



County of McHenry  
Request for Proposal

**RFP # 19-29**  
**Voter Registration & Election Management System**

July 31, 2019

This Request for Sealed Proposal (RFP) is for the purpose of contracting with a qualified firm to provide a Voter Registration and Election Management System for the McHenry County Clerk's Office, subject to continuing need, and availability of funds as outlined within this document. All requirements are according to specifications enclosed herein.

Any communication regarding this request for proposal between the date of issue and date of award is required to go through the Buyer listed below (or the Purchasing Administrative Specialist). **Unauthorized contact with other McHenry County staff or officers is strictly forbidden.**

**GENERAL REQUIREMENT:** This is a Request for Sealed Proposal (see attached). Proposal will be opened and evaluated in private and proposal information will be kept confidential until an award is made. **One (1) original and two (2) electronic versions of the complete proposal are to be submitted.**

**SUBMISSION LOCATIONS:**

**Mailing/Shipping Address:**

McHenry County Purchasing Department  
2200 N Seminary Avenue  
Woodstock IL 60098

**Drop Off In Person:**

McHenry County Administration Building  
Purchasing Department, Room 200  
667 Ware Road, Woodstock IL 60098

**CONTACT PERSON:** Djuana M. Leonard, C.P.M., Procurement Specialist  
[dmleonard@mchenrycountyil.gov](mailto:dmleonard@mchenrycountyil.gov)

**SUBMISSION DATE AND TIME: by 2:00 PM, (CST) August 23, 2019**

Proposals received after the submittal time will be rejected and returned unopened to the sender.

**SCHEDULE OF EVENTS**

July 31, 2019	RFP Available
August 12, 2019	Vendor Questions Submitted via email to <a href="mailto:dmleonard@mchenrycountyil.gov">dmleonard@mchenrycountyil.gov</a> by <b>12:00PM (CST)</b>
August 15, 2019	Vendor Questions Answered via email and posted on County website after 4:00PM (CST)
August 23, 2019	<b>Proposals no later than 2:00PM (CST)</b>
August-October 2019	Evaluation, Interviews, Recommendation, Notification to Successful Vendor and Award of Contract

## GENERAL INFORMATION

### REQUEST FOR PROPOSALS

#### DEFINITION

Request for Proposals (RFP) is a method of procurement permitting discussions with responsible contractor and revisions to proposals prior to award of a contract. Proposals will be opened and evaluated in private. Award will be based on the criteria set forth herein.

#### RECEIPT and HANDLING of PROPOSALS

Proposals shall be opened in private by the Evaluation Committee to avoid disclosure of contents to competing contractors.

#### EVALUATION of PROPOSAL

The proposals submitted by contractors shall be evaluated solely in accordance with the criteria set forth in the RFP.

#### DISCUSSION of PROPOSAL

The Evaluation Committee may conduct discussions with any offeror who submits an acceptable or potentially acceptable proposal. Contractors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. During the course of such discussions, the Evaluation Committee shall not disclose any information derived from one proposal to any other contractor.

#### NEGOTIATIONS

The County of McHenry reserves the right to negotiate specifications, terms, and conditions, which may be necessary or appropriate to the accomplishment of the purpose of this RFP. The County may require the RFP and the offeror's proposal be incorporated in full or in part as Contract Documents. This implies that this RFP and all responses, supplemental information, and other submissions provided by the contractor during discussions or negotiations may be held by the County of McHenry as contractually binding on the successful Contractor.

#### NOTICE of UNACCEPTABLE PROPOSAL

When the Evaluation Committee determines a contractor's proposal to be unacceptable, such contractor shall not be afforded an additional opportunity to supplement its proposal.

### TERMS AND CONDITIONS

#### AUTHORITY

This Request for Proposals is issued pursuant to applicable provisions of the *McHenry County Purchasing Ordinance*, approved August 1, 2014, revised April 1, 2018. This ordinance is incorporated by reference into this RFP as if it were contained herein. An updated copy is available [here](#).

#### RESERVED RIGHTS

The County of McHenry reserves the right at any time and for any reason to cancel this Request for Proposal, to reject any or all proposals, or to accept an alternate proposal. The County reserves the right to waive any immaterial defect in any proposal. ***Unless otherwise specified by the offeror, the County has no less than one hundred and twenty (120) days to accept.*** The County may seek clarification from a contractor at any time and failure to respond promptly is cause for rejection. The County may require submission of best and final offers.

#### INCURRED COSTS

The County of McHenry will not be liable in any way for any costs incurred by respondents in replying to this RFP.

## AWARD

Award shall be made by the McHenry County Board to the most responsive and responsible contractor whose proposal is determined to be the most advantageous to the County, taking into consideration price and the evaluation criteria set forth herein below.

