



BAY COUNTY BOARD OF COUNTY COMMISSIONERS

**PURCHASING DEPARTMENT
840 WEST 11th STREET
SUITE 2500
PANAMA CITY, FLORIDA 32401**

INVITATION TO BID

ELECTION EQUIPMENT AND SOFTWARE

SUBMITTED BY:

ITB No. 15-13

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INSTRUCTIONS TO BIDDERS

**Some of the instructions below may not apply to all projects.
The scope of work/specifications shall control any conflicting provisions**

INTRODUCTION/SCOPE OF WORK

The Bay County Board of County Commissioners (County) seeks bids from Florida Certified Vendors for elections equipment and software as required under F.S.101.293, per Bid Specifications, **Attachment A**. Additional requirements are provided under the Florida Elections Code Rule 1S-2.004 Purchase, Sale and Uses of Voting Equipment and Systems, **Attachment B**. Any voting equipment or system must be certified under the Florida Election Code prior to its acquisition or purchase.

BID DEADLINE/DELIVERY

SEALED BIDS for ITB NO: 15-13 Elections Equipment and Software will be received by the BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA at the Purchasing Department 840 W. 11th Street, Suite 2500, Panama City, FL 32401 until Monday, March 9, 2015 at 2:00PM CT. Bids will be publicly opened immediately following the deadline.

Bids shall be delivered to the Board of County Commissioners Purchasing Department, at 840 W. 11th Street, Suite 2500, Panama City, Florida 32401, no later than the bid deadline. **Bidders should submit one (1) original labeled “Original” and one (1) copy labeled “Copy” of the bid package.** Bids shall be enclosed in a sealed envelope bearing the title of the work, the name of the bidder and the date for opening. It is the sole responsibility of the bidder to ensure that the bid is received on time. The County will check the bids and notify the selected bidder at the earliest opportunity. Each bid shall be valid to Bay County for a period of ninety (90) days after the bid opening.

Special Accommodation: Any person requiring a special accommodation at a Pre-Bid Conference or Bid opening because of a disability should call the Purchasing Department at (850) 248-8270 at least five (5) workdays prior to the Pre-Bid Conference or Bid opening. For Hearing Impaired, Dial 1-800-955-8771 (TOO), and 1- 800-955-8770 (Voice).

POINT OF CONTACT

The Purchasing Department will be the only point of contact for this bid. Under no circumstances may a bidder contact any County Commissioner, County Administrator, or County employee concerning this bid until after award. Any such contact may result in bid disqualification.

QUESTIONS

Bidders shall submit all questions, in writing, to the Purchasing Department at Purchasing@baycountyfl.gov or FAX to (850) 248-8276. All questions shall be submitted no later than 5:00 PM CT on Thursday, March 5, 2015.

ADDENDA

If any addenda are issued after the initial specifications are released, the County will notify the vendors via email.

It is the responsibility of the bidder prior to submission of any bid to contact the Purchasing Department to verify any addenda issued. The receipt of all addenda must be acknowledged on the addenda response sheet.

BID FORM

To receive consideration, all bids shall be made on the forms provided, properly executed and with all items filled out. Do not change the wording of the Bid Form and do not add words to the wording of the Bid Form. No conditions, limitations or provisions will be attached or added to the Bid Form by the bidder.

PAYMENT OF TAXES REQUIRED

Bids shall include sales tax and all other applicable taxes and fees.

Bids shall include proof of payment of property taxes. The Board of County Commissioners reserves the right to declare a bid as non-responsive should Bidder be delinquent in the payment of Bay County Property Taxes. Bidder shall provide proof of payment of Bay County Property Taxes if applicable or if there is no tax liability with Bay County the Bidder shall obtain a statement from the Bay County Tax Collector stating no taxes are owed. Bidder may contact the Bay County Tax Collector at:

Peggy C. Brannon, Tax Collector, Bay County
P.O. Box 2285, Panama City, FL 32402
Phone (850) 248-8501, Fax (850) 248-8541

WITHDRAWAL OF BIDS

Any bidder may withdraw his bid, either personally or by written request, at any time prior to the scheduled time for opening bids. No bidder may withdraw his bid for a period of 90 days after the date for opening and all bids shall be subject to acceptance by the County during this period.

