



JEFFERSON COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
729 MAPLE ST / PO BOX 100
HILLSBORO MO 63050
WWW.JEFFCOMO.ORG

BID #: 21-0048

Request for Proposal: ELECTRONIC POLL BOOKS 2021

Date Issued: 6-3-2021

PROPOSALS SHALL BE ACCEPTED UNTIL: TUESDAY, JULY 13, 2021, AT 2:00 P.M. LOCAL TIME.

**Specification
Contact:**

JEANNIE GOFF

Department of County Clerk/Election Authority
636-797-5483
jgoff@jeffcomo.org

**Contract
Contact:**

JACKIE DOYLE

Department of Administrative Services
636-797-5380

**Mail (3) Three
Complete Copies
With Vendor And
Proposal
Information As
Shown In Sample:**

SAMPLE ENVELOPE

VENDOR NAME

VENDOR ADDRESS

CONTACT NUMBER

DEPARTMENT OF THE COUNTY CLERK

JEFFERSON COUNTY MISSOURI

729 MAPLE ST /PO BOX 100

HILLSBORO MO 63050-0100

SEALED PROPOSAL: (PROPOSAL NAME)

**Contract Term:
ONE YEAR CONTRACT
UPON APPROVAL OF THE
COUNTY COUNCIL AND
COUNTY EXECUTIVE**

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. This Proposal, if accepted, will constitute an Agreement and Contract with Jefferson County, Missouri, upon approval of the County Council and County Executive. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for one additional one-year term with the written consent of the successful bidder. Price increases for renewals are not authorized unless approved in writing by the County.

**Vendor
Information:**

Company Name	Authorized Agent (Print)	
Address	Signature	
City/State/Zip Code	Title	
Telephone #	Date	Tax ID #
E-mail	Fax #	

TABLE OF CONTENTS:

Legal Notice and Request for Proposal	Page 1
Table of Contents	Page 2
Proposal Requirements	Page 3
Proposal Form and Contract	Page 5
Affidavit	Page 9
Certification for Debarment, Suspension, or Exclusion	Page 11
Specifications	Page 12

REQUIRED DOCUMENTS

- 1. Current and valid Certificate of Insurance or binder showing required insurance coverage must be provided with each bid.
(County must be added as additional insured if awarded)**
- 2a. Proof that Bidder does not owe delinquent real or personal property in Jefferson County (tax receipts for past 3 years)
Obtain receipts at <http://jeffersonmo.devnetwedge.com>**
- Or**
- 2b. A notarized affidavit, on company letterhead stating that the applicant does not own any real or personal property in Jefferson County, Missouri.**
- 3. A Notarized affidavit of work authorization and current business entity status with E-verification documentation (pages 9 & 10).**
- 4. Agreement to be executed by the County upon approval by the County Council and County Executive (Bidder is required to complete company information and execute signature).**
- 5. Cooperative Bid Form (last page)**
- 6. All pages of the Invitation for Bid/Request for Proposal must be used when submitting your bid/proposal response along with initialing each page with the bid/proposal. Additional information may be included separately.**
- 7. Bid deposits/bonds must be in the exact amount as stipulated in the bid. (if required)**

***BIDS MAY BE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED AT DISCRETION OF THE COUNTY**

PROPOSAL REQUIREMENTS

Bidder shall initial all pages and return where the Bid Document denotes

“BIDDER”S INITIALS: _____

A. DEFINITIONS:

1. The term "County" means the Jefferson County, Missouri and its designated representatives.
2. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.
3. The term “RFP” means Request for Proposal.
4. The term “Agreement/Contract means Binding Agreement, Contract, Request for Purchase, Order.

B. PROPOSAL SUBMISSION:

Submit bid form in original (one original) and two (two copies) with all specification pages, if applicable. No facsimile or electronic proposals shall be accepted and shall be rejected. A fully executed Affidavit is required by Section 285.530 RSMo., and shall be submitted with the proposal form. A copy of the Affidavit is attached hereto. Failure to execute the Affidavit shall result in the proposal being rejected. Vendor shall comply with the requirements of Sections 285.525 to 285.555 of the Revised Statutes of the State of Missouri. If any part of the work is subcontracted, each subcontractor shall comply with the same requirements of this specification. No contractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. Vendor and any of its subcontractors, shall, by sworn affidavit and provision of documentation, affirm their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Vendor and its subcontractors shall also sign an affidavit affirming that they do not knowingly employ any person who is an unauthorized alien.