## CRITERIA for SELECTION

The following criteria and point system shall be used by the selection team to determine the firm or individual(s) most qualified and best suited to perform the work:

1. Competency & ability to Perform (15 points)  
Contractor's capability in all respects to perform fully the contract requirements. This includes the contractor's experience with projects of similar nature, size, complexity, and requirements as the County.
2. Experience & References (5 points)
3. Cost (10 points)  
This refers to the proposed price for the products and services listed in the RFP.
4. System Security (15 points)  
This refers to the adherence to all conditions and requirements of the RFP.
5. Ability of the proposed software to satisfy or exceed specifications described in the RFP (25 points)
6. Architecture of the Application (5 points)
7. Compatibility with McHenry County's enterprise network and standard products (10 points)
8. Contractor Support (5 points)
9. Project Schedule (5 points)
10. Financial stability of company (5 points)  
Determined by publicly accessible information & interview process.

Total 100 points

## NON-DISCRIMINATION

Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith. Including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), 775 ILCS 5/1-102, which is incorporated herein by reference, and constituting of a written EEO Policy and a workforce profile that demonstrates its EEO practices. Furthermore, the Contractor shall comply the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended. The Contractor must have a written sexual harassment policy, which meets Illinois State Statutes, 775 ILCS, 15/3.

## SECURITY

The Contractor represents and warrants to the County of McHenry that neither it nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the County of McHenry that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the County of McHenry, the Corporate Authorities, and all County of McHenry elected or appointed officials, officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranties.

## OSHA REQUIREMENTS

The Occupational Safety and Health Act of 1970 (OSHA) "guarantees workers the right to a safe and healthful workplace". Under Section 5(a) (1) of the OSHA Act, the employer must "furnish to each of his

employees' employment and a place of employment which are free from recognized hazards that are causing or likely to cause death or serious physical harm to his employees."

There are times when the County must hire entities and individuals (contractors) to perform services. To this end, contractors hired by the County of McHenry must perform their duties in a manner that is compliant with all state and federal health and safety laws and industry guidelines. It is the responsibility of the contractor to ensure that their personnel and subcontractors comply with all state and federal health and safety laws and regulations and industry guidelines, including, but not limited to those set forth by: OSHA and related regulations, the Safety Inspection and Education Act, the Health and Safety Act, the National Institute of Occupational Safety and Health, the National Fire Protection Association, the Centers for Disease Control, American Industrial Hygiene Association, the American Council of Governmental Industrial Hygienists, the Environmental Protection Agency, and the Department of Transportation.

#### PROCUREMENT OF GREEN PRODUCTS AND TECHNOLOGIES

As approved by the McHenry County Board in April 2008, it is in the interest of public health, safety and welfare and the conservation of energy and natural resources to use and promote environmentally responsible products. The County should strive to influence private purchases through the example of using government specifications and standards that are green or environmentally friendly when making its purchases.

Whenever available and cost-justified, the County should purchase those materials including the purchase of recycled products containing post-consumer materials rather than residual materials resulting from the processing or manufacturing from another product. To the extent practicable, all products standards shall emphasize functional or performance criteria, which do not discriminate against the use of, recycled materials.

McHenry County should cooperate to the greatest extent feasible with other governments and organizations to develop a comprehensive, consistent, and effective procurement effort intended to stimulate the market for recycled products, reusable products, products designed to be recycled, and other environmentally responsible products.

McHenry County shall continue to participate in and shall encourage other public jurisdictions to participate with the County in the purchase of products containing recycled content. Participation in such cooperative systems shall be aimed at obtaining maximum practical recycled content in County purchases, to obtain best available price for products with recycled content, to facilitate or encourage lower prices industry-wide and to encourage development of industries and markets dealing with recycled content products.

#### PROCUREMENT OF PRODUCTS THAT ARE ENERGY STAR QUALIFIED

McHenry County shall select, where life cycle and cost-effective, ENERGY STAR and other energy efficient products, when acquiring energy-using products. This information will be required by the bidder in their bid submittal.

#### COOPERATIVE PURCHASING

This contract shall be offered for purchases to be made by other counties and governmental units within the State of Illinois as authorized by the Government Joint Purchasing Act. All purchases and payments made under this authority shall be made directly by the governmental unit to the Contractor. The County of McHenry shall not be responsible in any way for such purchase orders or payments. All terms and conditions of this contract shall apply to all orders placed by another governmental unit.

#### RIGHT TO PROTEST

Any actual or prospective bidder or Contractor who is aggrieved in connection with the solicitation or award of a Contract may protest to the Director of Purchasing. Any protest must be submitted in writing within ten (10) calendar days from the issuance of the solicitation, addendum, and notice of award or other decision by the Purchasing Department.

#### ADDENDUM

Should the Contractor require any additional information about this Bid, please fax to Purchasing (815-334-4680) any questions by the deadline as outlined in the schedule of events. ANY AND ALL changes to these specifications are valid only if they are included by Written Addendum to All Bidders. NO interpretation of the meaning of the plans, specifications, or other contract documents will be made orally. If required, all addenda will be faxed to bidder if a Notice of Intent to Bid has been completed and faxed to the Purchasing Office. In addition, all addenda are posted on the County of McHenry's website. Failure of the bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this Bid as submitted. All addenda so issued shall become part of the bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused by a bidder to improperly submit a bid.