BASIS OF AWARD

The contract will be awarded to the lowest, responsive, responsible bidder who has proposed the lowest qualified Contract Sum and is deemed qualified by Bay County, subject to the County's right to reject any or all bids and to waive informality and irregularity in the proposals and proposing.

RIGHT TO REJECT

The County reserves the right to:

- a. reject any or all Submittals received;
- b. select and award any portion of any or all Submittal items;
- c; waive minor informalities and irregularities in the Respondent's Submittal.

A Bid may be rejected if it is non-responsive or does not conform to the requirements and instructions in this ITB. A Bid may be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional Bids, incomplete Bids, indefinite or ambiguous Bids, failure to meet deadlines and improper and/or undated signatures. Other conditions which may cause rejection of Bids include evidence of collusion, obvious lack of experience or expertise to perform the required work, submission of more than one Bid for the same work from an individual, Respondent or corporation under the same or a different name, failure to perform or meet financial obligations on previous contracts. Bids may be rejected if not delivered on or before the date and time specified as the due date for submission of the Bid.

EXECUTION OF AGREEMENT

The successful bidder shall, within 10 days after receipt of the Notice of Award and the contract forms or documents, sign and deliver to the County Purchasing Director all required contract documents. The contractor shall also deliver any required bonds and policies of insurance or insurance certificate as required. All bonds and insurance documents shall be approved by the Bay County Risk Management Office before the successful bidder may proceed with the work.

Payments shall be made in accordance with the Florida Prompt Payment Act, Chapter 218, Florida Statutes.

AUDIT REQUIREMENTS

The Contractor shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. The County, the State of Florida, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five (5) years following Contract completion.

REPRESENTATIONS

The contract documents contain the provisions required for the project. Information obtained from an office, Director, or employee of the County for any other person shall not affect the risks or obligations assumed by the bidder or relieve the bidder from fulfilling any of the conditions of the contract.

PUBLIC ENTITY CRIMES STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submission of a proposal in

response to this document, the vendor certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.

EMPLOYMENT ELIGIBILITY VERIFICATION

Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Contractor during the term of the Contract to perform employment duties within Florida; and
2. All persons, including subcontractors, assigned by the Contractor to perform work pursuant to the contract with the Department.

By submission of a bid in response to this document, the contractor certifies compliance with the above requirements.

HOLD HARMLESS AND INDEMNIFICATION

- a. The Contractor shall indemnify and hold harmless the County, and its officers and employees, from any and all claims, suits, actions, damages, liabilities, expenditures, or causes of action of any kind, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage, or liability incurred by any of them, whether for bodily or personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with Contractor's performance of the contract or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor, or by any other person.
- b. The parties understand and agree that such indemnification by the Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Contract and any statutes of limitations thereafter.
- c. The Contractor's obligation shall not be limited by or in any way to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

DUTY TO PAY DEFENSE COSTS AND EXPENSES

- a. The Contractor agrees to reimburse and pay on behalf of the County the cost of the County's legal defense, through and including all appeals, and to include all attorneys' fees, costs, and expenses of any kind for any and all 1) claims described in the Hold Harmless and Indemnification paragraph or 2) other claims arising out of the Contractor's performance of the Contract and in which the County has prevailed.
- b. The County shall choose its legal defense team, experts, and consultants and invoice the Contractor accordingly for all fees, costs and expenses upon the conclusion of the claim.
- c. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

COMPLETE BID AMOUNTS: EXAMINATIONS OF SPECIFICATIONS

Bids shall be on the basis of unit price and shall be compensation in full for the complete work. The unit prices shall include all charges for completing the work and include layout, insurance, taxes, field office and supervision, overhead and profit, bonds and miscellaneous items needed to complete the bid. No allowance will be made to any bidder because of a claimed lack of examination or knowledge. The submission of a bid shall be construed as conclusive evidence that the bidder has made such examination. Bidders shall direct any questions or defectives to the County Purchasing Officer at least ten (10) calendar days prior to the bid opening date.

BID PROTEST

A notice of protest must be submitted within three business days after posting of the recommendation of award on the Bay County bulletin board.