Prevailing Wage Vendor and its subcontractors shall pay not less than the prevailing hourly rates of wages, as determined by the Labor and Industrial Relations Commission of Missouri. Vendor shall abide by the most current Annual Wage Order published by the Missouri Department of Labor and Industrial Relations or other similar resources and publications. Failure to comply with any provision, provide any required documentation, insurance forms or deposits or bonds in exact amounts or any other term or condition that is not in strict conformance shall result in the bid being rejected.

C. BASIS OF PROPOSAL AWARD:

Award may be made on an item-by-item basis to the lowest and best proposals or award may be made to the lowest and best proposal total, whichever is in the best interest of the County. County may reject any or all proposals for any reason and may waive any informality. Proposals submitted from a Missouri State Contract shall include a copy of the State Contract with the proposal.

It is further agreed that the Contract shall not be valid and binding upon the County until approved by the County Counselor, as to legal form and is subject to the Ordinances, Resolutions and Orders of Jefferson County, Missouri, and State and Federal Law. If no proposal or proposals have been awarded by the County Council within forty-five (45) days following the opening of the proposal then all proposals will be deemed rejected.

D. PROPOSAL PREPARATION:

1. Vendors are responsible for examination of drawings, specifications, schedules and instructions.
2. Each Vendor shall furnish the information required by the invitation. The vendor shall sign all required documents. All deletions and erasures shall be initialed
3. Alternate proposals for supplies or services other than specified shall not be considered unless authorized by invitation.
4. Vendor shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the Request for Proposal.
5. When specified, samples must be timely submitted and at no expense to the County.
6. Failure to adhere to all requirements may result in the response being disqualified as non-responsive.

E. MODIFICATION OR WITHDRAWAL OF PROPOSALS:

Proposals may be modified or withdrawn prior to the exact hour and date specified for receipt of proposals, provided the modification or withdrawal is in writing and is delivered in the same manner as a proposal submission.

F. LATE PROPOSALS:

It is the responsibility of the vendor to deliver his proposal or proposal modification on or before the date and time of the proposal closing to the Department of the County Clerk of Jefferson County. Proposals received late will be rejected and returned unopened to the vendor.

G. BID DEPOSITS/BONDS:

Bid Deposits/Bonds are not required unless specified in the specifications. Bid deposits/Bonds must be in the exact amount as stipulated in the bid.

H. MATERIAL AVAILABILITY:

Vendors must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of proposal and delivery time. It is the responsibility of the vendor to notify the County immediately if the materials specified are discontinued, replaced, or not available for an extended period of time. All materials ordered by the County, shall be as needed. A sample of materials may be requested.

I. ALTERNATE PROPOSALS:

Where required, vendors must submit complete specifications on all alternate proposals with the proposal form. Alternate proposals without complete specifications may be rejected. Alternate proposals and exceptions to proposal clauses must be clearly noted on the proposal form. The County may accept or reject alternate proposals; whatever is most advantageous to the County.

J. INCORPORATION OF DOCUMENTS:

The terms of the proposal invitation, proposal specifications, proposal form are and shall be incorporated into the contract as if fully setout therein. The Proposal, if accepted and approved by the County Council and County Executive shall constitute the terms of a Contract or Agreement with Jefferson County, Missouri, subject to any further Amendments, Memoranda or other documents or specifications which must be set forth in writing and signed by all parties.

K. ADDENDA:

Addenda to proposal specifications are incorporated by reference as if fully setout herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and completed all attached addenda's prior to submission of proposal forms. Verification is made by contacting the Department of Administrative Services or by reviewing the County Web Site. (www.jeffcomo.org).

L. INSURANCE:

The Vendor/Contractor shall purchase and maintain insurance with an insurance company licensed to do business in the State of Missouri or in the state where the vendor is incorporated or otherwise licensed to do business and which shall remain, at all times during the term of any contract with the County, in full force and effect. Preference will be given to a Vendor/Contractor who provides insurance with an insurance company licensed to do business in the State of Missouri, but in any event said Vendor/Contractor shall provide said insurance at it's own expense. Such insurance shall be provided as will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor's execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contract is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its' forces as enumerated above. All policies must name the County as an additional insured and provide for thirty (30) days written prior to any material changes or cancellation. Any disputes regarding a breach, insurance amounts, liability, coverage, lapse or otherwise shall be litigated in the Circuit Court of Jefferson County, Missouri and the same shall be incorporated into any Contract agreed to by the parties.