Response to these questions will be made by means of an addendum. Only the Director of Purchasing has the authority to issue an addendum.

Addenda are written instruments issued by the County prior to the date for receipt of proposals, which modify or interpret the Bid by addition, deletions, clarifications or corrections.

Prior to the receipt of bids, addenda will be faxed or delivered to all who are known to have received a Notice to Bid. Each contractor shall ascertain prior to submitting a bid that all addenda issued have been received and, by submission of a bid, such act shall be taken to mean that such contractor has received all addenda and that the contractor is familiar with the terms thereof and understands fully the contents of the addenda.

#### TAXES

The County of McHenry is exempt from paying Illinois Use Tax, Illinois Retailers Occupation Tax, and Federal Excise Tax.

#### PAYMENTS

The Contractor shall furnish the County with an itemized invoice. Payment shall be made in accordance with applicable provisions of the "Local Government Prompt Payment Act."

#### CONTRACTOR RESPONSIBILITIES

The selected Contractor will be required to assume responsibility for all services offered in this proposal. The County will consider the selected Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

Any contract resulting from this RFP may not be assigned, in whole or in part without written consent of the County. If the Contractor attempts to make such an assignment without the written consent of the County, the Contractor shall nevertheless remain legally responsible for all obligations under the Contract.

#### INTERPRETATION or CORRECTION of REQUEST for PROPOSALS

Contractors shall promptly notify the Director of Purchasing of any ambiguity, inconsistency, or error, which they may discover upon examination of the Requests for Proposals.

Interpretations, corrections, and changes to the Request for Proposals will be made by addendum. Interpretations, corrections, or changes made in any other manner will not be binding.

#### COMPLIANCE WITH LAWS

The bidder hereto covenants and agrees to comply with all applicable federal, state, and local laws, codes, ordinances, rules and regulations. Failure to comply with the terms of this provision shall constitute a breach of contract and permit the County to terminate this (Request for Sealed Proposal) in accordance with the termination provisions stated herein.

#### RECOURSE for UNSATISFACTORY MATERIALS

Payment shall be contingent upon the County's inspection of and satisfaction with completed work. Any defective work or materials, non-conformance to bid specifications, damaged materials, or unsatisfactory installation shall be corrected to the County's satisfaction by the successful bidder at no additional charge.

#### TERMINATION

Failure to comply with the terms and conditions as herein stated shall be cause for cancellation of the contract. The County will give written notice of unsatisfactory performance and the Contractor will be allowed thirty (30) days to take corrective action and accomplish satisfactory control. If at the end of the thirty days, the County deems the Contractor's performance still unsatisfactory, the contract shall be canceled. The exercise of its right of cancellations shall not limit the County's right to seek any other remedies allowed by law.

The successful bidder will agree that the resulting contract is made subject to available budgetary appropriations and shall not create any obligation on behalf of the County in excess of such appropriations. In the event that no funds or insufficient funds are appropriated and budgeted, this Contract shall terminate without penalty or expense to the County thirty (30) days after written notification of termination from the County.

The successful bidder will agree that pursuant to requirements imposed under Illinois law, the County shall have 120 days after each election of county board members to terminate this Contract, without cause and without penalty.

#### REJECTION of BIDS, WAIVER of IRREGULARITIES

McHenry County reserves the right to reject any or all bids, to waive irregularities, and to accept that bid which is considered to be in the best interest of the County. Any such decision shall be considered final.

#### DELIVERY

Delivery will be considered in making the award and the bidders shall state, in the spaces provided expected delivery after receipt of order. Failure to meet said delivery promises without prior consent of the Director of Purchasing will be considered a breach of faith.

#### WORKMANSHIP

Items shall be manufactured according to the highest traditions of the industry and shall meet all commercial standards of quality. The County shall be the sole judge of acceptable products. Unacceptable products will be rejected and suitable price adjustments made.

#### QUALIFICATIONS

Each firm submitting an RFP for this project shall submit detailed information concerning the professional qualifications of the individual(s) assigned to carry out this project. Relevant project experience, logistical capabilities and other relevant support data regarding the firm and assigned personnel must be included.

Each firm submitting a proposal for this project must provide at least three (3) references where projects of a similar nature have been successfully completed and implemented. These references should provide the name and address of the entity where the project was completed as well as a contact person.