The protest must be in writing, via e-mail, letter, or fax and must identify the protester and the solicitation and shall include a factual summary of the basis of the protest. The notice of protest is considered filed when it is received by the purchasing department. Further information can be found in section 2-114 of the Bay County Code.

PUBLIC RECORDS

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as many be provided by other applicable State or Federal Law, all Bidders should be aware that Invitation for Bids and the responses thereto are in the public domain. Proposers must identify specifically any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

PURCHASES BY OTHER PUBLIC AGENCIES

With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same pricing, terms, and conditions stated herein with no deviations allowed. This agreement in no way restricts or interferes with the right of any public agency or political subdivision to bid any or all of the items or services independently.

DISCLOSURE

The bidder must indicate any cash discounts or terms of discounts provided if the bid is accepted.

All deliveries of purchased equipment shall be subject to inspection at time of delivery and require written certification by the vendor of proper delivery.

Upon acceptance the Supervisor of Elections shall forward to the Division of Elections a copy of the vendor certification required by Section 101.294, F.S.

Sale of Voting Equipment and Voting System. Each governing body or Supervisor of Elections shall certify in writing to the Division the anticipated terms of the sale of voting equipment or system and that the sale will not adversely affect the Supervisor of Elections or the governing body's duties under federal or state law to comply with or perform as pertains to elections.

BAY COUNTY INSURANCE REQUIREMENTS

1. LOSS CONTROL/SAFETY

a. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

b. The County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that such stoppage will not shift responsibility for any damages from the Contractor to the County.

c. The Contractor acknowledges that possession, use, or threat of use of weapons or firearms is not permitted on County property, including in the Contractor's vehicles, unless such possession or use of a weapon is a necessary and an approved requirement of the contract.

2. DRUG FREE WORK PLACE REQUIREMENTS

All contracts with individuals or organizations that wish to do business with the Bay County Board of Commissioners, a stipulation will be made in the contract or purchase order that requires contractors, subcontractors, vendors or consultants to have a substance abuse policy. The employees of such contractors, subcontractors, vendors or consultants will be subject to the same rules of conduct and tests as the employees of the Bay County Board of Commissioners. In the event of an employee of a supplier of goods or services is found to have violated the Substance Abuse Policy, that employee will be denied access to the County's premises and job sites. In addition, if the violation(s) is/are considered flagrant, or the County is not satisfied with the actions of the contractor, subcontractor, vendor, or consultant, the County can exercise its right to bar all of the contractor's, subcontractor's, vendor's, or consultants employees from its premises or decline to do business with the contractor, subcontractor, vendor or consultant in the future. All expenses and penalties incurred by a contractor, subcontractor, vendor or consultant as a result of a violation of the County's Substance Abuse Policy shall be borne by the contractor, subcontractor, vendor, or consultant.

3. INSURANCE - BASIC COVERAGES REQUIRED

a. The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County, on policies and with insurers acceptable to the County. These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

b. Except for workers' compensation and professional liability, the Contractor's insurance policies shall be endorsed to name the County as an additional insured to the extent of the County's interests arising from this agreement, contract, or lease.

c. Except for workers' compensation, the Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

d. The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

e. Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the County, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

f. **WORKERS' COMPENSATION COVERAGE**

The Contractor shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least **\$500,000 each accident and \$500,000 each employee/\$500,000 policy limit for disease**. The Contractor shall also purchase any other coverages required by law for the benefit of employees. The Contractor shall provide to the County an Affidavit stating that he meets all the requirements of Florida Statute 440.02(14)(d).

g. **GENERAL, AUTOMOBILE AND EXCESS OR UMBRELLA LIABILITY COVERAGE**

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial or Comprehensive General Liability and Business Auto policies of the Insurance Services Office. **Minimum limits of \$1,000,000 per occurrence** for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers' compensation Coverage section) and the amount of coverage required.

h. **GENERAL LIABILITY COVERAGE**

Commercial General Liability - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement contract or lease, and broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures. Coverage B shall include personal injury. Coverage C, medical payments, is not required.

i. **PRODUCTS/COMPLETED OPERATIONS**

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

j. **BUSINESS AUTO LIABILITY COVERAGE**

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

k EXCESS OR UMBRELLA LIABILITY COVERAGE

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

l CERTIFICATES OF INSURANCE

1. Required insurance shall be documented in Certificates of Insurance which provide that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change. The Certificate Holder will be addressed as the BAY COUNTY BOARD OF COMMISSIONERS, 840 W. 11th Street, Panama City, Florida 32401. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to this address. Each Certificate will address the service being rendered to the County by the Contractor. **The County shall be named as an Additional Insured for both General Liability and Business Auto Liability.**

2. New Certificates of Insurance are to be provided to the County at least 15 days after coverage renewals.

3. If requested by the County, the Contractor shall furnish complete copies of insurance policies, forms and endorsements.

