

County of Rockwall
State of Texas



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Request for Proposal (RFP)

RFP#: 17-08-011: Request for Proposals from interested and qualified vendors to provide voting tabulation system and services .

Date Due: Submittals shall be received on September 1st, 2017 no later than 10:00 a.m. Proposals received later than this date and time will not be considered. Return proposal to: Lisa Constant Wylie, Rockwall County Auditor 1111 E. Yellowjacket Lane, Ste 202, Rockwall, Texas 75087 .

For additional information, contact Allana Mitchell First Assistant Auditor at 972-204-6050.

Carefully read all instructions, requirements and specifications. All submissions should be filled out properly and have appropriate supplemental information as requested. Please return proposal in a sealed envelope or package showing the RFP number, project description, proposal due date and time, and marked as a "sealed proposal".

You must sign below in ink; failure to sign will disqualify your submission. All prices must be typewritten or written in ink.

Company _____ Name: _____
Company Address: _____
City, State, Zip Code: _____
Taxpayer Identification Number (T.I.N.): _____
Telephone number: _____ Fax Number: _____
E-mail contact: _____ Date: _____
Print Name: _____ Signature*: _____

**Your signature attests to your offer to provide the goods and/or services in this proposal according to the published provisions of this job. When an award letter*

is issued, it becomes a part of this contract. Contract is not valid until award letter is issued.

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NOTICE TO ALL VENDORS:

All inquiries regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing via e-mail or fax to Allana Mitchell, First Assistant Auditor at amitchell@rockwallcountytexas.com or 972-204- 6059 respectively. All inquiries will be posted and answered on the County's website at www.rockwallcountytexas.com.

**READ THIS ENTIRE DOCUMENT CAREFULLY.
FOLLOW ALL INSTRUCTIONS. YOU ARE
RESPONSIBLE FOR FULFILLING ALL
REQUIREMENTS AND SPECIFICATIONS.**

Introduction and Scope of Services

This Request for Proposals (RFP) is intended to allow Rockwall County to select an experienced voting tabulation system vendor from among vendors responding to this RFP to provide Rockwall County with a new voting tabulation system. The new voting system will include equipment, software, and services. The proposed voting system must meet the standards set forth by the vendor and State of Texas.

The new voting tabulation system must include:

- Precinct equipment, which will be distributed throughout the 21 polling sites in Rockwall County. All polling locations will have one (1) precinct digital vote tabulator with ballot box, one (1) vote marking device, and one (1) printer capable of receiving ballot style information from our existing electronic poll book.
- An election reporting system for results accumulation and reporting. Such reporting software must be compatible with all voting units.
- Services, required for the full length of the contract, which shall include:
 - Project management
 - Installation of all equipment
 - Acceptance testing support
 - Election staff training
 - Logic and Accuracy testing support
 - Election Day support
 - Maintenance
 - Technical support
 - Minimum three-year warranty
 - Upgrades
- Documentation, including:
 - Training manuals

- Hardware, software, and firmware documentation for administrators and other users

Election coding and ballot printing services will be requested separately on a per-election basis.

All equipment must be newly manufactured, not reconditioned or refurbished in any way. The proposal must include all hardware, firmware, software, computers, printers, cables, operating system software, training, training manuals, user manuals, maintenance manuals, and technical support required to provide a fully functional voting system.

Requirements

Please notate by each bullet where in your submittal these requirements are stated and met.

- The vendor's proposed voting system shall be certified by the Election Assistance Commission (EAC) before implementation.
- All equipment must be new or newly manufactured, not reconditioned or refurbished in any way.
- Safeguards against tampering and damage must be provided. What safeguards are built into the voting system?
- Ability to support at least 1,000 ballot styles on a single voting unit. Please describe.
- Ability to support at least 50 splits in a precinct. Please describe.
- Allow vote-for contests of greater than nine (9). Please describe.
- Ability to support combined precincts, where more than one precinct is voting at the same location, on either the same or a different ballot style. Please describe.
- Allow for the evaluation of write-ins for which the ballot target was left blank on standard ballots.
- Allow the option of capturing images only of those ballots containing write-ins, rather than capturing images of all scanned ballots.
- Allow the display of a jurisdiction emblem or seal on all voter-facing voting units.

- Ability to support variable language assignment on a precinct-by-precinct basis within the same election.
- Ability to automatically generate a paper ballot test deck along with the expected results reports on a precinct-by-precinct basis as well as on an election wide-basis.
- In a recount, the ability to isolate one or more contests without recreating the entire election definition. The same election definition should be utilized to tabulate only the specified recount contests.
- Ability to support 11"-, 14"-, 17"- and 19"-length ballot pages.
- Must encrypt all confidential data saved to the removable memory media device (USB drive, flash card, etc.) with AES and bit strength of 128 or higher.
- Must support a mixture of paper ballots that are single-sided and double-sided within the same election.
- Must support use of paper ballots composed of multiple ballot sheets.
- Must support simultaneous viewing of scanned ballot images and Cast Vote Record data.
- Must allow for the creation of non-geographic precincts or districts to which all ballot styles can be automatically assigned. Please describe.
- The election management system must provide for audio file generation with high-quality synthesized voice.

Precinct Digital Vote Tabulator

The following requirements apply to the precinct equipment that scans and tabulates votes at the precinct level. The precinct digital vote tabulator must:

- Provide for the privacy of votes throughout the election process. Please describe how this is accomplished.
- Include a touch screen of at least 12 inches to provide clear, concise feedback to the voters and poll workers.
- Make clear to the voter how to cast a ballot. Please describe how this is accomplished.
- Make clear to the voter when a voting action is complete. Please describe how this is accomplished.
- Make clear to the voter/election official that the vote has been cast and stored. Please describe how this is accomplished.
- Clearly indicate to the voter/election official whether or not a ballot has been processed.