#### INSURANCE

General The successful bidder shall maintain for the duration of the contract and any extensions thereof, at bidder's expense, insurance that includes "Occurrence" basis wording and is issued by a company or companies qualified to do business in the State of Illinois that are acceptable to the County, which generally requires that the company(ies) be assigned a Best's Rating of A or higher with a Best's financial size category of Class XIV or higher, in the following types and amounts:

- a) Commercial General Liability in a broad form, to include, but not limited to, coverage for the following where exposure exists: Bodily Injury and Property Damage, Premises/Operations,

Independent Contractors, Products/Completed Operations, Personal Injury and Contractual Liability; limits of liability not less than:

\$1,000,000 per occurrence and \$2,000,000 in the aggregate;

- b) Business Auto Liability to include, but not be limited to, coverage for the following where exposure exists: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership; limits of liability not less than:  
\$1,000,000 per occurrence combined single limit for:  
Bodily Injury Liability and Property Damage Liability;
- c) Workers' Compensation Insurance to cover all employees and meet statutory limits in compliance with applicable state and federal laws. The coverage must also include Employer's Liability with minimum limits of \$100,000 for each incident.
- d) Professional Liability Insurance with \$1,000,000 per occurrence and \$1,000,000 in aggregate.

#### EVIDENCE of INSURANCE

The successful bidder agrees that with respect to the above-required insurance that:

- (a) The County of McHenry shall be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of the contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies;
- (b) The contractual liability arising out of the contract shall be acknowledged on the Certificate of Insurance by the insurance company;
- (c) The County of McHenry shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change and said notification requirement shall be stated on the Certificate of Insurance;
- (d) Subcontractors, if any, comply with the same insurance requirements. In addition to being named as an additional insured on the Certificate of Insurance, each liability policy shall contain an endorsement naming the County of McHenry as an additional insured. A copy of the endorsement shall be provided to McHenry County along with the Certificate of Insurance; and
- (e) have McHenry County named as an additional insured and the address for certificate holder must read exactly as:

County of McHenry, **a body politic**  
2200 N. Seminary Avenue  
Woodstock, IL 60098

- (f) Insurance Notices and Certificates of Insurance shall be provided to:  
McHenry County, Purchasing Department  
2200 N. Seminary Avenue, Room 200  
Woodstock, Illinois 60098

The County shall be provided with Certificates of Insurance evidencing the above required insurance prior to the commencement of this Agreement and thereafter with the certificated evidencing renewals or changes to said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies.

The County shall be named as additional insured on all liability policies, and the parties acknowledge that any insurance maintained by the County shall apply in excess of, and not contribute to, insurance provided by successful bidder.

The contractual liability arising out of the Agreement shall be acknowledged on the Certificate of Insurance by the insurance company. The County shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change, and said notification requirements shall be stated on the Certificate of Insurance.

Acceptance or approval of insurance shall in no way modify or change the indemnity or hold harmless clauses in this agreement, which shall continue in full force and effect.

#### HOLD HARMLESS CLAUSE

The Contractor agrees to indemnify, save harmless and defend the County of McHenry, their agents, servants, and employees, and each of them against and hold them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of the County of McHenry, their agents, servants, or employees or any other person indemnified hereunder.

#### CHOICE OF LAW AND VENUE

The bidder agrees that this bid has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this bid or any resulting contract shall be governed by the laws of the State of Illinois, without regard to conflicts of laws principles. The bidder further agrees that the exclusive venue for all such disputes shall be the Circuit Court of the 22<sup>nd</sup> Judicial Circuit of McHenry County, Illinois, and the bidder hereby consent to the personal jurisdiction thereof.

#### EVALUATION

Evaluation of proposals will be done by the Director of Purchasing and associated County staff. Proposals will be evaluated on experience in doing projects of a similar nature and adherence to specifications.

#### DIRECTIONS FOR SUBMISSION

Qualified individuals or firms are to submit **one (1) original and two (2) electronic versions** of the completed proposal along with any support documentation.

All data and documentation submitted as part of this RFP shall become the property of McHenry County, Illinois. After award of this contract, all responses, documents, and materials contained in the RFP shall be considered public information and will be made available for inspection in accordance with the Illinois Freedom of Information Act.

All proposals must be received no later than **2:00PM (CST) on August 23, 2019**. Absolutely no proposal will be accepted after the time specified. Late proposals shall be rejected and returned unopened to the sender. The County of McHenry does not prescribe the method by which proposals are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of reason, in the transmission of proposals.

**ENVELOPES OR EMAILS ARE TO BE CLEARLY MARKED WITH THE RFP TITLE, TIME & DATE OF OPENING.**

#### SUBMITTAL

Submit one (1) bid, multiple bids will not be accepted.

#### PRICING

Price offered shall be firm for at least 120 days after the latest time specified for submission of proposals and thereafter until written notice is received from bidder.

#### FREIGHT

Freight is all inclusive unless otherwise stated.



FUEL SURCHARGE

The County of McHenry does NOT accept any fuel surcharges.

EXPECTATION FOR EQUIPMENT/HARDWARE

It is the County's expectation equipment and/or hardware installed as part of this bid will be in new, un-used condition unless otherwise noted in bid submission.

