

May 19, 2015 RFP # 100- 15

REQUEST FOR PROPOSAL

то:	Prospective Offerors
REQUEST FOR PROPOSAL NO.:	100-15 (Full document available for download at http://paca.jccal.org)
SEALED PROPOSAL FOR:	"ELECTRONIC VOTING COUNTING SYSTEM (Precinct Tabulator Equipment)"
IMPORTANT	SOLICITATION DATES
PROPOSAL DUE DATE: Friday, June 5, 2015 by 5:00 PM CST	

Return responses to this Request for Proposal in a sealed envelope marked:

RFP #100 -15 "ELECTRONIC VOTING COUNTING SYSTEM

(Precinct Tabulator Equipment)"
Jefferson County Courthouse
Purchasing Division, Room 830
716 Richard Arrington Jr. Blvd North
Birmingham, AL 35203-0009

TELEPHONE INQUIRIES – NOT ACCEPTED

Telephone inquiries with questions regarding clarification of any and all specifications of the RFP will not be accepted. All questions **must** be written and e-mailed to Annie Ward at <u>warda@jccal.org</u>, no later than the end of business on Wednesday, May 27, 2015.

Submissions may be withdrawn, modified, and resubmitted prior to the formal proposal opening due date. **Any submission modification(s) submitted after the "Proposal Opening Due Date" will not be considered.**

The County reserves the right to accept or reject any or all proposals, or any part of any proposal, and to waive any informalities or irregularities in the proposal.

All costs incurred by the company to respond to this solicitation will be wholly the responsibility of the Offeror. All copies and contents of the proposal, attachments, and explanations thereto submitted in response to this RFP, except copyrighted material, shall become the property of the Jefferson County Commission regardless of the firm selected. Any materials submitted in response to this solicitation shall not be returned. Response to this solicitation does not constitute an agreement between the Offeror and the County.

The County is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the County, or any other means of delivery employed by the Offeror. Similarly, the County is not responsible for, and will not open, any proposal responses which are received later than the date and time indicated above. Late proposal responses will be retained in the RFP file, unopened.

Released by:	
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REQUEST FOR PROPOSAL #100-15

"ELECTRONIC VOTING COUNTING SYSTEM PRECINCT TABULATING EQUIPMENT, SOFTWARE AND MAINTENANCE"

ANNIE WARD

PRINCIPAL BUYER

Room 830 *716 Richard Arrington Jr. Blvd North

Birmingham, Alabama 35203

Phone: (205) 325-8779

Email: warda@jccal.org

PURCHASING ASSOCIATION OF CENTRAL ALABAMA TO ALL BIDDERS:

The attached ITB/RFP presents a cooperative bid/proposal for the Purchasing Association of Central Alabama (PACA) members below:

Alabama School of Fine Arts Hoover, City of Palmerdale Fire Department Alabaster Board of Education Hueytown, City of Pelham, City of Bessemer, City of Indian Ford Fire District Pelham Board of Education Bessemer Board of Education Irondale, City of Pelham Civic Center Birmingham Board of Education Jefferson County 911 Emergency Pelham Water Department Birmingham-Jefferson Civic Center Communication District, Inc. Pell City School System Birmingham Public Library Jefferson County Board of Education Pinson, City of Birmingport Fire Districts **Jefferson County Commission** Pleasant Grove, City of Brookside, City of Jefferson County Assisted Housing Corp Rocky Ridge Fire/Rescue Cahaba Valley Fire & Rescue **Jefferson County Housing Authority** Shannon Fire Department Center Point, City of Jefferson County Library Coop Shelby County Board of Education Center Point Fire District Jefferson State Community College St. Clair County Board of Education Chelsea, City of Kimberly, Town of Sylvan, Town of Chilton/Shelby Mental Health Board Kingdom Volunteer Fire Department Tarrant, City of Clay, City of Lawley Fire Department Tarrant City Board of Education Concord Fire Department Lawson State Community College Trussville Board of Education Eastern Valley Volunteer Fire Dept Leeds Board of Education Trussville Volunteer Fire Department Fairfield Board of Education Leeds, City of Tuscaloosa County Board of Education Forestdale Fire Department McAdory Fire Departments **Tuscaloosa County Commission** Four Mile Fire Department Midfield, City of Vestavia Hills, City of Fultondale, City of Midfield Board of Education Vestavia Hills Board of Education Glennwood Fire District Minor Heights Fire Department Walker County Board of Education Gardendale, City of Morris, City of Warrior, City of Harris Early Learning Center Mountain Brook, City of Warrior River Fire & Rescue Service Helena, City of Mountain Brook Board of Education Homewood, City of North Shelby Fire Department Other government entities and all school systems within Jefferson County and counties adjoining thereto may elect to participate in this