4. For the Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of the liability coverage.

m RECEIPT OF INSUFFICIENT CERTIFICATES

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

4. **ADDITIONAL INSURANCE**

If checked below, the County requires the following additional types of insurance.

☐ **Professional Liability/Malpractice/Errors or Omissions Coverage**

The Contractor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of _____ per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

☐ **Property Coverage for Leases**

The Contractor shall procure and maintain for the life of the lease, all risk/special perils (including sinkhole) property insurance (or its equivalent) to cover loss resulting from damage to or destruction of the building and personal property/contents. The policy shall cover 100% replacement cost, and shall include an agreed value endorsement to waive coinsurance.

☐ **Commercial General Liability Increased General Aggregate Limit (or separate aggregate)**

Because the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of _____ is required by the County for this agreement or contract.

☐ **Liquor Liability**

In anticipation of alcohol being served, the Contractor shall provide evidence of coverage for liquor liability in an amount equal to the general/umbrella/excess liability coverage. If the general liability insurance covers liquor liability (e.g. host or other coverage), the Contractor's agent or insurer should provide written documentation to confirm that coverage already applies to this agreement, contract or lease. If needed coverage is not included in the general/umbrella excess liability policy(ies), the policy(ies) must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required.

☐ **Owners Protective Liability Coverage**

For renovation or construction contracts the Contractor shall provide for the County an owners protective liability insurance policy (preferably through the Contractor's insurer) in the name of the County. This is redundant coverage if the County is named as an additional insured in the Contractor's Commercial General Liability insurance policy. However, this separate policy may be the only source of coverage if the Contractor's liability coverage limit is used up by other claims.

☐ **Builders Risk Coverage**

Builders Risk insurance is to be purchased to cover subject property for all risks of loss (including theft and sinkhole), subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the Installation Floater and

Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided. If flood and/or earthquake risks exist, flood and earthquake insurance are to be purchased. If there is loss of income, extra expense and/or expediting expense exposure, such coverage is to be purchased. If boiler and machinery risks are involved, boiler and machinery insurance, including coverage for testing, is to be purchased.

The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the County and all contractors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

☐ **Installation Floater Coverage**

Installation Floater insurance is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Contractor, including off-site storage, transit and installation.

The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

☐ **Motor Truck Cargo Coverage**

If the Installation Floater insurance does not provide transportation coverage, separate Motor Truck Cargo or Transportation insurance is to be provided for materials or equipment transported in the Contractor's vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

☐ **Contractor's Equipment Coverage**

Contractor's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the Contractor. All risks coverage is preferred. The contract may declare self-insurance for contractor equipment.

☐ **Fidelity/Dishonesty/Liability Coverage – Third Party**

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Other Party's employees resulting in a loss to decedent, i.e. theft of valuables.

☐ **Fidelity/Dishonesty Coverage for Employer (Contractor)**

Fidelity/Dishonesty insurance is to be purchased to cover dishonest acts of the Contractor's employees, including but not limited to theft of vehicles, materials, supplies, equipment, tools, etc., especially property necessary to work performed.

☐ **Fidelity/Dishonesty/Liability Coverage for County**

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Contractor's employees resulting in loss to the County.

☐ **Electronic Data Liability Insurance**

The Other Party shall purchase Electronic Data Liability with limits of

☐ **Garage Liability Coverage**

Garage Liability insurance is to be purchased to cover the Contractor and its employees for its garage and related operations while in the care, custody and control of the County's vehicles.

☐ **Garage Keepers Coverage (Legal Liability Form)**

Garage Keepers Liability insurance is to be purchased to cover damage or other loss, including comprehensive and collision risks, to the County's vehicles while in the care, custody and control of the Contractor. This form of coverage responds on a legal liability basis, and without regard to legal liability on an excess basis over any other collectible insurance.