THE COUNTY REQUIRES A CURRENT AND VALID CERTIFICATE OF INSURANCE OR BINDER SHOWING REQUIRED INSURANCE COVERAGE MUST BE PROVIDED WITH EACH BID. JEFFERSON COUNTY MUST BE ADDED AS AN ADDITIONAL INSURED AFTER AWARD OF THE BID. ANY LAPSE IN INSURANCE COVERAGE OR CANCELLATION THEREOF BY THE CONTRACTOR OR SUB-CONTRACTORS DURING THE TERMS OF THE CONTRACT SHALL IMMEDIATELY BE DEEMED A MATERIAL BREACH UNDER THE TERMS OF ANY CONTRACT.

A. (X)Required () Not Required Comprehensive General Liability Insurance

The Vendor/Contractor shall maintain and keep in full force and effect during the terms of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

B. (X)Required () Not Required Professional Liability Insurance

The Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against any and all claims, which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00. Should any work be subcontracted, these limits will also apply.

**C. (X)Required () Not Required Worker's Compensation Insurance:
per Missouri Revised Statutes Chapter 287**

The Vendor/Contractor or his sub-contractor or contractors, shall maintain and keep in force of this Contract such worker's compensation insurance limits as required by the statutes of the State of Missouri and Employer's Liability with limits no less than \$500,000.00.

M. PROPOSAL OPENINGS:

Proposals will be publicly opened and read aloud at the time indicated on page 1. The vendors and the public are invited but not required to attend the formal opening of the proposals. No decisions relating to the award of a contract or agreement will be made at the opening.

N. PROPOSAL TABULATIONS:

Proposal Tabulations will be available 5 to 7 business days following the proposal opening. Proposal submissions are open for public review at the time of the proposal opening. Proposal tabulations are posted on the County's web-site under the services tab, Invitation for Bid/Request for Proposal link. **NO COPIES** of proposal tabulations are sent to vendors.

PROPOSAL FORM AND CONTRACT

A. PROPOSAL REPRESENTATIONS:

The vendor, by executing the proposal form certifies that:

1. The proposal complies with Request for Proposal, Form and Proposal Specifications.
2. The vendor is not debarred or suspended from participation in Federal Assistance programs.

B. TAXES:

No bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property taxes to Jefferson County. The prospective bidder may be required to provide proof in the form of an original paid tax receipt issued by the Jefferson County Collector or a verified affidavit stating that the applicant does not own any real or personal property in Jefferson County. Tax receipts for the past 3 years are required and may be obtained at <http://jeffersonmo.devnetwedge.com/> or a notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.

Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.

C. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

1. The prices in the proposal shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Vendor or other person.
2. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the Vendor prior to opening; or
3. No attempt has been made or will be made by the vendor to induce any other person or firm to submit or not to submit a proposal.

D. PRICE:

The price(s) specified in this proposal shall be firm and not subject to contingency or reservation. The vendor represents prices specified in the proposal do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the vendor's most favored customer. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly. **Proposal prices are ALL INCLUSIVE: (Shipping, Handling, Delivery, and Assembly to locations specified by the County). Prices shall be firm for ALL County departments and locations for term of the agreement.**

E. MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:

Vendor represents that the goods provided comply with Sections 34.350 to 34.359, RSMo., known as the Domestic Product Procurement Act. The act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and Jefferson County, Missouri. Vendor shall include proof of compliance with the Act with the proposal.

F. NON-EXCLUSIVE AGREEMENT:

The contractor shall understand and agree that the contract shall not be construed as an exclusive agreement and further agrees that the County may secure identical and/or similar services or products from other sources at anytime in conjunction with or in replacement of the contractor's services.

H. INSPECTION, ACCEPTANCE AND APPROVALS:

Goods shall at all times and places, including the period of manufacture, are subject to inspection and test by County. County will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive any warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior inspections or approvals. County may require prompt replacement or correction of rejected goods at Supplier's expense, including a reduction in price for rejected goods. Supplier shall not resubmit rejected goods to County without prior written approval and instructions from County. In addition, Supplier shall identify resubmitted goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to County.