Other government entities and all school systems within Jefferson County and counties adjoining thereto may elect to participate in this cooperative bid. Vendors must agree that if any additional government entity does join the Association, vendors shall honor prices on this Invitation to Bid for those additional entities that may join the Association.

ITB/RFP #: **100-15**

Commodity: "ELECTRONIC VOTING SYSTEM"

Principal Buyer: ANNIE WARD Telephone: (205) 325-8779

The proposal award will be made by the Jefferson County Commission on behalf of the Association in accordance with the provision of the intergovernmental agreement between the Jefferson County Commission and the members of the Association. <u>Each participating governmental entity of the Association will be responsible for issuing its own purchase orders, delivery instructions, invoicing, insurance requirements, and issue its own tax exemption certificate as required by vendors.</u>

This cover letter is considered an integral part of this Request for Proposal document and shall be included by reference into any contract.

	Acknowledged by
Vendor Name	Authorized Signature/Title



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1. INTRODUCTION

1.1 INTRODUCTION AND PURPOSE STATEMENT

The Jefferson County Commission Elections Department is considering replacing the Electronic Vote Counting System Precinct Tabulator equipment in Jefferson County, Alabama. There are 410,898 registered voters and 173 polling locations in Jefferson County. The successful vendor shall be responsible for delivery of equipment, training, acceptance testing and maintenance.

The County is soliciting proposals from qualified firms to provide Electronic Voting Counting System Precinct Tabulator Equipment. By submitting a response your organization is confirming its interest to contract with the County to provide the specified equipment and services requested in this RFP. If an award is made, a contractual agreement will be established with the successful vendor. The acquisition of this equipment is on a very tight delivery schedule in order to meet the established 2016 election schedule.

2. GENERAL INFORMATION

2.1 SCOPE OF SERVICE

Provide and deliver precinct tabulating equipment, software, training and maintenance support.

2.2 TIME LINE

- 1. The implementation of this project will have the following Deadlines:
 - a. Phase One: All equipment and software shall be delivered by September 1, 2015 to Jefferson County Commission, General Services Operations Center Election Warehouse located at: 520 Medco Road Birmingham, Alabama 35217. Hours of operation: 7:00 A.M. to 4:00 P.M. Central Time.
 - b. Phase Two: All equipment and software shall be installed and acceptance testing shall be completed by October 1, 2015. In addition, all required operational and software training shall be completed prior to October 1, 2015 in order to allow for proper preparation for the Presidential Preference Primary / Statewide Primary Elections in Jefferson County, Alabama.

2.3 PROPOSAL SCHEDULE

Release of RFP: Date: Tuesday, May 19, 2015
Receipt of Questions: Date: Wednesday, May 27, 2015
Answers to Questions: Date: Friday, May 29, 2015
Posted as Addendum: Date: Friday, May 29, 2015
Proposal Due Date: Date: Friday, June 5, 2015



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2.4 INVOICING

All invoices must agree with the purchase order in description and price and include the following information:

- a. Purchase Order Number
- b. Ship-to department name and address.

In order to ensure prompt payment, <u>ALL ORIGINAL INVOICES</u>* MUST BE SENT TO:

Jefferson County Commission

Finance Department Room 820 County Courthouse 716 Richard Arrington Jr., Blvd., North Birmingham, AL 35203

*If invoice does not agree with purchase order, credits or a corrected invoice will be required in order for the County to process payment. Invoices that do not reference an authorized Purchase Order will be returned to the bidder.