- Be capable of being programmed to alert voter to under votes for specific contests and provide the opportunity for the voter to correct the ballot. Please describe.
- Prevent the voter from overvoting a contest.
- Include the option to allow the voter to over vote a contest, depending on jurisdiction laws.
- Provide poll workers with on-screen instructions for operating the unit that are clear and complete. Please provide sample screens.
- Provide poll workers with detailed instructions to help them assist the voter when poll worker intervention is required in the event of an error.
- Be able to withstand frequent loading and unloading, stacking, assembling, disassembling, reassembling, and heavy use, without damage to internal circuitry. Be transportable, without damage to internal circuitry. Transportation conditions may include extremely bumpy roads and possibility of exposure to extreme heat and cold, dust, and other environmental elements. Please indicate how this was tested. Please describe the unit's ability to be resistant to damage.
- Require minimal assembling/disassembling of parts, including any booth, table, ballot box, peripherals, etc. Please describe the steps to assemble/disassemble the unit at the poll site.
- Require minimal poll worker poll opening and closing procedures. Please describe the steps to open and close the polls.
- Provide an internal battery backup that can provide continuous operation in case of power failure for a minimum of two (8) hours.
- Alert the user when the device is operating on battery or AC power. Please describe how this is accomplished.
- Be fully lockable and have no exposed communication ports.
- Allow programmable memory device(s) to be sealed in the unit with a means of tamper detection. Please describe.
- Allow easy access for clearing of jammed cards/ballots, with no tools required and ability to clear the jam in under one minute. Please describe.
- Allow for easy access (less than one minute) to the imaging sensors for cleaning and diagnostics. Please describe.
- Scan and store full, complete ballot images at a minimum of 200 dots per inch (DPI).
- Allow for encrypted and digitally signed transfer of precinct results to the election management system (EMS). Please describe.

- Contain stand-alone units so that if one unit fails, voting can continue seamlessly on another unit.
- Employ a reusable, removable and interchangeable memory device that can be inserted into another unit to seamlessly continue voting on the second unit. Please describe.
- Provide remedies in the event of a power failure. What are the impacts, procedures and remedies in the event of a power failure?
- Be capable of retaining a record of all votes cast prior to a malfunction, in the instance of a malfunction. Please describe.
- Not allow the printing of a Results report or extraction of such data until polls have been closed on the unit.
- Employ an easy-load, drop-in paper roll for the report printer.
- Provide a means of preventing continued voting when the polls are closed on the unit.
- Provide the ability for an authorized official to re-open the polls in event of a court order.
- Ensure long product lifecycle by including long-lasting components that allow for replacement or additional components that match the original components.
- Require minimal consumables. Please list all consumables that would need to be checked and/or replenished, such as ballot paper and toner.
- Be the election vendor's proprietary, purpose-built equipment; cannot be commercial-off-the-shelf (COTS) hardware.
- If allowed, provide for the secure transmission of results via landline or wireless modem from the precinct tabulator to the EMS. Please describe.

Vote Marking Device

The following requirements apply to the precinct equipment that enables all voters, with or without disabilities, to vote independently. The vote marking device must:

- Be compatible with the tabulators that are part of the solution being proposed.
- Be a universal voting device that ensures all voters have the same opportunity to independently cast their votes. Please describe.
- Provide for use of voters with disabilities. What kinds of disabilities may be accommodated and what are the user interfaces for doing so?

- Provide for the privacy of votes throughout the election process. Please describe how this is accomplished.
- Enable the voter to choose accessibility feature(s) without poll worker assistance. Please describe.
- Automatically provide both audio and visual ballot information at the same time. Please describe how this is accomplished.
- Enable a voter who is blind or has low vision to easily navigate the system. Please describe and provide images of controls like keypad, wheels, knobs, buttons, etc. in your response.
- Enable a voter with limited mobility to navigate the system. Please describe how this is accomplished.
- Have been reviewed by disability advocacy groups for the quality of ADA performance. Please provide representative feedback.
- Enable the voter to control volume and tempo via the keypad without poll worker intervention. Please describe.
- Include the ability for the voter to increase audio ballot volume so that it can be heard through headphones in a noisy poll environment.
- Make clear to the voter when a voting action is complete. Please describe how this is accomplished.
- Allow the voter to review a summary of their selections audibly or on screen
- Enable the voter to adjust screen font sizes. Please describe.
- Enable the voter to adjust screen contrast.
- Be capable of being programmed to alert the voter to under votes for specific contests and provide the opportunity for the voter to correct the ballot. Please describe.
- Prevent the voter from over voting a contest.
- Provide poll workers with on-screen instructions for operating the unit that are clear and complete. Please provide sample screens.
- Provide poll workers with detailed instructions to help them assist the voter when poll worker intervention is required in the event of an error.
- Be compact, portable, and capable of easy transport. What are the dimensions and weight of the unit? What is the unit's total "footprint" when set up at the poll site?
- Be able to withstand frequent loading and unloading, stacking, assembling, disassembling, reassembling, and heavy use, without damage to internal circuitry. Be transportable, without damage to internal circuitry.

Transportation conditions may include extremely bumpy roads and possibility of exposure to extreme heat and cold, dust, and other environmental elements. Please indicate how this was tested. Please describe the unit's ability to be resistant to damage.

- Provide poll workers with a method to immediately detect if a voting unit is not operating properly. Please describe.
- Require minimal assembling/disassembling of parts, including any booth, table, ballot box, peripherals, etc. Please describe the steps to assemble/disassemble the unit at the poll site.
- Employ a reusable, removable and interchangeable memory device that can be inserted into another unit to seamlessly continue voting on the second unit. Please describe. Please describe.
- Include protection integrated in the unit against damage by power surges, brownouts, lightning and other transient current or voltage spikes.
- Provide an internal battery backup that can provide continuous operation in case of power failure for a minimum of two (2) hours.
- Provide an internal battery backup that recharges automatically when power is connected to the system, regardless of whether the unit is turned on or off. A system in which the battery requires removing and charging on a separate charging device will not be considered as qualifying under this requirement.
- Be fully lockable and have no exposed communication ports.
- Allow programmable memory device(s) to be sealed in unit with a means of tamper detection. Please describe.
- Maintain and print a log of all activities that includes timestamps.
- Allow easy access for clearing of jammed cards/ballots, with no tools required and ability to clear the jam in under one minute. Please describe.
- Allow for easy access (less than one minute) to the imaging sensors for cleaning and diagnostics. Please describe.
- Contain stand-alone units so that if one unit fails, voting can continue seamlessly on another unit.
- Provide remedies in the event of a power failure. What are the impacts, procedures and remedies in the event of a power failure?
- Facilitate recounts through use of a human-readable paper record.
- Require minimal maintenance during storage. What are the storage requirements for this unit? What maintenance is required during storage?