I. WARRANTY:

Unless otherwise agreed to in writing by the parties, Supplier warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by County, or, if not ordered to specifications will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to County and its assigns. Except for latent defects, the County shall give notice of any nonconformity to the Supplier within one (1) year after acceptance. County may return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at Supplier's expense. Return to Supplier of any defective or non-conforming goods and delivery to County of any corrected or replaced goods shall be at Supplier's expense. Defective or non-conforming items shall not be corrected or replaced without written authorization by County. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance and Approvals" in the same manner and to the same extent as goods originally delivered under this contract.

J. PAYMENT:

County will pay Supplier for goods upon delivery to, submission of certified invoices and acceptance. The County will not be responsible for articles or services furnished without a purchase order. Price is tax-exempt.

K. CHANGE ORDER:

County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule or both, and any change order shall be in writing. Any claim by a Supplier for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the change, provided, however, County, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.

L. DELIVERIES:

Deliveries shall be made in strict accordance with any delivery schedule contained in the proposal specification or contract and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the "termination" clause. Deliveries are to be made at locations specified by the County at time of Order.

M. RESPONSIBILITY FOR SUPPLIES:

Pursuant to Section 290.560 RSMo., Supplier/Contractor shall employ only Missouri laborers and laborers from nonrestrictive states except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the County. Except as otherwise provided, Supplier shall be responsible and bear all risks for loss and damage to goods until delivery at County's facilities, regardless of F.O.B. point, point of inspection or acceptance; and if the goods are rejected.

N. SUBCONTRACTS:

Supplier shall not enter into any subcontract(s) in excess of \$25,000 or 20% of this contract price; whichever is less, for any goods without County's prior written approval.

O. CHOICE OF LAW:

This proposal and contract shall be governed and interpreted according to the laws of the State of Missouri. Venue for any court action shall be in Jefferson County, Missouri.

P. TERMINATION:

1. General: Performance of work may be terminated by the County in whole, or from time to time in part, whenever County shall determine that such termination is in the best interests of County. Termination shall be affected by delivery to Supplier of a Notice of Termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. If such notice does not state termination is pursuant to subparagraph 2, 3, or 4 of this paragraph, County shall have the right to so indicate within thirty (30) days. If no notice is delivered within the thirty (30) day period, or such longer periods as is mutually agreed to by the parties, the original Notice of Termination shall be deemed to be issued pursuant to subparagraph 1 of this paragraph.
2. Bankruptcy or Insolvency: In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, County shall be entitled to terminate without further cost or liability.
3. **Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.**
4. Default: County may terminate the whole Contract or any part in either of the following circumstances:
 - a. If supplier fails to deliver the items required by the contract within the time specified; or
 - b. If supplier fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after notice from County specifying such failure. In the event of termination under subparagraph 1, County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of County provided in subparagraph 1 shall be in addition to any other rights provided by law or the contract.
 - c. In the event of the Supplier's non-compliance with the provisions as set forth. This Contract may be cancelled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

Q. NOTICE AND SERVICE THEREOF:

Any notice from the County shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the Supplier, at the address stated on the proposal form.

R. CONTRACT TERM:

Performance shall be governed solely by the terms and conditions as set forth in the Request for Proposal, Proposal Specifications, Proposal Form and the Contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the County for any goods furnished.

S. COMPLIANCE WITH APPLICABLE LAWS:

Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other Governmental authority or agency in the manufacture or sale of the goods, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended.

T. ACTS OF GOD:

No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

U. SELLER'S INVOICES:

Invoices shall contain the following information. Contract number (if any), Purchase Order Number, Item number, contract description of goods or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the County Accounts Payable Clerk.

V. APPROVAL:

It is agreed the acceptance of a proposal shall not be valid and binding upon the County until approved by the County Purchasing Agent, County Council and County Counselor.

W. INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:

Indicate: ☐ Individual: ☐ Partnership: ☐ Corporation.

Incorporated in the State of _____.

X. LITIGATION:

This agreement shall be interpreted under the laws of the State of Missouri. Any disagreements, questions, controversies, litigation or other causes of action whatsoever arising from or under the terms of this agreement shall be resolved in the trial courts of 23rd Judicial Circuit Court of the State of Missouri-Hillsboro, Missouri.