2.5 BID BOND

Each bidder will furnish with response a bid bond or cashier's check for five percent (5%) of any bid exceeding \$25,000.00. PROPOSALS SUBMITTED WITHOUT A BID BOND OR CASHIER'S CHECK WILL NOT BE ACCEPTED.

2.6 PERFORMANCE BOND

Successful bidder will furnish surety bond equal to the amount of contract at no cost to the County, to guarantee that all conditions and specifications of this Invitation will be fulfilled. Bond will be furnished to the Purchasing Agent not later than 14 days after requested. Bidders may submit a Cashier's Check or Letter of Credit payable to Jefferson County in the amount of the bond and drawn on a local Alabama Bank.

3. **SPECIFICATIONS**

3.1 REQUIRED CERTIFICATION

- 1. Federal Certification
 - i. The Electronic Vote Counting System Precinct Tabulator proposed must be certified by the United States Election Assistance Commission (EAC), (include copy of EAC certification with proposal).
- 2. Alabama Certification
 - i. The Electronic Vote Counting System Precinct Tabulator proposed must be certified by the Alabama Electronic Voting Committee (AEVC) pursuant to §17-7-23 (include copy of AEVC certification with proposal).



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3.2 TECHNICAL SPECIFICATIONS

3.2.1 General Equipment Requirements

- 1. Vendor shall supply 440 Electronic Vote Counting System Precinct Tabulators (optical scan).
- 2. Vendor shall supply 440 Ballot Boxes for the Electronic Vote Counting System Precinct Tabulators.
 - a. Be capable of withstanding transport conditions that may include extremely bumpy roads, exposure to heat, cold, humidity and dust without incurring damage during transportation or becoming inoperable as a result of such transport.
 - b. Be capable of withstanding frequent loading and unloading, stacking and unstacking, assembling/disassembling, and other routine handling in the course of normal storage and operation.
- 3. Vendor shall supply 100 carrying cases that provides the ability to effectively and efficiently transport the device by hand while also offering protection against damage.
- 4. Vendor shall supply Election Management System (EMS) Software and firmware for:
 - a. 440 new Electronic Vote Counting System Precinct Tabulators
 - b. 3 existing DS850 High Speed Scanners & Tabulator
 - c. 3 existing Balotar Ballot On Demand Printers
 - d. 200 existing AutoMARK Voter Assist Terminals
- 5. Vendor shall describe current maintenance plan and support operations including the processes typically involved in returning, replacing, or repairing failed components for:
 - a. 440 new Electronic Vote Counting System Precinct Tabulators
 - b. 3 existing DS850 High Speed Scanners & Tabulator
 - c. 3 existing Balotar Ballot on Demand Printers
 - d. 200 existing AutoMark Voter Assist Terminals
- 6. Vendor must own the source code and have direct full-time access to trained election software engineers familiar with election system software to make on-going changes and updates to the system as deemed required by Federal / Alabama State law.
- 7. Vendor must own the intellectual property of the voting system software and firmware in order to make software and/or firmware upgrades required by law.
- 8. Vendor shall provide all necessary equipment and accessories, power cords, memory media, and paper rolls.
- 9. Vendor must provide a description of the proposed equipment, size, setup and transport features (i.e. carrying case weight). It must also include a narrative detailing the initial delivery and rollout plan and software training.

3.2.2 Specific Precinct Tabulating System Requirements

- 1. Equipment shall operate on standard 110/120V AC power.
- 2. Contain internal battery source that in the event of loss of AC power, it permits the device to continue normal operations for a minimum of 2 consecutive hours.
- 3. Have an attached printer capable of generating a zero report and an election summary report for the election loaded on the device.
- 4. Prohibit the loading or updating of firmware while the device is set for election or in election mode.