## SPECIFICATIONS

McHenry County is seeking to contract with a qualified firm to provide a Voter Registration and Election Management System for the McHenry County Clerk's Office.

### Items to be submitted:

- 1 **Product Capabilities**-- a detailed description of the software and its capability to export data to other applications.
- 2 **Software Specifications**-- including software release and updated software version information.
- 3 **Data Conversion** – Provide methods for data conversion from current systems and suggested timeframe.
- 4 **Project Coordination and Management**-- Provide complete description of the services proposed.
- 5 **Training**—On-site training by the vendor to various groups of individuals whereby the vendor trains the individuals in the proper use and functionality of the proposed software. Shall include fifteen (15) days at a minimum.
- 6 **Support Procedures**-- Provide complete description of the support services provided for questions and problems. Explain in detail what maintenance covers and does not cover (i.e. new releases of software).
- 7 **Additional Software**-- a detailed list of any additional proprietary software or any other additional software that must be purchased to run the system, including any third party products needed to meet the County's requirements.
- 8 **Project Schedule**-- Provide the details of a project plan, including a schedule/timeline from contract execution. Identify time commitment for installing software, data conversion, training, level of commitment required by both parties (vendor and McHenry County), and roles which McHenry County will have to fill (i.e. project manager, team leads, subject matter experts, etc.). Also include name, resume and estimate of time your team members will be dedicated to this project and the roles they will occupy.
- 9 **Additional Information and Comments:** Include any other information you believe to be pertinent, but not specifically mentioned elsewhere
- 10 **Hardware Specifications**- Provide complete description of any devices necessary to use the system.

### **Evaluation Outline:**

The evaluation of proposals occurs in closed sessions. For this software procurement, the award process may occur in two separate phases. Phase I consists of selecting those proposers whose software appears to meet or exceed our requirements. Each of these finalists may be required to install their software in a test environment and demo the software. This also allows the County an opportunity to execute the software in a hands-on environment. The demo software may require being installed on a test system for more than a single day. The County will provide personal computer hardware necessary for a test PC environment. If specialized hardware is needed, i.e. other than personal computers, the proposer is responsible for providing this hardware.

If specialized software is needed to execute the proposed software, the proposer is responsible for installing the software in our test hardware environment. The County will endeavor to create a hardware environment suitable for proper evaluation of the proposed software.

Phase II testing of the software is a further evaluation of the specific details and functionality of the software. This evaluation considers all facets of the networking issues as well as the specific functionality of the software. The evaluation committee will review and evaluate each module.

As part of its evaluation process the County may seek additional information from firms found to have resources and methodologies best suited to this project.

Provide details for any on-line training available

## **Voter Registration and Election Management System Background and Scope**

### **Project Scope**

The response to this RFP must include the acquisition, installation, training, conversion of all existing data including signature and supporting document images, procedures for continued digital conversion of paper documents, and on-going software system maintenance and support for a Voter Registration and Election Management System.

The response to this RFP must include the hardware necessary to operate the system, although the County Clerk may opt to acquire some of the hardware components separately from the RFP.

### **Background**

The McHenry County Clerk is the Election Authority for McHenry County. McHenry County conducts all general, primary and special elections for over 240,000 registered voters. There are 212 precincts in 17 townships with 9 full time and 1 part time staff. The Clerk's office receives approximately 1000 voter applications per week, with that number increasing to 3000 during peak election cycles.

The election management databases consist of over 1,700 Election Judges, 100 Election Day volunteers, 98 voting locations, 10 early voting locations, and 5 transfer locations. The Clerk's office inventory includes 166 tabulators and 166 ballot bins, 300 ExpressVote ballot marking devices,

The current voter registration operations are processed on VRXG, an SKU Corporation product. Additional election management databases for election workers, polling places and candidates were developed in Microsoft Access.

### **Voter Registration and Election Management System**

Below are the minimal feature requirements for the proposed solution. This list is not all-inclusive.

1. Conform to the State of Illinois implementation and integration of the Illinois Voter Registration System (IVRS), Automatic Voter Registration requirements, the Help America Vote Act of 2002(HAVA), the National Voter Registration Act of 1993 (NVRA) and all current Voter Registration mandates of the State of Illinois.
2. Provide procedures for standard, mail, online, and paperless voter registration application processing, record maintenance for active and inactive voters, identify duplicate records, print voter registration cards, post voter history and provide an audit trail of all changes.
3. Provide functionality or supporting module to allow for processing vote by mail and early voting ballots, pollworker scheduling and payroll tracking, polling place management, reporting and street address validation.
4. Provide listing of units of government and elected officials tied to voter record including ballot style definition.
5. Provide detection of duplicate voter entry using data fields required under IVRS, HAVA, NVRA, ERIC and Illinois State mandates, including user alerts for cancelled, inactive, and suspect (felony convictions) registrations.
6. Provide capabilities to handle ALL vote by mail elections and in-person voting and tracking.
7. Provide capabilities for web interface for voters to track their ballot by mail.
8. Provide capabilities to accept and track all candidate filings, offices, objections and electoral board hearings.
9. Provide capabilities to capture voter records, candidate and referenda data as it relates to current and past elections.
10. Provide secure method for search of voter records by public for objection filing.
11. Provide data field verification including, suffix, gender, date of birth (must be 18 by the next general election), citizenship code and township number. The legal address must be verified as being in McHenry County as linked to PIN and USPS proper addressing.
12. Provide for bar coding of all forms, mailings and correspondence.