☐ **Damage to Premises Rented/Leased to you- (Legal Liability Form)**

Provide property coverage for leased premises due to liability incurred because the insured's negligence results in fire or explosion. Specified limit of liability required.

☐ **Watercraft Liability Coverage**

Because the Contractor's provision of services involves utilization of watercraft, watercraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft, including owned, non-owned and hired.

Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of a separate policy coverage Watercraft Liability or Protection and Indemnity.

☐ **Aircraft Liability Coverage**

Because the Contractor's provision of services involves utilization of aircraft, aircraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any aircraft, including owned, non-owned and hired.

The minimum limits of coverage shall be _____ per occurrence, Combined Single Limits for Bodily Injury (including passenger liability) and Property Damage.

☐ **Pollution Legal Liability Coverage**

Pollution legal liability insurance is to be purchased to cover pollution and/or environmental legal liability which may arise from this agreement or contract.

☐ **United States Longshoremen and Harbor workers Act Coverage**

The Workers Compensation policy is to be endorsed to include United States Longshoremen and Harbor workers Act Coverage for exposures which may arise from this agreement or contract.

☐ **Jones Act Coverage**

The Workers Compensation policy is to be endorsed to include Jones Act Coverage for exposures which may arise from this agreement or contract.

BID FORM

ITB NO: 15-13 ELECTION EQUIPMENT AND SOFTWARE

This proposal of the vendor signed below, hereinafter called "BIDDER," organized and existing under the laws of the State of _____ doing business as _____ (Insert "a corporation", "a partnership" or "an individual" as applicable), is hereby submitted to the Board of County Commissioners, Bay County.

BIDDER hereby proposes to perform all work according to this bid document.

1. New Equipment/Software

Title	Quantity	Bid Price
Precinct Optical Scan Unit	70	
Ballot Box with Emergency Bin	70	
Precinct Optical Scan Wireless Modem	70	
High Speed Tabulator System	2	
Network Hardware	System/With Backup System	
Annual Maintenance Fees/License Fees		
Tabulation Software (Package to include Audio Capability English Only)		
Ballot on Demand Software		
AutoMARK Software		
Other Software (_____)		

Sub-Total: _____

2. Training/Installation/Warranty Other Related Costs

Title	Quantity	Bid Price
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
Other Software (_____)		

Sub -Total: _____

Grand-Total: _____

(Subtotal 1 + 2)

3. Trade-in Allowance

Title	Quantity	Bid Price
ES&S Model 100 Precinct Optical Scan/Modem Ready Unit	68	_____
Model 100 Ballot Box with Emergency Bins	68	_____
ES&S M650 (Visible Green) High Speed Tabulator System	2	_____
ES&S Unity V Software (Audio Capability and BOD Capability)		_____
		Sub-Total: _____
		Adjusted Grand-Total: _____

Submitted By: _____
Name of Vendor Submitting This Bid

Bid Prepared By: _____
Name of Individual Who Prepared This Bid

Contact Email: _____

Address: _____

Phone: _____

Contractor's License No. _____

Signature of Vendor's Authorized Representative

Date

SEAL: (If bid is by Corporation)

ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of the following addenda:

ADDENDUM NO. _____

DATED _____

ADDENDUM NO. _____

DATED _____

ADDENDUM NO. _____

DATED _____

ADDENDUM NO. _____

DATED _____

ADDENDUM NO. _____

DATED _____

Name of Vendor: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

It is the responsibility of the vendor to ensure that they have received addendums if issued.

Call (850) 248-8270 or email Purchasing@baycountyfl.gov prior to submitting your bid to ensure that you have received addendums.

ANTI-COLLUSION CLAUSE

Vendor certifies that their response is made without prior understanding, agreement or connection with any Corporation, Vendor or person submitting a response for the same services and is in all respects fair and without collusion or fraud.

Name of Vendor: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all vendors, must disclose if any Bay County Board of County Commissioner(s), employee(s), elected officials(s), or any of its agencies is also an owner, corporate officer, agency, employee, etc., of their vendor.