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- 5. Scan voted paper ballots (14", 17", and 19")
 - a. Accept ballots in any of the four possible orientations (face up, face down, header in first, footer in first).
- 6. Maintain and display a visible numeric count of the total number of ballots cast since the election was opened during the voting period (i.e. 7:00 A.M. to 7:00 P.M.).

3.2.3 Software Requirements

- 1. EMS system must be capable of coding/exporting/importing to existing Jefferson County high speed scanner & tabulator (DS850).
- 2. EMS system must be capable of coding/exporting/importing to existing Jefferson County voter assist terminal (AutoMark).
- 3. EMS system must be capable of coding/exporting/importing to existing Jefferson County ballot on demand printer (Balotar).

3.2.4 Operating System Compatibility

- 1. The system shall be compatible with Jefferson County's existing equipment including the Balotar (Ballot on Demand Printer), DS850 (Central Scanner), and AutoMARK Voter Assist Terminal.
- 2. Equipment's software must operate in a Windows environment on Windows 7 or newer.

3.2.5 Training

- 1. The vendor shall provide detailed instructions and instructional materials to Jefferson County on all aspects of the hardware and software, including but not limited to on-site hands-on training in:
 - a. early voting;
 - b. setup and operation of all system components;
 - c. troubleshooting procedures, both in the office and in the field;
 - d. demonstrating the system at the polls.

3.2.6 **Project Managers**

- The Jefferson County Commission Elections Department shall provide a qualified, professional project manager who will be assigned to the project to oversee all contractual obligations and responsibilities, serving as the primary contact for the vendor. This project manager will be available for meetings, discussions, and reviews and will interact between the Jefferson County Commission Elections Department and the vendor.
- 2. The vendor shall provide a qualified, professional project manager who will be assigned to the project to oversee contractual obligations and responsibilities, serving as the primary contact for the Jefferson County Commission Elections Department. This project manager will be available for meetings, discussions, and reviews and will interact between Jefferson County Commission Elections Department and the vendor, relaying the opinions and strategies of the vendor while soliciting comments from the Jefferson County Commission Elections Department.



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3.2.7 Warranty and Maintenance

Successful bidder must provide warranty and maintenance coverage at no cost to the County the first year after final acceptance of system. Maintenance for the remainder of the contract term shall include routine maintenance, repairs of hardware/firmware and software malfunctions and provision of all system updates, including any security updates and patches.

The vendor warrants that Jefferson County shall acquire good and clear title to the equipment being purchased and all equipment shall be new, free from defects and perform to the required levels.

Vendor shall maintain system so that it functions properly in the warranty and post warranty periods for the full duration of the maintenance contract.

3.2.8 Support

Vendor's support personnel will provide timely response to questions and resolution to problems at all times.

3.2.9 Modifications and Upgrades

The vendor shall provide at no additional charge to the County for the life of the maintenance contract:

- (1) All software modifications and upgrades that are necessary to comply with changes to local, State and Federal election laws; and
- (2) All hardware and software modifications necessary to correct defects in the system.

4. CONTRACT TERMS AND CONDITIONS

4.1 CONTRACT EFFECTIVE DATE

Any contract resulting from this RFP will become effective upon formal approval by the Jefferson County Commission.

4.2 CONTRACT PERIOD

Contract will be for a three (3) year term.

4.3 CANCELLATION

Failure to deliver as specified and in accordance with the proposal submitted, including promised delivery will constitute sufficient grounds for cancellation.

4.4 TERMINATION OF CONTRACT

This contract may be terminated with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall



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not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.

4.5 SOLICITATION COST

All costs incurred by the company to respond to this solicitation will be wholly the responsibility of the Offeror. All copies and contents of any proposal, attachments, and explanations thereto submitted in response to this RFP, except copyrighted material, shall become the property of the Jefferson County Commission regardless of the firm selected. Any materials submitted in response to this solicitation shall not be returned. Response to this solicitation does not constitute an agreement between the Offeror and the County.

<u>Jefferson County shall not reimburse any firm and/or individual for costs incurred in the preparation of their proposal</u>.