- Require minimal consumables. Please list all consumables that would need to be checked and/or replenished, such as paper and toner.
- Ensure long product lifecycle by including long-lasting components that allow for replacement or additional components that match the original components.

Project Management

- The vendor shall provide Project Management services for the duration of the contract and subsequent renewals. The cost of such services during the contract period shall be included in the Cost Proposal.
- The vendor shall prepare a Project Management plan to support deployment of the system. Vendor shall attach to its proposal:
- An initial project management narrative
- Project management timeline, including tasks and milestones, any dependencies, and whether vendor or Rockwall County is responsible for each task listed
- The vendor shall name the Project Manager in its Technical Proposal. This individual will be the primary contact for Rockwall County throughout the term of the contract.

Intended Schedule

- Activities in support of this contract shall begin no later than 15 days from the time that the contract is awarded.
- Within 20 days of contract signing, Rockwall County and the vendor will jointly finalize the project timeline. No deviation from this project timeline shall be allowed without prior written consent of Rockwall County.

Delivery, Installation and Acceptance Testing of Voting Tabulation System

- All facility preparation will be the responsibility of Rockwall County. Rockwall County will prepare the facilities in accordance with the vendor's written site specifications on or before the facility readiness date specified by the vendor.
- The vendor must comply with all delivery and installation dates determined and agreed upon by Rockwall County and the vendor once the contract has been awarded.
- All goods purchased through this contract will be F.O.B. or C.I.F. final destination based on negotiation of best transportation rates. In other words, the vendor shall be responsible for all costs to ship and transfer the hardware, firmware, software, peripherals, manuals, and other items. The

vendor shall deliver all such items to a facility designated by the Rockwall County and in Rockwall County.

- All hardware, firmware, software, peripherals, manuals, and other items shall be properly packaged or otherwise protected during shipment.
- The vendor shall open, set in place, and install at no additional cost to Rockwall County, all supplied software, firmware and hardware that are vendor-installable at the Rockwall County's site. The vendor will be responsible for coordinating delivery and installation with Rockwall County.
- The vendor must provide Rockwall County with checklists to be completed and signed attesting to the successful installation and acceptance testing of the voting tabulation system equipment. The vendor shall assist Rockwall County with acceptance testing as required.
- All installation and assistance with acceptance testing services are to be included in the Cost Proposal as part of this bid.
- The system and all its components, including the software, firmware and hardware, shall operate in substantial conformance with the vendor's published specifications applicable to such software, firmware, and hardware on the date of this agreement.
- During the period of delivery, installation, and acceptance testing, Rockwall County will require the vendor to replace any or all components of the voting system which has failed the acceptance testing requirements.
- All acceptance testing will be completed within a 30 day period.
- Immediately upon successful completion of the acceptance testing, Rockwall County shall notify the vendor in writing of the acceptance of the voting system.

Training

- The vendor will be responsible for providing a comprehensive training program and related manuals. Training programs should cover every function from programming of voting devices to troubleshooting techniques to Election Day polling place procedures. Training programs, related materials, and documentation will be provided at all levels of the election process. Such training shall be sufficient to enable Rockwall County officials to operate the voting systems without continuous assistance from the vendor.
- Vendor shall attach a training plan with its Technical Proposal. The training plan should provide a description of each training course offered, the intended audience, any pre-requisites, the length of the course, and maximum number of participants.

- The vendor shall include standard rates for follow-up training in the Optional section of Pricing so that Rockwall County may calculate the anticipated cost of these services over the contract period and subsequent renewals.
- Proposed training for Rockwall County election officials should also be performed at a facility designated by Rockwall County located in Rockwall County. The vendor's proposal may suggest alternative training locations.
- The vendor shall include in its Cost Proposal all costs related to training.

Logic and Accuracy Testing Support

- The vendor shall provide logic and accuracy testing support prior to each election. The cost of such support is to be included in the Cost Proposal as part of this bid.

Election Support

- **First Election On-Site Election Support.** The vendor shall provide on-site election support services for the first election. Rockwall County will define the specific services needed at that time, such as assistance with pre-election testing, Election Day technical support and roving, results aggregation, reporting, canvassing, and auditing. Election support should include the day before each election, Election Day, and the day after the election. Cost of such services is to be included in the Cost Proposal as part of this bid.
- **Subsequent Elections Optional On-Site Election Support.** The vendor shall provide optional on-site election support services on an as-needed basis for subsequent elections during the contract period and subsequent renewals. Rockwall County will contract for such services on a per-election basis.

Help Desk Support

- The vendor shall provide a Help Desk with fully qualified, experienced software and hardware technicians. The Help Desk must provide a toll-free number to allow Rockwall County to leave a message for technicians 24 hours a day for after-hours calls. The Help Desk must be staffed from at least 7 a.m.-7 p.m. Central Time Monday through Friday during regular, non-election periods. The Help Desk must be staffed on Election Day for at least a 24-hour period starting at 4 a.m. Central Time. The Help Desk must be staffed such that phone calls, including any on Election Day, are answered immediately by a fully qualified technician who can begin resolving the issue or question.

Documentation

- The vendor shall provide documentation to Rockwall County within the required timeframes to be determined and agreed upon by Rockwall County and the vendor once the contract has been awarded.
- Electronic copies of the following documentation shall be included with each electronic copy of the vendor's Technical Proposal:
 - Election staff training manuals
 - User manuals for each device
 - Administrative manuals for the election management system (EMS) and reporting software
 - User manuals for the election management system (EMS) and reporting software

Warranty

- The vendor shall include a minimum three-year warranty for all voting system hardware, software, and/or firmware. The warranty will include, during the one-year term, all software and firmware updates, as well as hardware repair or replacements in order to repair defects in the system.