Y. LANGUAGE: Bids and all related documents will only be accepted in the English Language.

THE INVITATION FOR BID / REQUEST FOR PROPOSAL NOTICES ARE POSTED ON THE JEFFERSON COUNTY, MISSOURI WEBSITE AT WWW.JEFFCOMO.ORG LOCATED UNDER THE SERVICES TAB, INVITATION FOR BID / REQUEST FOR PROPOSAL LINK.

SPECIFICATION
CONTACT

JEANNIE GOFF – DEPARTMENT OF COUNTY CLERK
ELECTION AUTHORITY
(636) 797-5483

AFFIDAVIT OF WORK AUTHORIZATION

The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo., definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as
_____ (Position/Title) first being duly sworn on my oath, affirm
_____ (Business Entity Name) is enrolled and will continue to participate in the
E-Verify federal work authorization program with respect to employees hired after enrollment in the program
who are proposed to work in connection with the services related to _____
(Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor,
if awarded in accordance with subsection 2 of section 285.530, RSMo., I also affirm that
_____ (Business Entity Name) does not and will not knowingly employ a person
who is an unauthorized alien in connection with the contracted services related to
_____ (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of
the grant, subgrant, contract, or subcontract, if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature

Printed Name

Title

Date

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)

_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary

Date

AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo., pertaining to section 285.530, RSMo., as stated above.

Authorized Business Entity
Representative's Name
(Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

- ☐ Enroll and participate in the E-Verify federal work authorization program
(Website: <http://www.dhs.gov/e-verify>;
Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- ☐ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's, or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).

Certification Regarding Debarment, Suspension, Ineligibility, And Voluntary Exclusion

Contractor Covered Transactions

- (1) The prospective contractor of the Recipient, _____, certifies, by submission of this document, that neither it nor its representatives is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Recipient's contractor is unable to certify to the above statement, the prospective contractor shall attach and explanation to this form.

CONTRACTOR: _____

By: _____
Signature Recipient's Name

Name and Title Division Contract Number

Street Address

City, State, Zip

Date

DUNS number

Cage Code

Electronic Poll Books 2021 Specifications

Introduction

The Jefferson County Clerk/Election Authority (EA) is requesting proposals on hardware, software, and support for Electronic Poll Books (EPB) to replace the existing poll books that will no longer receive Apple support.

Purpose/Scope

The Jefferson County Clerk/Election Authority (EA) is soliciting proposals for approximately 250 units for use at 53 polling place sites to continue the accuracy in the voting process and poll workers conduct of election duties.

In compliance with the Help American Vote Act, Missouri has implemented the Missouri Centralized Voter Registration database (MCVR) that Jefferson County interacts by means of workstations within the county. The MCVR database is the source for voter and election structure information necessary to build the database for electronic poll books (EPB).

Definition of Terms/Acronym Key

- **Electronic Poll Book (EPB):** An electronic touch screen device used in the Polling Place to check in voters, determine their eligibility for voting, and designate appropriate ballot style.
- **Election Authority (EA):** Jefferson County Clerk/Election Authority is the department responsible for voter registration and the conduct of elections within Jefferson County, Missouri.
- **Missouri Centralized Voter Registration Database (MCVR):** Statewide database for all Missouri registered voters.
- **Voter Database:** List of voters derived from MCVR.
- **Street File:** Listing of streets within Jefferson County catalogued by voting townships/precincts.
- **Voter Credit/History:** Acknowledgement in MCVR voter database that voter has voted in an election
- **Provisional Voter:** A voter whose eligibility to vote cannot be immediately determined at a polling place on Election Day.
- **Poll Worker:** Term for a person working at the polls on Election Day.

Project Overview

The Jefferson County Clerk/Election Authority is seeking an electronic poll book (EPB) that will represent all voters in Jefferson County at their respective polling places and to reduce the process time of voters by poll workers.

The EPB will be assigned to a polling place and the entire voter list will be imported into the device. Voters for that polling place should be accessible without prompts. Voters for other polling places should be accessible but password protected. Registered Voters not eligible for a particular election should be accessible but administrative password protected.

This system should be able to search for a voter by name and date of birth. This system should also be able to use to direct voters to poll locations by searching by street address.