4.6 FAILURE TO EXAMINE

Failure of any firm to receive or examine any form, instrument, addendum or other document shall in no way relieve any Offeror from any obligation with respect to their proposal or to any contract resulting from this proposal. The submission of a proposal shall be taken as conclusive evidence of compliance with this condition. Failure to meet this condition may result in rejection of any offering in response to this RFP.

4.7 INTERPRETATIONS AND ADDENDA

No interpretation or modification made to any respondent as to the meaning of the RFP shall be binding on the Jefferson County Commission unless submitted in writing and distributed as an addendum by the Jefferson County Purchasing Department. <a href="Interpretations and/or clarifications shall be requested in writing and directed to Annie Ward, Jefferson County Purchasing Department, Room 830 Courthouse, 716 Richard Arrington Jr. Blvd. North, Birmingham, AL 35203, (email: warda@jccal.org). Verbal information obtained otherwise will not be considered in awarding of contract. All addenda shall become part of the RFP.

4.8 PUBLIC DISCLOSURE

Subject to applicable law or regulations, the content of each Offerors Proposal shall become public information upon the effective date of any resulting contract.

4.9 RIGHT TO REJECT

Jefferson County expressly reserves the right to reject any or all RFP's, or parts of RFP's or re-bid, and to make the award on merit and/or features of design and quality, delivery, and availability of parts and service as the best interest of the County appears.

4.10 THIRD-PARTY "REMIT-TO"

If bidder has a third-party "remit-to" company, that information must appear on the Bidder's response. The County will send payment to the company designated by Bidder on its response, but will not be responsible for resolving payment issues, should the bidder change payment processing companies after a payment has been mailed or without 45-day written notification to the Purchasing and Accounting division of Jefferson County.



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4.11 SUBMISSION OF PROPOSAL

Sealed proposals, one original and five (5) copies, marked "Electronic Voting Counting System" will be received by the Purchasing Manager, Room 830 Courthouse, Birmingham, Alabama. Proposals will be accepted until 5:00 P.M. Central Time (standard or daylight savings time, as applicable) on Friday, June 5, 2015. Proposals submitted after this date and time will be rejected.

4.12 AUTHORIZED SIGNATURE

The proposal must be signed by a legally authorized official. The proposal must also provide the name, title, address and telephone number of individual(s) with authority to bind the company, and for those who may be contacted to clarify the information provided.

4.13 ALTERNATED PROPOSALS

Alternate proposals will not be accepted.

4.14 ASSIGNMENT (STAFFING)

Upon award and during the contract period, if the Firm chooses to assign different personnel to the project, the Firm must submit their names and qualifications (i.e. resumes) to the Jefferson County Commission for approval before they begin work. Services provided under this RFP shall not be assigned, performed by, or delegated to any person or entity other than the contractor without written authorization from the Jefferson County Commission.

4.15 TELEPHONE INQUIRIES

Telephone inquiries with questions regarding clarification of any and all specifications of this Request for Proposals will be not accepted. All questions must be written and e-mailed to Annie Ward, Jefferson County Purchasing Department at warda@jccal.org no later than the end of the business on **Wednesday**, **May 27**, **2015**. Correspondence with individuals other than those listed herein will not be allowed.

4.16 PERMITS, CODES & REGULATIONS

All equipment, construction, and installation will comply with City, County, State and Federal codes and Regulations. Successful bidder will obtain and pay for all permits necessary, notify proper authorities for inspections and furnish any certificates required for the work.

4.17 **BUSINESS LICENSE**

Bidders must submit a copy of their Jefferson County business license within 7 days of receipt of notice of intent to award. Failure to submit the requested information will result in the notice of intent to award being revoked.

4.18 **NEGOTIATIONS**

Jefferson County reserves the right to negotiate the terms and conditions of the contract with any of the evaluated Offerors. Should the successful Offeror and Jefferson County fail to come to an agreement, Jefferson County may at its sole discretion award services to any of the remaining Offerors. The Offeror to whom the contract is awarded shall be required to enter into a written contract with Jefferson County in a form approved by legal counsel for Jefferson County. This RFP and the proposal, or any part thereof, shall be incorporated into and made a part of the final contract.



