SERVICES

For its assumption and performance of the duties, obligations, and responsibilities for the services set forth in the Agreement Documents, Vendor shall be paid as follows:

A. Vendor shall be paid for the purchase of electronic poll books and all associated software and hardware, including licensing, maintenance and support for the first year, and installation and training for the first year for services, as outlined in Vendor’s Proposal and stated as the Purchase Price.

B. As a condition precedent for any payment due under, Vendor shall submit an invoice after each service is performed, unless otherwise agreed in writing by the County, requesting payment for services properly rendered and expenses due hereunder. Vendor’ invoice shall describe with reasonable particularity each service rendered, the date thereof, and the person(s) rendering such service. Each invoice shall bear the signature of Vendor, which signature shall constitute Vendor’ representation to the County that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, and have been reasonably incurred in accordance with this Agreement, that all obligations of Vendor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to Vendor that payment or any portion thereof should be withheld.

C. In the event that the County becomes credibly informed that any representations of Vendor are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to Vendor, to the value of the inaccuracy, until the inaccuracy, and the cause thereof, is corrected to the County’s reasonable satisfaction; and

D. The County shall make payment Vendor of all sums properly invoiced within thirty (30) days of the County's receipt of such invoice.

**VIII.
INSURANCE**

Vendor shall have and maintain insurance at all times this Agreement is in effect and for the stated periods after final completion of the Project in accordance with the requirements of Exhibit A attached hereto and incorporated herein by reference.

**IX.
TERM, TERMINATION, AND RENEWAL**

A. This Agreement may be terminated by the County without cause upon thirty (30) days written notice to Vendor. In the event of such a termination without cause, the County shall pay Vendor for all services rendered prior to the termination, plus any expenses incurred and unpaid which would otherwise be payable hereunder. In such event, Vendor shall promptly submit to the County its invoice for final payment.

B. Unless terminated, the term of this Agreement shall be from the date of Agreement execution to and including September 30, 2020. The County may, solely at its option, and when and if it duly budgets and appropriates funds from revenues legally available to it for the ensuing fiscal year, renew this Agreement under the same terms and conditions for four (4) additional annual Renewal Terms. Each Renewal Term shall commence on October 1 of the fiscal year following adoption of the County budget and shall terminate on September 30 of the following calendar year.

**X.
MUTUAL OBLIGATIONS**

A. Nothing in this Agreement shall be construed to create an employment, agency, joint venture, or partnership relationship between the Parties. The relationship between County and Vendor is and shall remain that of independent Parties. No Party is authorized or permitted to act as an agent or employee of the other Party.

B. The Agreement Documents constitute the entire agreement between the Parties, and supersede all other agreements and understandings, written and oral, between the Parties with respect to the subject matter hereof.

C. This Agreement shall be governed by the laws (without regard to conflicts of laws) of the State of Idaho. In the event any legal proceeding is instituted between the Parties arising out of this Agreement, such legal proceeding shall be instituted in the courts of the County of Ada, State of Idaho, and each of the Parties agrees to submit to the jurisdiction of such courts.

D. If one or more of the provisions contained in this Agreement shall, for any reason, be determined by a court of competent jurisdiction to be invalid, illegal, unconscionable, or unenforceable, such provision(s) shall be severed from the Agreement and the remainder of the Agreement shall be given effect by the Parties as if such provision(s) never had been part of the Agreement.

E. Neither Party may assign its rights or obligations hereunder without the written consent of the other Party.

F. The Parties hereto may at any time hereafter modify or amend this Agreement by a subsequent written agreement executed by County and Vendor. This Agreement may not, however, be modified or amended orally or by any act of the Parties.

G. No covenant, term or condition, or the breach thereof, shall be deemed waived, except by written consent of the Party against whom the waiver is claimed. Any waiver of the breach of any covenant, term or condition of this Agreement shall not be deemed to be a waiver of any other covenant, term, or condition herein.

H. The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

I. It is the intention of the Parties that no individual or entity be construed or considered to be an intended or implied third-party beneficiary under this Agreement.

J. Each individual executing this Agreement on behalf of an entity represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said entity in accordance with duly adopted organizational documents or agreements and, if appropriate, a resolution of the entity, and that this Agreement is binding upon said entity in accordance with its terms.

K. In the event a controversy, claim, or action arises between the Parties to this Agreement regarding the enforcement of its terms and conditions, or the breach of any of its provisions, the prevailing Party shall be entitled to recover from the other Party all costs and expenses incurred by the prevailing Party, including reasonable attorney's fees, regardless of whether such controversy, claim, or action is prosecuted to judgment or appealed.

L. Any notice under this Agreement shall be in writing and be delivered in person, by public or private courier services (including U.S. Postal Service Express Mail), or by certified mail with return receipt requested. All notices shall be addressed to the Parties at the following addresses or at such other addresses as the Parties may from time to time direct in writing:

County: Elections Director
400 N. Benjamin Lane
Boise, Idaho 83704

Vendor: _____

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery; or (b) the date of mailing by certified mail. Actual notice, however and from whomever received, shall always be effective.

IN WITNESS WHEREOF, the parties hereto have made, executed and delivered this Agreement as stated herein.