Indicate either “yes” (a county employee, elected official, or agency is also associated with your vendor), or “no”. If yes, give person(s) name(s) and position(s) with your vendor.

YES_____

NO_____

NAME(S)

POSITION(S)

Name of Vendor: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

IDENTICAL TIE BIDS/DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more submittals, which are equal with respect to price, quality, and service, are received by the County for the procurement of commodities or contractual services, a submittal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied firms have a drug-free workplace program. To have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify the following:

(Check one and sign in the space provided.)

_____ This firm complies fully with the above requirements.

_____ This firm does not have a drug free work place program at this time.

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

ATTACHMENT A BID SPECIFICATIONS

Any and all specifications of election voting equipment hardware or software must meet Florida Division of Election Certification Standards and approval including its compliance with Section F.S. 101.5606 Requirements for approval of systems.

Date of Issuance: 02/26/2015

Closure of Bid Date: 03/09/2015 Time 2:00 PM CT

Public Opening of Bids: 03/09/2015 Time 2:01 PM CT

Delivery Requirements:

Deliver to: Bay County Supervisor of Elections Mark Andersen
830 w. 11th Street Panama City, FL. 32401
Ph 850-784-6100
Email baysuper@bayvotes.org

Delivery Date Conditions Required:

- Deliver to 830 w. 11th Street Panama City, FL. 32401 **no later than April 30th, 2015**
- The bidder must include all costs for delivery, storage, freight and packing to the address on the bid invitation unless otherwise specified.
- Delivery of incoming equipment shall be included in the Bid
- Cost to Deliver/Return Trade-In equipment shall be paid for by the bidder

Payment: Payment will be provided in full within 45 days from final day of acceptance testing completion.

Training: Vendor shall provide training for equipment and software and will include the price on the Bid Form.

ATTACHMENT B
FLORIDA STATUTE 1S-2.004

Purchase, Sale, and Uses of Voting Equipment and Systems

(1) Purpose. This rule provides uniform policies, procedures and best practices for the purchase, sale, and use of voting equipment or system including assessments of certified voting systems and beta testing of pre-certified modifications to certified voting systems.

(2) Definitions. The terms herein have the following meaning:

(a) "Beta Test" means any activity that assesses a change or modification to a county's certified voting equipment or system in preparation for the state's formal certification or approval process.

(b) "Division" means the Division of the Florida Department of State.

(c) "Governing body" is defined as set forth in Section 101.292(1), F.S.

(d) "Purchase" refers to a contract to buy, lease, rent, or acquire voting equipment or system.

(e) "Sale" refers to a contract to sell or otherwise dispose of voting equipment or system in return for a valuable consideration.

(f) "Voting equipment" is defined as set forth in Section 101.292(2), F.S.

(g) "Voting system" is defined as set forth in Section 97.021(44), F.S.

(3) Regulations for Purchase.

(a) Competitive Solicitation Process.

1. When the individual or combined total purchase or sale price of voting equipment or system exceeds the threshold amount for Category Two purchases under Section 287.017, F.S., the governing body shall follow the applicable local procurement policies, procedures and rules for competitive solicitation to the extent not otherwise addressed in this subsection.

2. If the governing body determines, pursuant to Section 101.293, F.S., that an emergency situation exists or that there is only a single source available for the voting system or equipment, the chair of the governing body shall certify the situation and conditions for the exception to the Division within 10 days of the governing body's approval to acquire the equipment or system outside the competitive solicitation process and any requirements in this subsection.

3. The governing body shall enter all bids, tabulations of bids, and responses related to bids in a permanent record and maintain the record for public inspection upon request, subject to exemptions or restrictions under applicable public records and copyright laws.

(b) Notice of Bid. The governing body shall provide notice to the Division of all invitations to bid for the purchase of new or used voting equipment or system subject to this subsection.