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4.19 HOLD HARMLESS AND INDEMNIFICATION

Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon County because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of company and/or its subcontractors or claims under similar such laws or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees. Before beginning work, contract party shall file with the County a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage amounts will be determined by the County. During performance the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required may include 1) Comprehensive General Liability; 2) Comprehensive Automobile Liability; 3) Worker's Compensation and Employer's Liability; 4) **Professional Liability**

4.20 PROPRIETARY INFORMATION

Any proprietary information contained in the Response shall be so indicated with the notation in <u>BOLD</u> letters at the top and bottom of the page, **THIS PAGE CONTAINS PROPRIETARY INFORMATION**. A general indication that the entire content or major portion of the Response is proprietary will not be honored.

4.21 DISCLAIMER OF LIABILITY

The County will NOT hold harmless or indemnify any successful Offeror for any liability whatsoever.

4.22 LICENSES/CERTIFICATES

Jefferson County reserves the right to require documentation that each Offeror is an established business and is abiding by the Ordinances, Regulation, and Laws of their community and the State of Alabama.

If you are required by any regulatory agency to maintain professional license or certification to provide any product and/or service solicited under this RFP, the County reserves the right to require you to provide documentation of your current license and/or certification before considering your proposal and/or before awarding a contract.

4.23 <u>ASSIGNMENT (CONTRACTUAL)</u>

No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the sub-contractor(s) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.



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4.24 **SUBCONTRACTING**

The intention to subcontract any portion of the project to a named entity must be part of the Offerors proposal. No portion of the proposal or resulting project may subsequently be subcontracted without the prior written approval of both Jefferson County Purchasing and General Services Department.

Offeror must maintain a continuous effective business relationship with the sub-contractor(s) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to Offeror performance.

4.25 NON-DISCRIMINATION POLICY

The Jefferson County Commission is strongly committed to equal opportunity in solicitation of ITB's and RFP's. The County encourages bidders and proposers to share this commitment. Each bidder/contractor submitting a proposal will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status. The Bidder/Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

4.26 CONFIDENTIAL OR PROPRIETARY INFORMATION

If an Offeror's response contains material noted or marked as confidential and/or proprietary that, in the County's sole opinion, meets the disclosure exemption requirements of the Alabama Public Records Law, then that information will not be disclosed pursuant to a request for public documents. If the County does not consider such material to be exempt from disclosure under the Alabama Public Records Law, the material will be made available to the public, regardless of the notations or markings. If an Offeror is unsure if its confidential and/or proprietary material meets the disclosure exemption requirements of the Alabama Public Records Law, then it should not include such information in the bid proposal.

4.27 COUNTY FUNDS PAID

Successful Offeror must certify by the execution of Purchase Order Agreement that no part of the funds paid by the County pursuant to this agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.



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Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination. Upon such termination, Offeror shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

4.28 GUARANTEE

Bidder certifies by bidding that he is fully aware of the conditions of service and purpose for which equipment, material, installation, and/or construction included in this bid are to be purchased, and that his offering will meet these requirements of service and purpose to the satisfaction of the Jefferson County Commission and its agent.

4.29 LAWS AND REGULATIONS

All applicable State of Alabama and federal laws, ordinances, licenses and regulations of a governmental body having jurisdiction shall apply to the award throughout as the case may be, and are incorporated here by. Any contract executed based on award of this Bid must stipulate that governing law will be the State of Alabama.

4.30 GOVERNING LAW/DISPUTE RESOLUTION

The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama, without giving effect to the conflict of laws rules thereof. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be in the Circuit Court of Jefferson County Alabama, Birmingham Division.

4.31 STATEMENT OF COMPLIANCE WITH ALABAMA CODE SECTION 31-13-9

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.



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4.32 INSURANCE

The successful bidder will maintain such insurance as will protect him and the County from claim under Workmen's Compensation Acts, and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama and shall include Jefferson County, Alabama as Added Additional Insured including a thirty (30) day(s) written cancellation notice. Evidence of insurance will be furnished to the Purchasing agent not later than seven (7) day(s) after Purchase Order/contract date.