13. Provide smart search capabilities.
14. Provide the capability to create reports and correspondence on an ad hoc basis.
15. Provide for statistical reports and demographics of precinct, townships, and all municipalities.
16. Provide a method to report daily transaction statistics by operator.
17. Provide details and procedures for high volume printing such as voter applications, vote by mail applications and envelopes, and voter registration ID cards.
18. Provide methods to execute queries on the databases including creating various reports of voting rolls by data elements.
19. Maintain Deputy Registrar information including affiliate organization, location, hours of operation and commission date.
20. Provide access to various query methods for record location, verification and retrieval.
21. Provide procedures for standard imaging, indexing and retrieval of all voter registration documents. Software should allow for multiple documents to be attached, updated and viewed from a voter record.
22. Provide procedures for interface with ePollbook upload of voter records, voter history, and statistical data.
23. Provide an intuitive, user friendly, interface that is [can be] customized to meet the specific needs of the County Clerk's Office.
24. Provide a scalable and modular architecture to allow the McHenry County Clerk's office to implement specific functionality, but also enhance and build on the system for future Election Administration needs.
25. Software should handle vote-by-mail "programs" to allow for date-limited enrollment and unlimited enrollment.
26. Provide for archive of imaged documents including backup procedures and hardware.
27. Include the hardware necessary to support the operation of the system to include the file server, scanner(s), and any upgrade to the workstations that may be necessary. Include specifications for database server and file server hardware components, as well as database software that is specific to the solution.
28. Provide for software maintenance, training, installation, and configuration of solution.
29. Provide various levels of security allowing for limited access by assigned staff and unlimited access for supervisors.
30. Platform must exist on open architecture database format.
31. Provide for Windows 20\* interface and operate in a client/server environment over a LAN. Software must be scalable to allow for at least 100 concurrent users.
32. Allow for Internet / Web enabling.
33. Provide the capability to utilize electronic data transfer and to receive data electronically.
34. Provide a method to remove unnecessary data from an active file and place this data on some other media or location. This allows only current active data to be processed in the primary file. This assumes there is also some method to retrieve the purged data and to place this data back on the active file should the need arise.
35. Provide data conversion from our existing software applications to the proposed application. The proposer shall provide assistance in identifying the data elements and the association with the data elements in the proposed software. The County can provide the data elements to convert in an ASCII or other defined format on the desired media for the data conversion.
36. Provide the conversion of data in the existing system to the proposed system. Provide the associated costs for the conversion of approximately 250,000 records.
37. Provide the policy and plan associated with the conversion of the data for McHenry County's existing data that requires conversion to the proposed software application.
38. Comply with all State of Illinois and Federal regulations. The proposer's ability to constantly be aware of, and the software being modified in a timely manner, as required to comply with all State and Federal regulations as they occur.

## CYBERSECURITY QUESTIONNAIRE

In order to best ensure the security of our elections and data, we request that you provide responses to as many of the following questions as possible.