Post-Warranty Hardware Maintenance

- The vendor shall describe its post-warranty hardware maintenance program, attach a sample agreement to its Technical Proposal, and provide pricing in its Cost Proposal.

Post-Warranty Software and Firmware License, Maintenance and Support

- The vendor shall describe its post-warranty software and firmware license, maintenance and support, attach a sample agreement to its Technical Proposal, and provide pricing in its Cost Proposal.

Sample Standard Voting Tabulation System Agreement

- The vendor should attach its standard voting tabulation system agreement to its Technical Proposal.

Contract Period

Selected Vendor(s) will be awarded a twelve (12) month contract. Rockwall County, at their option and upon mutual consent of all parties involved, may choose

to extend this contract for four (4) additional twelve (12) month periods based on existing terms, conditions and prices set forth in the original RFP. **All prices must remain firm during the duration of this contract and any extensions.** Services provided will be paid for from the appropriate fiscal year funds provided by Rockwall County Commissioners Court. Contracts are subject to availability of funds from Rockwall County Commissioners Court. All representations made by any departments are subject to the fiscal year funding and/or appropriations and do not represent an obligation on the part of the Rockwall County, and State of Texas.

Proposal Submission Deadline

Proposals shall be submitted no later than the Proposal Deadline time and date. Vendors shall respond to the written RFP and any exhibits, attachments, or amendments. A vendor's failure to submit a proposal as required before the deadline shall cause their proposal to be disqualified and returned to the vendor upon request. Rockwall County will not be held responsible for unmarked proposals, improperly marked proposals or proposals delivered to the wrong location. Vendors mailing proposals should allow sufficient mail delivery period to insure timely receipt of their proposals by the Rockwall County Auditor. **Proposals may not be delivered orally, by facsimile transmission or e-mail, or other telecommunication means.** All proposals must be delivered in sealed packages or containers.

Administrative Information

Addenda

When specifications are revised, the Rockwall County Auditor will issue an addendum addressing the nature of the change. In each case, vendors must sign it and include it in the returned proposal package.

Alteration of Proposals

Any interlineations, alteration, or erasure made before the submission deadline must be initialed by the signer of the proposal, guaranteeing authenticity.

Assignment

The Vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the Rockwall County Commissioners Court.

Change of Ownership

If ownership of Vendor's firm should change during the term of this contract, Rockwall County must be notified as soon as possible in writing within (10) days and a new declaration of relationships shall be submitted immediately to the Rockwall County Auditor. Failure by the Vendor to provide written notification of change of ownership may result in cancellation of the contract.

Changes or Modifications

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All changes to the contract must be approved by the Rockwall County Auditor and will be made in writing by the Rockwall County Auditor.

Confidentiality of Information

All information disclosed by Rockwall County or the County's project partners to the successful vendor for the purpose of the work to be performed or information that comes to the attention of the successful vendor during the course of performing such work is to be kept strictly confidential. Any material provided by the vendor to the County or its partner agencies that is to be considered as confidential in nature must be clearly marked on every page as such by the vendor and will, to the best of our ability, be treated as confidential by Rockwall County.

Contract Obligation

Rockwall County Commissioners Court has sole authority to award the contract. Following the Court's approval the County Auditor shall send an award letter approving the contract and thereby the proposal becomes binding on Rockwall County and the Vendor. Department heads are not authorized to execute a contract, or any amendment or modification there from for Rockwall County.

This RFP does not, by itself, obligate Rockwall County to commence the performance of the RFP. Rockwall County's obligation shall commence when Rockwall County approves a contract with vendor. Rockwall County will not be responsible for any work done by the vendor, even work done in good faith, if it occurs prior to approval of the contract by Rockwall County.

Copyrights

By submitting a proposal the vendor agrees that Rockwall County may copy the vendor's proposal for the purposes of facilitating the evaluation or to respond to requests for public records. The vendor consents to such copying by submitting a proposal and warrants that such copying will not violate the rights of any third party.

Debt

Rockwall County reserves the right to reject any proposal submitted by a vendor who owes a debt to the County. Debt includes delinquent taxes, fines, fees and delinquencies arising from written agreements with the County.

Disclosure Requirements

Once awarded, the Vendor will deliver an executed and notarized disclosure form to the Rockwall County Auditor prior to the signing of the agreement. The Vendor must generate Form 1295 by accessing the Texas Ethics Commission's website at <https://www.ethics.state.tx.us>. After receiving the signed and notarized disclosure form, Rockwall County must access the Texas Ethics Commission's website to acknowledge receipt of the filed disclosure form no later than 30 days after the contract is executed.

E-mail Addresses Consent

The Vendor affirmatively consents to the disclosure of its e-mail addresses that are provided to Rockwall County. This consent is intended to comply with the requirements of the Texas Public Information Act and shall survive termination of this agreement. This consent shall apply to the e-mail addresses provided by the Vendor, its employees, officers, and agents acting on the Vendor's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this bid/proposal or otherwise.

Equipment Demonstration

Prior to final evaluation and decision by Rockwall County, Rockwall County may require vendors to provide evidence of the proposed voting tabulation system's functionality by means of a system demonstration.

The specific test structure for the demonstration will be discussed between the vendor and Rockwall County based on the vendor's submitted technical specifications.

Errors and Omissions

Due care and diligence have been used in preparation of this request for proposals and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all the information presented herein shall rest solely on the Vendor. Rockwall County and its representatives shall not be responsible for errors or omissions in these specifications, nor for failure on the part of the vendor to determine the full extent of the exposure.

Force Majeure

To the extent either party of this agreement shall be wholly or partially prevented from the performance of the term specified, or of any obligation or duty placed on such party by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, or other specific cause reasonably beyond the parties control and not attributable to its malfeasance, neglect or nonfeasance. In such event, the time for performance of such obligation or duty shall be suspended until such disability to perform is removed.