Insurance Minimum Coverage:

Contracting party shall file the following insurance coverage and limits of liability with the County's Risk Management Office and Purchasing Department before beginning work with the County.

General Liability:

\$1,000,000 - Bodily injury and property damage combined occurrence

\$1,000,000 - Bodily injury and property damage combined aggregate

\$1,000,000 - Personal injury aggregate

Comprehensive Form including Premises/Operation, Products/Completed

Operations, Contractual, Independent contractors, Broad Form property damage and personal injury. Automobile Liability:

\$1,000,000 - Bodily injury and property damage combined coverage

Any automobile including hired and non-owned vehicles

Workers Compensation and Employers Liability:

\$100,000 - Limit each occurrence

Umbrella Coverage:

\$1,000,000 - Each occurrence

\$1,000,000 - Aggregate

Added Additional Insured:

Jefferson County, Alabama

30 day(s) written cancellation notice

Added Additional Insured:

Jefferson County, Alabama

30 day(s) written cancellation notice

Under Description of Operations/Locations/Vehicles/Exclusions Added by Endorsement/Special Provisions enter the BID/RFP Number, Project Number or Purchase Order Number Covered by The Certificate of Insurance.

Annie Ward	Principal Buyer

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5. SELECTION CRITERIA

AWARD CRITERIA

Award criteria will be based on the evaluation of the firm's:

- 1) Experience
- 2) Firm Capacity to handle project
- 3) Implementation of Project
- Cost
- 5) References from current users

6. **SUBMISSION INSTRUCTIONS**

6.1 MOST FAVORED CUSTOMER

Jefferson County expects Offeror will offer its most favorable pricing and contract terms that Offeror has contracted for in similar agreements with other governmental units, either local or national.

6.2 BIDDER'S RESPONSIBILITY

Any item omitted from these specifications which is clearly necessary for the satisfactory performance of the proposed contract shall be considered a part of the contract even though not directly specified. Any such omissions, if noted, may be brought to the attention of the County.

6.3 TRADE IN ALLOWANCE

The vendor shall allow a trade in allowance on the following:

- i. 460 M100 Tabulators
- ii. 445 Ballot Boxes

6.4 PRICE

All proposals, to the fullest extent possible, shall specifically identify the unit price for proposed equipment. At a minimum, the vendor shall clearly state the quantity of each item proposed, name of item, description of item, unit price, total price and any volume discounts. Proposal must include all billable charges.

Prices quoted for equipment, software, and hardware and software maintenance fees shall remain firm for the three (3) year term of any contract that may be awarded as a result of to this RFP.



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6.5 REFERENCES

- **6.5.1** Vendor shall submit the name and contact information for three (3) references where the same type of service requested in this RFP was provided.
- **6.5.2** Vendor shall submit financial statements subject to an independent audit with unqualified opinion.
- **6.5.3** Vendor shall have a history of statewide voting system implementation success. The successful vendor shall provide direct history of a minimum of three (3) successfully managed implementations for the main contractor and any subcontractors utilized in the response to this Request for Proposal.
- **6.5.4** Vendor shall submit employee base and company size.
- **6.5.5** Vendor shall submit proof of a robust support organization with a nationwide presence.

6.6 SAMPLE CONTRACT AGREEMENT

Bidder must provide a sample of their standard contract agreement with their proposal for review by the County's legal counsel. Bidders are advised that in the event any such agreement contradicts the County requirements, the proposal may be rejected due to the contradictions unless bidder indicated deletion of such clauses.