Information to include on EPB:

1. Voter ID #
2. Voter Status
3. Voter Full Name
4. Voter Date of Birth
5. Voter Residential Address
6. Voter Mailing Address

This system should capture the signature of the voter and the initials of poll workers indicating the voter is voting. Once the poll workers finish processing the voter in the EPB, a ticket will be printed indicating their full name, registration number, sequence number, date of election, and ballot style.

System shall use a computing solution, such as “Cloud” so that data can be sent out from the Jefferson County Clerk/Election Authority’s Office and automatically update all devices in the field. All devices will contain the main voter file along with any supplemental updates.

The EPB will allow the voter information to be uploaded into a central file via a delimited extract by poll locations so that the voter data can be uploaded into the MCVR system to apply voting credit to each voter’s record.

Electronic Poll Book desires:

The desired Electronic Poll Book could:

1. Consist of a system that is small, lightweight and of compact portable design for ease of transportation.
2. Allow the Jefferson County Clerk’s Office/Election Authority personnel to create and upload an extract of the voter registration database and street file from MCVR. EPB will be loaded with voter information extract specific to the poll location, as well as voter information to be used to direct voters who are at the wrong location.
3. Recognize the polling place where the EPB is being used.
4. Allow for poll workers to “sign in” on election morning, for tracking the oath of office and payroll.
5. Provide instructions to poll workers on how to handle voters.
6. Permit poll workers to search a voter by name and date of birth.
7. Display that a voter has voted in person, by absentee ballot, or by Provisional ballot.
8. Possess the ability for select poll workers to mark voters who voted and to correct errors.
9. Be able to read a 2D bar code from a Missouri driver’s license, state ID card, or voter registration card with a barcode and select a voter from the database without requiring external hardware.

10. Be able to generate an extract for use by the Jefferson County Clerk/Election Authority in updating voting history that is compatible with the requirements of MCVR.
11. Provide a printer that prints tickets with voter information such as name, registration number, sequence number, date of election, and ballot style.
12. Provide required information to verify the voter's identity and address.
13. Ability to install and search street files that will provide the polling place data for a particular address, including ballot style for each address.
14. Be able to process voter name changes, address changes, etc.
15. Be able to process Provisional Voters.
16. Guarantee that devices and communications methods employed must be secure against intrusion.
17. Help prevent or correct errors made.
18. Be capable of operation during power outages.
19. Have a backup mechanism to capture data lost if the unit becomes damaged or inoperable.
20. Capture and display absentee/early voters' information with ballot status (sent or received).
21. Secured ability to change the status of voter.
22. Capture the signature of the voter and initials of poll workers.
23. Be able to capture the date and time of each processed voter and other pertinent information.
24. Be user friendly.

Questions/issues to be addressed in bid response

1. Please provide information on the expectation of how long it takes to process a voter.
2. Can this system install and search a street file by name, address, and zip code?
3. Can the system operate partially or fully during a power outage? If so, for how long?
4. Can the EPB generate interim reports without suspending registration operations?
5. Can data be recovered quickly from an EPB that has fully failed during operations? Describe all mechanisms that accomplish this.
6. If the voter is considered having voted but we know that they have not, can we override the system to allow a vote to take place? How is this accomplished? How is this limited to authorized personnel?
7. Is this system capable of supporting Vote Centers by allowing for voter lists from multiple precincts?
8. In a situation where multiple EPB's are in a single voting location, are the individual units synchronizing and if so, how is this accomplished?
9. Can EPB's in multiple locations be submitting information to a central source?
10. Does the system maintain information on advance ballots requested and returned ballots?
11. What information is downloaded to the EPB to support an election?
12. What search functions are provided to find a voter, appropriate voting location, or ballot, within a location with multiple ballots?
13. Does the EPB support electronic signature capture?
14. Does the EPB provide images of voter signatures stored in the centralized voter registration system?
15. Provide estimates on how long it would take to load an EPB with data.
16. Does the system read bar code on a voter registration card that contains the Voter ID number?
17. Does the system read bar code on a Missouri driver's license or state ID card for check-in?
18. Does the system provide any tools for precinct management?
19. Following Election Day, can voter history be quickly and accurately uploaded into MCVR? How?
20. Will the system have polling place information for voters who appear at the wrong location?
21. Does the system time stamp significant activities such as time of voter check-in?