Governing Forms

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Rockwall County's interpretation shall govern.

Governing Law

This request for proposals is governed by the competitive bidding requirements of the County Purchasing Act of the Texas Local Government Code. Vendors shall comply with all applicable federal, state and local laws and regulations. The Vendor is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Rockwall County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the Rockwall County Criminal District Attorney concerning any portion of these requirements. This RFP and the resulting contract shall be governed and construed according to the laws of the State of Texas. Venue for any dispute shall lie exclusively in Rockwall County, Texas.

Hold Harmless Agreement

The Vendor shall defend, indemnify and save harmless Rockwall County and all its elected officials, officers, agents and employees from all suits, actions or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under,

any contract which may result from proposal award. The Vendor shall pay any judgment with cost which may be obtained against Rockwall County growing out of such injury or damages.

Late Proposals

Proposals received in the County Auditor's Office after the submission deadline shall be considered void and unacceptable. Rockwall County is not responsible for lateness of mail, carrier, etc., and the time and date stamped by the Auditor's office shall be the official time of receipt.

Litigation

Any vendor who is currently involved, either directly or indirectly, with any litigation against or involving Rockwall County may be disqualified and/or not considered for an award.

Parent Company

If vendor is owned or controlled by a parent company please provide the complete name of parent company, address, nature of ownership and company officers.

Permits and Approvals

All work done under this contract shall comply with all local and state codes. Where code requirements are less than those shown in the contract documents, the contract documents shall be followed. The Vendor shall obtain all permits, inspections and approvals as required by all authorities having jurisdiction. All fees and costs for these items shall be paid for by the Vendor.

Point of Contact

Rockwall County Auditor's office shall be the sole point of contact for any and all issues pertaining to this procurement and its process. The office may designate an alternate point of contact for specific purposes. Contacting any member other than the County Auditor's office or their designated representative could result in disqualification. Do not rely on oral instructions or clarifications. Request from interested vendors for additional information or interpretation of the information included in the specifications should be directed in writing to the Rockwall County Auditor's office.

Potential Conflicts of Interest

An outside consultant or vendor is prohibited from submitting a bid or proposal for services on a Rockwall County project of which the consultant or vendor was a designer or previous contributor, or was an affiliate, subsidiary, joint venture or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or vendor submits a prohibited bid or proposal, that bid or proposal shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Rockwall County. A CIQ form should be filed with the Rockwall County Clerk prior to the submission of this proposal. A copy of the file-stamped CIQ should accompany the submission of this proposal.

Protections of Persons and Property

The Vendor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Vendor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

1. Employees on the work site and other persons who may be affected thereby;
2. The work site and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the vendor or the vendor's subcontractors or sub-subcontractors; and
3. Other property at the work site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of implementation.

Sales Tax

Rockwall County is, by statute, exempt from the state sales tax and federal excise tax:-

Severability

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion has been omitted.

Silence of Specification

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded

as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

Withdrawal of Proposals

A proposal may be withdrawn or cancelled by the Vendor for the period of days following the date designated for the receipt of proposal up until the Commissioners Court takes action and approving the contract/proposal, and the Vendor so agrees upon submittal of their proposal.

Communications Regarding the RFP

During the proposal process, vendors shall not contact County staff. Additionally, vendors and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact or participate in any type of contact outside the County offices with County employees, including elected officials. Such contact may result in the vendor being disqualified. All contact must be coordinated through Lisa Constant Wylie, County Auditor's office, for this procurement.

Upon release of this RFP, all vendor communications concerning this procurement must be directed to the County Auditor's office.

All communication should be in writing to the County Auditor's office. All oral communications shall be considered unofficial and non-binding. Written comments, including questions and requests for clarification, must reference the RFP number and should be submitted no later than July 18th, 2017.

The County shall respond in writing to written communications. Such response shall constitute an addendum to the RFP. Only written responses to written communication shall be considered official and binding upon the County. The County reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

Proposal Submittal

Vendors are to provide one (1) original, clearly labeled, one (1) printed copies of original, and two (2) electronic individual USB drive copies of their proposal. All proposals must be bound and furnished in a sealed package and be clearly marked with RFP solicitation number and title.

Proposal must be signed by an individual with authority to bind a vendor in a

contract with Rockwall County.

Proposal AFFIDAVIT

The undersigned certifies that the proposed prices contained in this proposal have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any and/or all products and services upon which prices are extended at the price offered, and upon the conditions contained in the specifications of the RFP package.

STATE _____ OF _____
COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____, on this day personally appeared _____, who after being duly sworn, did depose and say: "I, _____, am a duly authorized officer or agent for _____, and have been authorized to execute the foregoing proposal on their behalf. I hereby certify that the foregoing proposal has not been prepared in collusion with any other vendor or other person or persons engaged in the same line of business prior to the official opening of this proposal. Further, I certify that the vendor is not now, nor has he been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of the services or materials for which this proposal relates, or to influence any person or persons to submit or submit a proposal thereon.

Name _____ of _____ Vendor:

Address: _____

Telephone: _____

By: _____ (print name)

Title: _____

Signature: _____

SUBSCRIBED AND SWORN to before me by the above named on this the day of, 20 .

Notary
Public in and for the State of

Texas

All proposals must be submitted to:

Rockwall County Auditor's Office
Attn: Lisa Constant Wylie, County Auditor
1111 E. Yellowjacket LN., Ste. 202, Rockwall, Texas 75087

NOTE: All Addendums and any additional applicable correspondence (questions/responses) to this RFP will be made available "exclusively" through the Rockwall County website for viewing/retrieval. Vendors are solely responsible for frequently checking the website for updates to the solicitation. Addendums to this solicitation can be located at the following website: <http://rockwallcountytexas.com/811/Requests-for-BidsProposals>.

Proposal Preparation Costs

Rockwall County shall not be responsible or liable for any costs associated with the preparation, submittal, presentation, or other costs incurred by participating in this procurement process.

Proposal Acceptance Period

Each proposal shall be valid for a period of ninety (90) days after the RFP submission deadline date to allow time for evaluation, selection, and any unforeseen delays. The ninety (90) days may be extended by mutual agreement of the parties.