6.7 GENERAL PROPOSAL FORMAT

Offerors submitting proposals shall provide one (1) original (marked "original") and five (5) hard copies, all separate and tabbed, arranged in the following format:

- (a) **Tab 1**: **Executive Summary** provide a brief summary of the proposal contents.
- (b) **Tab 2**: **Experience**-provide a statement of offeror's qualifications and profile of experiences as it relates to the services requested in this RFP. Please include examples of services provided on similar projects.
- (c) Tab 3: Project Staffing- provide information on the staff who will work on the project described herein.
- (d) **Tab 4: Project Approach** Provide a detailed description of the approach to be taken to fulfill the requirements in this RFP.
- (e) Tab 5: References- See section 6.5.
- (f) Price Sheet
- (g) Tab 6: Required Forms
 - a. Non-Collusion Affidavit (signed)
 - b. Equal Employment Opportunity Certification Form (signed)
 - c. Statement of Compliance
 - d. Signature Page (signed) Authorized signature of representative must be in ink.
 - e. Sample Contract Agreement
- (h) Tab 7: All other required information.



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6.8 PRICE SHEET

Fill in all spaces.

Description	Qty	Unit Price	Total Price
EVCS Precinct Tabulator	440		
Ballot Boxes	440		
Onsite Installation and Acceptance Testing			
Election Management System (EMS) Software			
 Proposed EVCS Precinct Tabulator 			
 For existing Balotar (Ballot on Demand 			
Printer)			
 For existing DS850 (Central Scanner) 			
 For existing AutoMark (Voter Assist 			
Terminal)			
Election Reporting Software			
Software Training			
Annual Software Licensing			
Annual Hardware Licensing and Repair			
24/7 Technical Support (toll free line access)			
Shipping and Handing			
Trade In Allowance			
o 460 M100 Tabulators	460	-	-
o 445 Ballot Boxes	445	-	-
Any other credits/discounts offered			
Other			
Total:			

TAX

Jefferson County is exempt from all Federal Tax, and sales and use tax. Bidder shall be responsible for payment of all sales, use, lease, ad valorem and any other tax that may be levied or assessed by reason of this transaction.



My Commission expires

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Non-Collusion Affidavit

I,, an authorized agent/representative of
attest that the Proposal is not made in the interest of, or on behalf of, any
undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or
sham; that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a false or sham RFP, and has not
directly or indirectly colluded, conspired, connived, or agreed with any Offeror or anyone else to put in a sham RFP, or that anyone
shall refrain from proposing; that the Offeror has not in any manner, directly or indirectly sought by agreement, communication or
conference with anyone to fix the RFP of the Offeror or any other Offeror, or to fix any overhead, profit, or cost element of the RFP
price or of that of any Offeror, or to secure any advantage against the public body awarding the contract of anyone interested in the
proposed contract; that all statements contained in the RFP are true; and further, that the Offeror has not, directly or indirectly,
submitted his/her RFP price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or
paid, and will not pay any fee to any corporation, partnership, company, association, organization, RFP depository, or to any member
or agent thereof, to effectuate a collusive or sham RFP.
I, the undersigned, hereby certify that I have read and understand this Non-Collusion Affidavit and
guarantee complete compliance with all the terms, conditions and stipulations.
Subscribed and Sworn to Before me this day
Print or Type Name of Offeror Notary Public of



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SIGNATURE PAGE

The Jefferson County Commission, or its Agent, shall have the right to waive any informality or irregularity. Under certain limited conditions, the Purchasing Department may apply a local preference option in determining the low RFP for purchases of personal property.

All provisions of this Invitation are accepted by Offeror as part of any contract or purchase resulting there from.

Date:	Company Name:	Web Address:	
Terms:	Address:	City:	
		Zip: Phone: ()	
	County Business License	were issued to your company for the past twelv	e (12) months, please list numbers:
I certify tha	t	has has not been in operation	for one
	(Company Name)	(Check one)	
year at loca		(Check one) e of business conducted by my company at the ac	ddress stated above.
year at loca			
year at loca			ddress stated above. (Authorized Signature) (Print Name)
year at loca			(Authorized Signature)

INDICATE THE FOLLOWING ADDRESSES IF DIFFERENT FROM ABOVE:

RFP's received in our office after the specified date and hour will not be considered.

- 1. RFP AWARD NOTICE ADDRESS
- 2. PURCHASE ORDER ADDRESS
- 3. REMITTANCE ADDRESS (AND NAME IF DIFFERENT THAN ABOVE)