1. Disclose all countries in which your organization operates. Describe the corporate structure and ownership (e.g., publicly traded corporation, privately held partnership, nonprofit). Disclose all board members or any entity with more than 10% ownership in the organization. Also, disclose any ownership in your company by non-U.S. persons or entities, regardless of ownership percentage.
2. Describe your processes for identifying specific cybersecurity risks and mitigating them in the election environment and how the implementation of the mitigation processes will increase the likelihood of success on the current proposal. Be specific and provide specific examples of how this process has been successful in both confirming proper implementation and identifying needed changes. Include lab testing and third-party testing you regularly employ.
3. Describe how you monitor ongoing security threat changes and respond to evolving threats, including monitoring common vulnerabilities and exposures (CVEs) and any ability to receive and share real-time threat information. Indicate participation in information sharing networks, including the Sector Coordinating Council of the Election Infrastructure Subsector (EIS-SCC), the Information Technology Information Sharing & Analysis Center (IT-ISAC), the Election Infrastructure ISAC (EI-ISAC), and others.
4. Describe the specific security controls that you will implement. These may be international information security standards such as ISO 27000 or common sets of controls specific to elections, such as the CIS Elections Best Practices.
5. Define specific levels of service for key work activities including performance standards for each service. These should include, but not be limited to:
  - a. Expected outcomes for normal security activities and, separately, around the time of elections.
  - b. Include your policies for response time, types of support (e.g., in-person, phone) provided.
  - c. Approach to ensuring continuity of mission critical services (e.g., failure restoral, patching and updates, and other relevant service component failures).
  - d. Clearly describe trigger points for deploying updates and the approvals needed on both the vendor and government sides. This response should address vulnerability detection and remediation, patching speeds, and incident response and escalation procedures.
  - e. For those products that cannot be readily updated, describe controls and monitoring that will be used to identify suspicious access or activity.
6. Detail your approach to supply chain management, including the selection process for suppliers. Provide specific information including, but not limited to:
  - a. How do you handle content originating from non-U.S. sources?
  - b. How do you review suppliers and their products to ensure that they do not contain security vulnerabilities or malicious content and are free from unexpected or unwanted procedures?
  - c. Which processes are used to monitor compliance of suppliers to requirements of the contract? Describe any process for auditing suppliers' ability to maintain security in their development process.
  - d. How is information regarding supply chain issues shared among the organization and suppliers?
  - e. What is your process for managing hardware and software that is no longer supported by the supplier to ensure continued maintenance of appropriate security? Describe your transition process for changes in suppliers to ensure security measures are continually met. How will you maintain appropriate communication with the government for such products?
  - f. Additionally, what is your proposed approach to evaluating replacement components or new technologies to ensure adequate security?

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**Technical Requirements - *Vendor Responses***

**Vendor response codes:**

F = fully provided without modification

M = modifications to underlying source code required

C = customization/configuration changes (no change to source code)

NV = provided in next version of software

R = provided with reporting tool

NA = not available

TP = third party software required

<b>Function</b>	<b>Vendor response code</b>
Access to and updates to information stored in the application should be restricted through use of a password security system at the following levels:	
▪ User level	
Function :	
○ Application module	
○ Menu	
○ Screen	
○ Field	
Provides complete and archived audit trails and reports of all transactions, including; date, time, transaction type and User ID.	
All application modules proposed are fully integrated or provide an interface. Please indicate any exceptions.	
The system must perform error checking to verify the quality of the information being entered and that system balances are maintained.	
An industry standard, high-level programming language is used to develop the applications.	
All vendor-supplied software is accompanied by sufficient documentation to enable comprehensive understanding of its internal structure and operating procedures. Documentation is well-structured, easy to read, supported with numerous illustrations, and accommodate the following:	
▪ Module Inter-relationships	
▪ General systems descriptions, flowcharts, and examples	
▪ Report layouts and examples	
▪ File layouts	
▪ Consistent coding and numbering schemes	
▪ Processing rules	
▪ User operating instructions	
▪ Hardware/operating system management	
▪ Error messages	
Capability to display reports on the screen before printing.	
Visually intuitive screen layouts- no mysterious codes or special keys to be learned.	
Comprehensive, easy to read forms, containing all relevant resident information.	
System supports any type of printer. Note exceptions.	
Integration with all other applications modules on the same processor for custom report creation. This could be an industry standard report writer, such as Crystal Reports.	
Easy to use – no knowledge of programming required.	
Flexible report formatting capabilities with WYSIWYG display features.	
Report Writer respects user security authorizations consistent with other applications (users can only access data through the Report Writer that they are authorized to access through other applications).	
Data conversion will be necessary since all data is currently automated. The successful proposer will be expected to provide information about what data goes in the new tables and provide assistance in importing this data.	

**Response to this RFP should answer the following questions:**

- What is the platform of the system (Windows, MS SQL Server, workstations)?
- Is the system an open architecture?
- When was the company's first Voter Registration and Election Management System installed and where?
- What are the various modules of the system?
- What procedures will be used for imaging / scanning current voter files?  
(if outsourcing this process is necessary, please explain in detail and provide a timeframe)
- Can a batch scanning method can be used to image records? (or single page?)
- What format are the images stored in? (TIF, BMP, PDF)
- Is the index for images maintained on the hard drive?
- What type of compression is used (Standard TIF format)?
- Is in-house software training provided with the system? Explain.
- Does the system allow an authorized system administrator to define what functions a user can access? Explain.
- Does the system support various types of access privilege (read only, update, no access)?
- Does the system support the use of user privilege profiles to restrict access to specific data areas?
- Does the system accept new data elements and functionality in response to new statutory responsibilities for the County Clerk's Office?
- Is the database able to be backed up and restored using standard database backup software?
- Does the system have the ability to have new software updates and releases easily installed by County technical staff?
- System must not allow for editing of any image once scanned?
- Does system have the capability to utilize electronic data transfer and to receive data electronically?
- Does the software provide for a smart search on data fields?
- Does the software provide phonetic coding for name fields?
- Does the system provide alerts and procedures for incomplete required data fields?
- Does the system conform to the State of Illinois UDF standards?
- Does the software assign sequential voter identification numbers?