Right to Rejection

Rockwall County reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP entirely if determined to be in the best interest of Rockwall County. Any vendor who is currently involved, either directly or indirectly with any litigation against or involving the County, which, as determined by the Commissioners Court, may not be in the best interest of the County may be disqualified and/or not considered for an award.

Any proposal received which does not meet the requirements of this RFP may be considered to be non-responsive, and the proposal may be rejected. Vendors must comply with all of the terms of this RFP and all applicable Federal, State and Local laws and regulations. Rockwall County may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.

Rockwall County reserves the right, at its sole discretion, to waive any technicality

in proposals provided such action is in the best interest of Rockwall County. Where Rockwall County waives minor technicalities in proposal, such waiver does not modify the RFP requirements or excuse the vendor from full compliance with the RFP. Notwithstanding any minor technicalities, Rockwall County may hold any vendor to strict compliance with the RFP.

Disclosure of Proposal Contents

All submitted Proposals become the property of the Rockwall County, and shall be subject to any applicable open records statutes. The content of all RFP's submitted shall remain in effect for a minimum period of 180 days.

Information requested in the RFP deemed by the responding vendor to be privileged and confidential must be marked "Privileged and Confidential Information." The County will endeavor to protect such information from disclosure to competitors to the extent allowable by law. Responding firms are advised that responses are subject to the Texas Public Information Act (Texas Open Records Act), Chapter 552, Texas Government Code.

All Proposal information, including detail price and cost information, shall be held in confidence until a contract is formally executed and/or the RFP is cancelled. Upon award, the Proposals and associated materials shall be open for review by the public in accordance with The Texas Open Records Act. By submitting a Proposal, the proposing Vendor acknowledges and accepts that the full contents of the Proposal and associated documents shall become open to public inspection. The County will uphold the confidentiality of Vendor trade secrets to the extent allotted by law. *All confidential information and trade secrets must be clearly marked on every page as such by the vendor.*

On-Site Inspection

After opening of proposals and prior to award, Rockwall County reserves the right to make a pre-award site visit (if applicable) of any or all Vendor's facilities to be used in the performance of work under this solicitation. The Vendor agrees to allow all reasonable requests for inspection of such facilities with two (2) days advance notice. Failure to allow such an inspection shall be cause for reject of proposals as non-responsive. Rockwall County reserved the right to reject facilities as unacceptable for performance under this solicitation as a result of such site visit survey.

Implied Requirements

Products and services not specifically mentioned in this RFP, but which are necessary to provide the service described by this RFP, shall be included in the proposal. It is intended that this RFP describe the requirements and response format in sufficient detail to secure comparable proposals.

Proposal of Additional Services

If a Vendor indicates an offer of services in addition to those required by and described in this RFP, these additional services may be added to the original contract at the sole discretion of Rockwall County.

Rockwall County reserves the right to add, delete or modify terms and conditions during contract negotiations, all of which must be mutually agreed upon by Rockwall County and the vendor. There terms and conditions will be within the scope of the RFP.

Liability and Other Insurance Coverage

Any Vendor that conducts business with Rockwall County, whether it is for goods and/or services, must maintain lawful worker's compensation/self-insured employee coverage requirements and adequate liability limitations.

The Vendor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed to do business in the State of Texas, possessing a current A.M. Best, Inc. Rating of "A" or better.

The policies may provide coverage, which contain deductible or self- insured retention. Such deductible and/or self- insured retention shall not be applicable with respect to the coverage provided to Rockwall County under such policies. The Vendor shall be solely responsible for all deductibles and/or self-insured retention.

Within ten (10) days after contract award and prior to the commencement of any work or delivery, the Purchasing Agent requires the successful Vendor(s) to submit verification of the following coverage. The insurance coverages, except Workers Compensation and Professional Liability, required by this Contract, shall name Rockwall County and its officers, employees and elected officials as additional insured(s) (as the interest of each insured may appear).

All insurance required herein shall be maintained in full force and effect throughout the term of this contract, including all extensions.

Automobile Liability: Vendor shall maintain Commercial/Business Automobile

Liability insurance with a combined single limit of bodily injury and property damage not less than \$100,000/300,000/100,000 or combined single limit of \$400,000.00 each occurrence with respect to the vendor's any owned, hired, and non-owned vehicles assigned to or used in performance of this contract;

Commercial General Liability: Vendor shall maintain Commercial General Liability Insurance with a limit not less than \$1,000,000.00 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage;

- (a) Professional Liability: Vendor shall maintain Professional Liability Insurance with a limit not less than \$1,000,000.00 covering all individuals performing under the contract; and
- (b) Workers Compensation or self-insured employee coverage meeting the acceptable requirements as established by the Texas Workers Compensation Act, Title 5; Subtitle A, Texas Labor Code.

Vendor agrees that, with respect to the above referenced insurance, all insurance contracts will contain the following required provisions.

- Except Workers Compensation and Professional Liability, name Rockwall County and its officers, employees and elected officials as additional insured(s) (as the interest of each insured may appear) as to all applicable coverage;
- Provide for thirty (30) days' notice to the County for cancellation, non-renewal or material change;
- Provide for endorsement that the "other insurance" clause shall not apply to Rockwall County where County is the additional insured on the policy;
- Provide for notice to Rockwall County of any changes to policy;
- Vendor agrees to waive subrogation against Rockwall County, its officers and employees for injuries, including death, property damage or any other loss;
- Default/Cumulative Rights/ Mitigation. It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Contract are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or

otherwise. Vendor has a duty to mitigate damages;

- Approval and acceptance of Vendor's services by County shall not constitute nor be deemed a release of the responsibility and liability of V e n d o r for the accuracy and competency of Vendor's Services; nor shall such approval and acceptance be deemed to be an assumption of such responsibility by the County for any defect, error or omission in the services performed by Vendor in this regard; and
- Vendor shall provide that all provisions of this contract concerning liability, duty and standard of care, shall be underwritten by contractual liability coverage sufficient to include obligation within applicable policies.