(c) Content of Competitive Bid. All bid invitations shall specify at a minimum, the following information:

1. Name and address of governing body.

2. Date of issuance.

3. Required time, place and terms of delivery and any other delivery conditions.

4. Date, hour and place of opening bids.

5. Surety requirements, if any.

6. Quantity of voting equipment or system to be furnished under each item.
 7. Any specifications or other description establishing the capability of such voting equipment or system including its compliance with Section 101.5606, F.S.
 8. A statement that the voting equipment or system must be certified under the Florida Election Code prior to its acquisition or purchase.
 9. A statement that the governing body reserves the right to reject any and all bids.
 10. A statement that the bidder must indicate any cash discounts or terms of discounts provided if the bid is accepted.
 11. A statement that the bidder must include all costs for delivery, storage, freight and packing to the address on the bid invitation unless otherwise specified.
 12. Any other general conditions or special provisions that the bidder must meet or that are otherwise required by the governing body.
- (d) Deliveries. All deliveries of purchased equipment shall be subject to inspection at time of delivery and require written certification by the vendor of proper delivery.
- (e) Acceptance. The Supervisor of Elections shall forward to the Division a copy of the vendor certification required by Section 101.294, F.S.
- (f) Notice of Rejection. A governing body or supervisor of elections may reject a voting equipment or system that fails in any respect to meet the standards for certification under state law, that fails to meet the specifications upon which the award was based or representations of the vendor, or that is defective. Notice of any rejection, based on defects that would be disclosed at the time of delivery or by ordinary methods of inspection, will be given to the supplier and the carrier within 10 days after delivery of the item(s). Notice of latent defects that would make the items unfit for the purpose intended may be given by the governing body or Supervisor of Elections any time after acceptance.
- (4) Sale of Voting Equipment and Voting System. Each governing body or Supervisor of Elections shall certify in writing to the Division the anticipated terms of the sale of voting equipment or system and that the sale will not adversely affect the Supervisor of Elections or the governing body's duties under federal or state law to comply with or perform as pertains to elections.
- (5) Uses of voting equipment or system.
- (a) Routine use. No equipment or software may be used with a voting system unless listed within the voting system's current certification or earlier version, or a configuration defined within the voting system's documentation. Critical elements of the voting system may be replicated to serve as a backup system. Critical elements include the software and database modules that comprise the election management system. Unmodified commercial-off-the-shelf (COTS) items may be replaced with like-kind items upon written concurrence from the voting system vendor and the Division. A vendor's uniquely qualified COTS that must comply with the vendor's Florida certification may not be replaced with like-kind items.
- (b) Improvement to the election process. A certified system may be used in any manner approved by the vendor in an effort to improve the election process. However, any deviation from the documented procedures or manual for use and operation of the voting system must be approved in writing by the Division and notice provided to the

vendor. Such documentation may be in the form of user notes, technical bulletins, or other suitable format.

(c) Training and education. A voting system may be used for training or educational purposes, provided security procedures include backup and sufficient safeguards to protect the database(s) and software from inadvertent or intentional corruption.

(d) Assessment. A Supervisor of Elections or a governing body may use a certified voting system in an assessment to examine or evaluate the system's security procedures, access control, system reliability and accuracy. The Supervisor of Elections shall implement appropriate procedures. A duplicate or backup voting system in lieu of a live system shall be used in any assessment whenever practicable.

1. An assessment may be conducted as a routine test, a system audit or an examination of the functionality of the software and firmware, including penetration testing. An assessment may also be conducted to identify or detect or to further examine any identified or detected potential or actual deficiency, problem, vulnerability or flaw in a certified voting system that relates to its hardware, software, design, operation, vote tabulation, access control, system reliability and accuracy, or security including the potential for unauthorized manipulation and fraud. If a potential or actual deficiency, problem, vulnerability is identified or detected, the Supervisor of Elections must notify the Division and the affected vendor in writing no later than 10 days regardless of whether an assessment is conducted. The notice must include a description of the actual or proposed process to replicate, correct or mitigate the deficiency, problem, vulnerability or flaw.

2. Although the Supervisor of Elections is responsible for the conduct of an assessment, he or she may use the services of an independent professional person or entity. The services of an appropriate skill assessment team who are educated and experienced in assessments and whose credentials have been approved by the governing body may be used.

3. The Supervisor of Elections shall notify in writing the Division of its intent to conduct an assessment and include a test plan.

4. No assessment may be conducted within 45 days of a special, primary, general or presidential preference primary election.

5. Subject to minimum security standards for voting systems and the public records and copyright laws, the assessment of the voting system shall be conducted in public, and on location in the county of the respective Supervisor of Elections. The Supervisor of Elections shall publish on his or her official website, 14-day advance notice of the scheduled assessment. The supervisor shall also notify the vendor(s) of the certified voting system or equipment components affected by the test or assessment.