Board of Ada County Commissioners

By: _____
Kendra Kenyon, Commissioner

By: _____
Diana Lachiondo, Commissioner

By: _____
Rick Visser, Commissioner

ATTEST:

Phil McGrane, Ada County Clerk

Vendor

By: _____
Name and Title

EXHIBIT “A” to Sample Agreement
INSURANCE REQUIREMENTS

A. The Vendor, at its sole expense, shall procure and maintain in full force and effect insurance written by an insurance company or companies with AM Best’s rating(s) of A VIII or better. All insurance companies must be authorized to do business in the state of Idaho. By requiring insurance herein, County does not represent that coverage and limits are necessarily adequate to protect the Vendor, and such coverage and limits shall not be deemed as a limitation on the Vendor’s liability under the indemnities granted to County in this Agreement.

B. Certificates of Insurance evidencing the coverages required herein shall be provided to County prior to the start date of the project. All certificates must be signed by an authorized representative of the Vendor’s Insurance carrier. Renewal certificates or binders must be provided to Ada County a minimum of five (5) days prior to the effective date of the renewal. If binders are used, they must be replaced by appropriate insurance certificates no more than thirty (30) days after the effective date.

C. Certificates shall be mailed to:
Ada County Risk Management
200 W. Front Street, Room 2210
Boise, Idaho 83702-7300

D. Certificates must evidence the following minimum coverages:

1. WORKERS’ COMPENSATION insurance meeting the statutory requirements of the State of Idaho.

2. EMPLOYERS’ LIABILITY insurance providing limits of liability in the following amounts:

Bodily Injury by Accident:	\$100,000 each accident
Bodily Injury by Disease:	\$500,000 policy limit
Bodily Injury by Disease:	\$100,000 each employee

3. COMMERCIAL GENERAL LIABILITY insurance providing limits of liability in the following amounts:

General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate:	\$2,000,000
Personal & Advertising Injury Liability:	\$1,000,000
Per Occurrence:	\$1,000,000
Fire Legal Liability:	\$ 50,000

The Commercial General Liability (“CGL”) insurance policy shall be written on an “Occurrence” form and shall cover liability arising from premises, operations, independent Vendors, products, completed operations, personal injury, advertising injury, and liability assumed under an insured Agreement (including tort liability of another assumed in a Agreement). Ada County and its elected officials, agents, employees, successors and assigns shall be included as Additional Insureds under the CGL using ISO endorsement CG 20 10. The Additional Insured endorsement CG 20 10, or its equivalent, must be provided with the certificate of insurance.

4 GENERAL UNINTENDED AND RELEASED DISCLOSURE LIABILITY insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Such insurance shall cover damages caused by Vendor’s unintentional release of confidential information and shall include coverage for internal or external intrusion into the information technology system. It is acceptable for the insurance in this subparagraph to be combined with the insurance in subparagraph #3 above so long as the policy contains an affirmative statement that both requirements have been met. However, if the coverage is obtained under separate policies and if the insurance required by this section is obtained through a “Claims Made” policy, this coverage or its replacement shall have a retroactive date of not later than the inception of this Agreement. Such insurance or its replacement shall also provide a minimum of five (5) years extended reporting coverage, or the maximum time under the State of Idaho statute of limitations for claims under this coverage, whichever is greater, after the Services are last provided under this Agreement.

**EXHIBIT “B” to Sample Agreement
Vendor’s Licensing Terms and Conditions**

EXHIBIT C

Proposal Submission Instructions

PLEASE READ CAREFULLY:

Sealed Proposals are to be submitted online to Ada County Procurement at <https://adacounty.bonfirehub.com> no later than **4:00 p.m. local time, on November 8, 2019**. All Proposals will be electronically date and time stamped as they are submitted. **Proposals cannot be accepted if submitted by hard copy, mail, facsimile, or e-mail.**

Important Notes:

- **Logging in and/or uploading your file(s) does not mean your Proposal is submitted.** Proposers must successfully upload all the file(s) and **MUST** click the submit button before the closing time.
- You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission. This will confirm that you have successfully submitted your Proposal.
- Each submitted item of requested information will only be visible to Ada County upon its opening of Proposals on November 12, 2109 at 10:00 am, local time.
- If the file is mandatory, you will not be able to complete your Proposal submission until the requirement is met.
- **Uploading large documents may take significant time**, depending on the size of the file(s) and your Internet connection speed. **Please plan accordingly!**
- Please note the type and number of files allowed. The maximum upload file size is 1000 MB. Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated
- Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Java Script must be enabled.

Need Help? Please contact Bonfire directly at Support@GoBonfire.com or 1.800.654.8010 x 2 for technical questions or issues related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>

CHECK-OFF LIST FOR PROPOSAL SUBMITTAL

RFP 20003

ADA COUNTY ELECTRONIC POLL BOOKS



Verify that the following has been done before submitting your Proposal:

- Completed Proposal Response Cover Sheet
- Completed Proposal cost in figures and written
- Acknowledgment of all Addenda
- State of Idaho Business License included (where applicable)
- Proposal Content requirements as per the Instructions to Proposers (e.g. letter of introduction, company history, etc.).

Non-compliance with the submittal requirements as detailed in the Instructions to Proposers may deem your Proposal non-responsive.

The right is reserved by the Board of Ada County Commissioners to accept or reject any or all proposals.