Vendors and/or their freight contractors must be prepared to show coverage verification prior to entering upon Rockwall County premises.

Failure to comply with lawful requirements or adequate liability requirements may result in delay of payments, subject to the orders of the Commissioners Court, not to exceed a period of up to two years from the termination of the contract, or cancellation of the contract or both.

All certificates of insurance shall be identified with the RFP number.

Vendor's compliance with the above insurance requirements shall not relieve Vendors from any liability.

Performance Bond

In accordance with Chapter 2253.01 of the Texas Local Government Code and upon execution of negotiated contract the awarded Vendor will submit a good and sufficient Performance Bond in an amount equal to 100 percent of the approximate total amount of the Contract, as evidenced by the negotiated contract value, or otherwise guaranteeing the full and faithful execution of the Work and performance of the Contract in accordance with the Plans, Specifications and Contract Documents, including any extensions thereof, for the protection of Rockwall County. This bond will be based on the total value of the contract per year and therefore shall be renewable on an annual basis.

This bond shall provide for the repair and for maintenance attendant thereto, of all defects due to faulty materials, workmanship, defects, and failures that may appear within a period of one year from the date of completion and acceptance of the Work by the Commissioners Court.

In the event the contract is prematurely terminated due to non-performance

and/or Vendor request, Rockwall County reserves the right to act on the performance bond and/or seek monetary restitution. In the event civil suit is filed to enforce this provision, Rockwall County will seek it's attorney's fees and cost of suit from the Vendor.

Bonds shall be executed by a duly authorized surety company satisfactory to Rockwall County. Rockwall County will accept only those bonds executed by those surety companies listed in Circular 570 Surety Companies Acceptable on Federal Bonds published in the Federal Register, U.S. Department of the Treasury.

No sureties will be accepted by Rockwall County who are now in default or delinquent on any bonds or who are interested in any litigation against Rockwall County. All bonds shall be executed by corporate surety authorized to do business in the State of Texas.

Each bond shall be executed by the Contractor and the Surety. Each surety shall designate an agent resident in the State of Texas to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such surety ship.

All bonds shall be delivered to the Rockwall County Auditor, c/o Lisa Constant Wylie, 1111 E. Yellowjacket Lane, Ste. 202, Rockwall, Texas 75087 within 30 days after award of the contract.

Rockwall County will disburse no payments for goods and or services provided unless a good and sufficient bond is on file with the County.

Warranties Covenants and Agreements

Vendor warrants, covenants and agrees to the following:

Judicial Action

Vendor agrees that it will furnish at the written request of the County all necessary personnel and records necessary or convenient to provide all evidence or testimony regarding any actions taken or not taken to fulfill the requirements of this Contract without cost or expense to County. This section shall survive the termination, cancellation and completion if this Contract for a period of five (5) years or until all changes, demands, suits or other actions have released or have become without remedy by appeal.

Notice Required

Vendor shall give immediate oral notice to County, confirmed immediately by Fax or written notice, of any failure or problem with its equipment or inability to comply with the agreed upon schedule. Further, V e n d o r shall notify the County of any accident, spill, damage or destruction of equipment or materials, specifically including any chemicals, or any portion thereof, real or personal property, any injury to or death of any person, or any litigation or claim by any party involving the Vendor in its actions or compliance with this Contract.

Compliance with Law

Vendor shall comply with all federal, state or local laws, codes, ordinances, and regulations and orders of any federal, state, county, municipal or other government agency thereof having jurisdiction over and relating to compliance with or related to the terms of this contract, inclusive of fire, emergency, environment, health, safety, and any construction and the rules and regulations of the County now or hereafter in force which may at any time be applicable, and shall obtain and pay for all permits, franchises, approvals, licenses, certificates, and any authorizations required or exacted by law and necessary for completion of this contract, and shall pay all fees, assessments, taxes, excluding those taxes paid by the County, and charges levied under state, federal, or local statutes or ordinances insofar as they are applicable.

Professional Quality

Vendor warrants to County that all materials and services will be of professional quality conforming to generally accepted practices. If there are no applicable or recognized professional standards in the applicable area or areas of expertise required to perform such services, then the Vendor will perform all services in a good and professional manner that meets County's goals and objectives as stated herein as well as otherwise adds value to and/or improves the performance of County's expectations, objectives and purposes as stated in this contract. Any work that is determined by County to be less than professional quality will be corrected without charge. This warranty is limited to rework of the unsatisfactory product without change to the original specifications and without regard to the amount of the effort expended on the original work product.

Material Changes Affecting Qualifications

Vendor shall notify the County in writing immediately upon any occurrence that could or may affect the qualifications of the Vendor, specifically including, but not limited to the filing of a petition in Bankruptcy, assignment for the benefit of creditors, merger or sale of the Vendor, loss of computer hardware, software or firmware utilized, equipment, loss or restriction on any license, certificate, or other approval needed including the spraying equipment, or supplies utilized, or loss of or material change in personnel assigned or key personnel, detailing the

occurrence. In the event that such occurrence shall, in the sole determination of County, change or modify the qualifications of that Vendor, County may terminate this Contract, including any PO/Work Order, or other agreement and remove the Vendor from the list of qualified Vendors.

Conditions of Materials

All materials and products supplied by the vendor in conjunction with this proposal shall be new, warranted for their merchantability, fit for a particular purpose, free from defects and consistent with industry standards. The products shall be delivered to the County in excellent condition. In the event that any of the products supplied to the County are found to be defective or do not conform to the specifications, the County reserves the right to return the product to the vendor at no cost to the County.

The successful Vendor shall furnish all guarantees and warranties to the County Auditor prior to final acceptance and payment. The warranty period shall commence upon final acceptance of the product.

Collusion

Vendors may be required to provide an affidavit that he has not conspired with other potential suppliers in any manner to attempt to control competitive pricing. This paragraph does not, however, preclude two or more supplier of certain parts of the requirements from presenting a combined or joint proposal for the purpose of providing a complete proposal.