6. The Division may be present at the assessment or have access, in accordance with authority under Section 101.58, F.S.

7. The Supervisor of Elections shall ensure that the process and results of the assessment are documented. A written report shall be submitted to the Division no later than 20 days after the assessment is completed. The report shall include any recommendations for addressing any identified potential or actual deficiency, problem, vulnerability, or flaw. The Supervisor of Elections shall also

flag all information in the report that is confidential and exempt under the public records law or otherwise protected under the copyright laws in a separate addendum to the report.

8. A copy of the report shall also be provided to the vendor(s) whose equipment or system was the subject of the assessment. The vendor(s) of the voting equipment or system affected by the assessment has 10 days from receipt of the assessment report to respond in writing to the Supervisor of Elections, the governing body and the Division.

9. The Supervisor of Elections shall develop and implement all available security procedures to correct or mitigate any adverse effect resulting from a deficiency, problem, flaw or vulnerability identified or detected by the assessment report.

10. After review of the report and vendor's response, the Division shall conduct, as needed, further studies, issue technical advisories to the supervisors of elections and the governing body regarding the results of the assessment, implement revised or new minimum security standards pursuant to Section 101.015(4), F.S., relating to the voting system, and determine if changes to the systems need to be made for subsequent certification.

(e) Beta testing. A Supervisor of Elections may conduct a beta test of non-certified voting equipment or system. A beta test can use a certified system, but the certified system needs to be imaged and reinstalled after the beta test. A system image is a copy of the entire state of a computer system stored in a non-volatile location.

1. The Supervisor of Elections shall provide written notice to the Division of its intent to conduct a beta test and include a test plan. The test plan must include, at a minimum, information about how or whether the new voting equipment or system or a certified voting equipment or system is being altered for purposes of the beta-test. The test plan must also include provisions that comply with the public records and copyright laws.

2. The Division of Election will review the test plan before the beta test is conducted. The Division does not need to approve the test plan if secondary hardware units will be used to conduct the assessment.

3. A beta test may not be performed within 45 days of a special, primary, general or presidential preference primary election.

4. The Supervisor of Elections shall ensure that the process and results of the beta test are documented. After completion of the beta test, a written report must be submitted to the Division and the vendor(s) whose voting equipment or system was beta tested. The test report shall include any recommendations for addressing any identified potential or actual deficiency, problem, vulnerability, or flaw. The Supervisor of Elections shall also flag all information in the test report that is confidential and exempt under the public records law or otherwise protected under the copyright laws in a separate addendum to the report.

(6) Notice of issues.

1. At any time during the purchase, sale, or use of voting equipment or voting system, a Supervisor of Elections or the governing board discovers that the equipment or system fails in any respect to meet the standards for certification under state law or fails to meet the specifications upon which a contract, agreement or other written representation was based, the Division shall be notified in writing.

2.A vendor of a certified voting system shall immediately notify the Division of any condition that may cause the vendor's product to fail in any respect to meet the standards for certification of voting equipment or system under state law.

3.The Division shall notify Supervisors of Elections when a certified voting equipment or voting system fails in any respect to meet the standards for certification under state law or when it has identified a potential or actual deficiency, problem, vulnerability or flaw identified or detected in a certified voting system that relates to its hardware, software, design, operation, vote tabulation, access control, system reliability and accuracy, or security. Such notice may be in the form of a technical advisory or bulletin, or other suitable format.

(7) Vendor Lists Maintained. The Division shall maintain on its website a current list of vendors for certified voting equipment and systems in the State.

Rulemaking Authority 20.10(3), 97.012(1), 101.293(2), 101.294 FS. Law Implemented

97.012(5), 101.015(7), 101.017, 101.292, 101.293, 101.294, 101.295, 101.5604,

101.5605(3)(b), 101.5605(4), 101.5607(1)(c), 101.58 FS. History—New 12-20-73, Amended 1-

19-74, Repromulgated 1-1-75, Amended 5-20-75, Formerly 1C-7.04, Amended 7-7-86, Formerly

1C-7.004, Amended 1-2-12.