***THIS PAGE IS MANDATORY***  
**PROPOSAL FORM**

We, \_\_\_\_\_, propose to provide the requested services according to the requirements of this Request for Proposal. We also certify that this written proposal is valid for 120 days from the day of this proposal and the attached information is received and filed by the County of McHenry.

THIS PRICING FORM MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL. ADDITIONAL INFORMATION MAY BE PROVIDED, BUT NO FEES MAY BE ADDED WHICH ARE NOT REPRESENTED ON THIS FORM. THE COUNTY RESERVES THE RIGHT TO REJECT ANY PROPOSALS CONTAINING ADDITIONAL FEES THAT ARE **NOT** INCLUDED ON THIS FORM.

1. Software license, including all modifications to meet specifications, installation, project management, travel, training for all users, and **all first year fees LUMP SUM:**

\$ \_\_\_\_\_

2. **Other Costs** not identified (i.e. 3<sup>rd</sup> party software)     \$ \_\_\_\_\_

- List:

\_\_\_\_\_  
\_\_\_\_\_

3. **Hourly rate** for supplemental programming modifications or Consulting services beyond the scope of the contract:

\$ \_\_\_\_\_

4. Pricing for proposed **hardware**:

TOTAL \$ \_\_\_\_\_

**MAINTENANCE**

1. Annual total fees for Year II (two) maintenance	\$ _____
2. Annual total fees for Year III (three) maintenance	\$ _____
3. Annual total fees for Year IV (four) maintenance	\$ _____
4. Annual total fees for Year V (five) maintenance	\$ _____

List any Exceptions or additional costs to this RFP:

\_\_\_\_\_  
\_\_\_\_\_



**Authorized Negotiators:**

Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

Title: \_\_\_\_\_

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**COMPANY REFERENCES:** List three (3) references for projects of similar size and nature. Governmental references are preferred over others. Use additional pages if necessary.

Entity:

Address:

City, State, Zip Code:

Telephone Number:

Project Description:

Project Dates: From \_\_\_\_\_ to \_\_\_\_\_

Contact Person & **Email** Address:

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Entity:

Address:

City, State, Zip Code:

Telephone Number:

Project Description:

Project Dates: From \_\_\_\_\_ to \_\_\_\_\_

Contact Person & **Email** Address:

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Entity:

Address:

City, State, Zip Code:

Telephone Number:

Project Description:

Project Dates: From \_\_\_\_\_ to \_\_\_\_\_

Contact Person & **Email** Address:

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**PROJECT MANAGER REFERENCES:** List three (3) references for projects managed, by the proposed Project Manager for the County, having similar size and nature. Governmental references are preferred over others. Use additional pages if necessary.

Entity:

Address:

City, State, Zip Code:

Telephone Number:

Project Description:

Project Dates: From \_\_\_\_\_ to \_\_\_\_\_

Contact Person & **Email** Address:

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Entity:

Address:

City, State, Zip Code:

Telephone Number:

Project Description:

Project Dates: From \_\_\_\_\_ to \_\_\_\_\_

Contact Person & **Email** Address:

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Entity:

Address:

City, State, Zip Code:

Telephone Number:

Project Description:

Project Dates: From \_\_\_\_\_ to \_\_\_\_\_

Contact Person & **Email** Address:

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**CERTIFICATIONS**

Contractor certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended.

\_\_\_\_\_ Yes      \_\_\_\_\_ No

Contractor certifies that it is aware that all contracts for the Construction of Public Works are subject to the Illinois Prevailing Wage Act (820 ILCS 130/1-12) \_\_\_\_\_ Yes      \_\_\_\_\_ No

Under penalties of perjury, I certify that \_\_\_\_\_ is my correct Federal Taxpayer Identification Number. I am doing business as a (please check one):

<input type="checkbox"/> Individual	<input type="checkbox"/> Real Estate Agent
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Government Entity
<input type="checkbox"/> Partnership	<input type="checkbox"/> Tax Exempt Organization
<input type="checkbox"/> Corporation	(IRC 501(a) only)
<input type="checkbox"/> Not-for-Profit Corporation	<input type="checkbox"/> Trust or Estate
<input type="checkbox"/> Medical and Health Care	
<input type="checkbox"/> Services Provider Corporation	

State full names, titles and addresses of all responsible principles and/or partners below;

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

**If needed, please submit any additional sheets.**

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**SIGNATURE PAGE**  
**PROPOSER'S CERTIFICATION**

I have carefully examined the Request for Proposal, Requirements for Statements of Qualifications, Scope of Work, and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to 120 days in order to allow the County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service. No officer, employee or agent of the County of McHenry or any other proposer is interested in said proposal and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

State of Incorporation \_\_\_\_\_

\_\_\_\_\_  
Individual - Partnership - Company - Corporation

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City, State, and Zip Code

\_\_\_\_\_  
By Printed Name and Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address

**End of Document**