22. Provide information on all reports available from the system while the election is being conducted and after it has closed. Are voter check-in reports available? By site, hour?
23. Are procedural or process controls included that aid the poll worker for each situation they may encounter?
24. Does the EPB require a database and if so, does it come bundled with the system?
25. Can the poll worker view the last record processed on the screen? Explain the process for cancelling a transaction.
26. How is data related to voter check-in archived? What is the procedure to access the archived data years later? How is data taken from the EPB to a computer from which voting history can be uploaded to MCVR? How is it uploaded?

Proposed Solutions

Vendors must provide a statement that their proposed system interfaces with MCVR, and it does have capability to import/export voter data using the precinct roster extract and supplemental precinct roster extract via USB, or delimited .txt files used in extracts specifically written for Jefferson County, Missouri Elections.

Vendors must be ready to provide to the County a demonstration of the MCVR interface and import/export.

Experience

Proposers must demonstrate that they have deployed at least three (3) systems of similar complexity, for a large county, city, or metropolitan area defined as having at least:

- Population of 225,000
- 400 poll workers
- 10 system users

Confirm the ability to meet this requirement and name the county, city, or metropolitan area that is declared to meet this requirement.

Name/Location	Registered Voters	Number of Polls	Number of Poll Workers

Licensing

Describe how licensing is structured. Include costs for addition additional users, if any, after the initial purchase.

Documentation & Manuals

Describe what documentation is available on the system proposed and any related costs.

Training Requirements

The Vendor shall train the Jefferson County Clerk/Election Authority personnel on all phases of the system to the point that they shall be able to operate the system independently with minimum support from the vendor. Training on the use of accepted system must be conducted in person, after the initial purchase, and prior to the first use of the system. This training must be included in the bid prices. Training must include, but not limited to, the following:

- Basic overview of the system
- System set-up including loading the data for an election
- Maintenance of the system
- Security and tampering detection
- Process to upload voter history and required information to MCVR
- Troubleshooting and error resolution
- Provide a manual for use and maintenance of equipment
- Proper storage of equipment when not in use
- Ongoing training for new features
- Production of reports: printing, designing, and formatting

Security

- The system must be secure from unauthorized use and from unauthorized data access.
- Describe the EPB data encryption.
- Describe the EPB access control on the polling place systems.
- Describe the EPB setup access control.
- Describe typical network environment requirements for the setup programs.
- Describe typical network security environments in which the EPB's can communicate with election central. VPN? DMZ?
- Describe any additional standard security mechanisms that have been applied to this product.
- Describe how the EPB communicate with commonly used voting systems.

Data Transfer

Vendors are required to provide for the transfer of data between MCVR and the Electronic Poll Book.

- Voter role data must be downloaded from MCVR to the EPB(s).
- Voter history information collected by the EPB(s) must be uploaded to MCVR to update voter history.

Hardware Requirement

1. Each EPB must include barcode reading device.
2. Each EPB must include a keypad in which to type or enter the voter's name.
3. Each EPB must include and be capable of utilizing a signature block.
4. Each EPB must include a power cord and have battery backup.
5. Each EPB shall include a protective travel case.

Administrative Support

The Vendor shall provide:

1. A contract administrator/project supervisor who will serve as the principal point of contact for the Vendor and the County.
2. On-site technical support for the 2022 election cycle that includes:
 - Pre-election programming.
 - Election Day support during the full hours of operation at the Jefferson County Clerk's Office.
 - Archiving the data after the election.
 - Uploading the data to the Missouri Centralized Voter Registration system.
3. Well-trained and qualified support personnel for all activities that are the vendor's responsibility.
4. During the term of the contract and subsequent extensions all software upgrades, as well as all hardware and software patches to repair defects in the system, at no charge to the County.
5. Two (2) complete sets of user and technical documentation for all hardware and components required to operate each system for the Jefferson County Clerk/Election Authority Elections.

Warranty, Maintenance and Support

The Vendor shall provide a minimum 5 year warranty for all hardware; firmware and software provided by the vendor as part of the electronic poll book system regardless of whether this warranty period for any piece of equipment and software shall extend beyond the term of this contract as described in this document.

- Following the warranty period for each piece of firmware and software provided under the contract, the vendor shall continue to maintain such firmware and software in proper operating condition for the full duration of the contract, including option periods, if exercised.

- The replacement of parts or components can be with entirely new parts or components, or with refurbished parts or components such that the equipment or software will function like new. Similarly, the vendor can replace a malfunctioning unit or software with the same or similar unit.
- All maintenance is to be performed within a reasonable timeframe from notification to the vendor of a problem. In instances where the vendor learns of problem situations that are likely to negatively affect a significant portion of the equipment or software provided under this contract, the Vendor shall prospectively make appropriate repairs, adjustments or replacements to all such equipment or software to forestall the problem's occurrence.
- When a piece of equipment or software ceased to operate properly on an Election Day and is not repaired or replaced at this time, the equipment or software shall be replaced with 4 weeks from the date of the election during the warranty period. During the maintenance period, the equipment or software shall be repaired or substituted with a loaner within 4 weeks from the date of the election.
- The Vendor shall provide all warranty information regarding the warranty period. The County will assume the warranty covers all components of the system. Any exclusion must be specifically cited. In addition, discuss ongoing maintenance for both hardware and software.
- The Vendor shall provide written statement on Election Day support plan including how many representatives provide technical support and for what hours and to how many counties.
- The Vendor shall provide election support options and at what cost.

Financing

1. Vendor must be able to offer the Jefferson County Clerk/Election Authority's Office lease/purchase financing options.
2. Estimated lease/payment terms: First payment to be due in the first quarter of the year 2022. Payment terms not to exceed 5 years.
3. Deposit requirements, if any.

Deliverables

The Vendor shall deliver system equipment, hardware, software, and necessary components and perform required services to implement electronic poll book as outline in this document.

This includes:

- A. Approximately 225 - 300 Electronic Touch Screen Poll Books pre-loaded with the necessary application software to perform the poll book functions.
- B. A sufficient number of Carrying/Storage Cases for the Electronic Touch Screen Poll Books.
- C. A sufficient number of any other required components (i.e. printers, hotspots/wireless routers, scanners needed for each poll book, etc.)

The deliverables shall be shipped directly to the Jefferson County Clerk/Election Authority's Office as specified in the purchase order.

Within thirty (30) days after award or mutually agreed upon time, the vendor shall:

- i. Provide user manuals and technical documentation to the Jefferson County Clerk/Election Authority.
- ii. Train Jefferson County Clerk/Election Authority personnel on use of the system.
- iii. Deliver and install the software on the electronic poll books provided as part of the system.
- iv. Purchase and deliver the COTS hardware required for the system.
- v. Purchase and deliver the COTS supplies required for the system for one countywide election.
- vi. Deliver and install the tools to receive data from and upload data to the Jefferson County Clerk/Election Authority "Missouri Centralized Voter Registration" system.

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this _____ day of _____ 2021:

Company Name

County of Jefferson, State of Missouri

Signature

Dennis Gannon J. County Executive

Print

Company Address: _____

Phone: _____

I hereby certify under section 50.660 RSMo., there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

County Auditor

APPROVED AS TO FORM

County Counselor

COOPERATIVE BID FORM

Bid Name: _____

INSTRUCTIONS: Bidders **MUST** fill out this form as part of the bidding process and attach to your bid response to Jefferson County, Missouri.

COOPERATIVE PROCUREMENT CONTRACT

This is a cooperating supply contract in accordance with Chapter 130, Section 130.020. K.3., of the Procurement Policy and Procedures, Jefferson County Code of Ordinances.

Will you extend bid prices, cash terms, and all other terms and conditions of any contract resulting from this bid with Jefferson County, Missouri, to any Jefferson County, Missouri, Municipality, government agency, district, sub-district or other tax-supported entity?

Yes _____ No _____

Although agreeing to the extension of the terms of this contract to municipalities or other tax-supported entities, *is not a prerequisite for award*, Jefferson County, Missouri, may take this factor into consideration if tie bids are received, in addition to the normal Terms and Conditions of the Invitation for Bid, enclosed herewith as a part of this bid.

**Bidders are encouraged to extend contract prices to
Municipalities and any other tax-supported entities.**

If agreeable to the above, state the **minimum** dollar value *per order* you will require from a Municipality or any other tax-supported entity (**this shall not apply to Jefferson County, Missouri Government, Departments or Divisions**):

MINIMUM DOLLAR VALUE PER ORDER: \$ _____

BY: _____

TITLE: _____

COMPANY: _____

CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone _____ **E-mail** _____

**THIS FORM WILL BECOME PART OF THE BID DOCUMENT PACKAGE SUBMITTED TO
JEFFERSON COUNTY, MISSOURI**