Notices for Non-Compliance/Performance

Rockwall County shall furnish the awarded Vendor in writing any notice regarding the Vendor's failure to comply with requirements of this Contract. Vendor shall then remedy such non-compliance/performance within ten (10) working days following receipt of Rockwall County written notice and awarded Vendor shall provide the County Auditor with accompanying written documentation of actions taken to remedy such non-compliance/performance. Continuous non-compliance/performance of the contract terms conditions, and specifications shall be a basis for termination of the contract by Rockwall County and the using agency/department. The County shall not pay for work, equipment, services or supplies that are unsatisfactory.

Monetary Restitution

In the event the contract is prematurely terminated due to non-performance and/or withdrawal by the Vendor, Rockwall County reserves the right to seek

monetary restitution (including but not limited to; withholding of monies owed) from the Vendor to cover costs for interim services and/or to cover the difference of a higher cost (difference between Vendor's rate and the new company's rate) beginning the date of Vendor's termination through the contract expiration date. In the event civil suit is filed to enforce this provision, Rockwall County will seek its attorney's fees and cost of suit from the Vendor.

Gratuities, Kickbacks or Conflict Interest

Gratuities

It shall be unethical for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement, or to any solicitation or proposal therefore.

Kickbacks

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the Vendor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

Conflict of Interest

No official or employee shall have any financial interest, direct or indirect, in any contract with the County or be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies or services, except on behalf of the County as an official or employee. Any violation of this section, with knowledge, express or implied, of the person or corporation contracting with the County shall render the Contract involved voidable by the Commissioners Court of Rockwall County. It is the responsibility of the Vendor during all phases of the Contract process to notify the County in writing of any potential conflict of interest.

Access to Records and Information

Vendor agrees to furnish to Rockwall County such information as may be requested which relates to the services Vendor provides. Vendor shall permit

Rockwall County to audit/inspect records and reports, review services, and/or evaluate the performance of these services at any time. The Vendor shall provide reasonable access to all the records, books, reports, and other necessary data and information needed to accomplish reviews of program activities, services, and expenditures.

Termination

The proposed agreement may be terminated without cause by either party with thirty (30) days written notice to the other party. Such notice of termination will be by registered or certified mail, return receipt requested, and will be deemed given upon receipt of such notice by the other party.

Any Agreement Subject to Availability of Funds

Any proposed agreement will be subject to the availability of County and State funds as appropriated by the Rockwall County Commissioners Court, the State Legislature and as made available by the Rockwall County. If such funds become reduced or unavailable, this Contract shall be subject to immediate modification, reduction or termination.

Federal Debarred Vendors

No products and/or services utilizing Federal funds may be procured from vendors that are listed on the Federal Excluded Parties List. Government requirements for non-procurement suspension and debarment are contained in the OBM guidance 2CFR, part 180 that implements Executive Orders 12549 and 12689 Debarment and Suspension. Rockwall County reserves the right to reject from award consideration and/or terminate any contract with any vendor found to be suspended, ineligible and/or debarred as outlined herein.

Twelve-Month Waiting Period for Employment of Certain Former County Employees

In accordance with the County's Transparency Policy, any firm awarded a contract for the Procurement of goods or services shall be prohibited from hiring any individual who has previously worked for the County and in that capacity either evaluated, recommended, approved, monitored, or managed a contract involving that firm no sooner than twelve months after that individual has ceased to work for or be employed by the County. Failure to adhere to such a contractual requirement may result in the termination of the contract with the County.

Use of Contract by Other Political Jurisdictions

Rockwall County shall not be held liable for any costs or damages incurred by

another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the awardee.

Proposal Format and Content

General Proposal Requirements

- The County discourages lengthy and costly proposals. Proposals should be prepared simply and economically and provide a straightforward, concise description of the vendor's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.
- Vendors must follow all formats and address all portions of the RFP set forth herein providing all information requested. Vendors may retype or duplicate any portion of this RFP for use in responding to the RFP, provided that the proposal clearly addresses all the of Rockwall County information requirements.
- Proposals must not contain extraneous information. All information presented in a Proposal must be relevant in response to a requirement of this RFP and must be clearly labeled. Any information not meeting these criteria shall be deemed extraneous and shall in no way contribute to the evaluation process.
- Proposals shall be prepared on standard 8-1/2" x 11" paper. Foldouts containing charts, spread sheets, and oversize exhibits are permissible. All proposal pages must be numbered.
- Vendors shall utilize dividers to separate each of the sections of this proposal.
- Each proposal must respond to all portions of the RFP.

Proposal Format

Proposal shall be divided into the following

- Transmittal Letter

- A proposal transmittal letter shall be submitted with your proposal and contain the following information: All proposals must be signed in ink by a person duly authorized to legally bind the business entity submitting the proposal.
 - Name, title, and telephone number of Vendor's contact person for all inquiries.
 - The contact person responsible for fielding all inquiries from the County.
 - Business form of Vendor (e.g. corporation, partnership, etc.), if applicable
 - If a corporation, include the date and state of incorporation
 - For profit or non-profit agency, provide Federal Tax identification number for the facility/organization.
 - Names and addresses of Vendor's principal officers, directors, or partners.
- Brief summaries (1 to 3 pages each) of the proposal relating to:
 - Vendor's statement of understanding of the proposal, program objectives, services expected; and
 - Resources to be utilized to implement the proposal; and
- Other information to be provided by Vendor with RFP response.
 - A brief background and complete resume of the company and who will manage the services provided by Vendor.
 - Complete reference information for all public and private institutions or agencies to which the Vendor provides or has provided similar services over the past eighteen (18) months.
 - Accreditation and Licenses
- Completed Cost Proposal - see RFP page 38
- Vendor will notate where in the submittal package that they have answered each of the requests in the RFP Requirements section.

Evaluation and Selection

The Evaluation Committee will consider many evaluation factors (of which cost is only one factor), and will receive proposals from all responsible applicants. The objective is to enter into a contract with the highest ranked and negotiate a contract with a Primary and Secondary Vendor. Each category shall be weighted as follows, and one hundred (100) points are the maximum total number of points that can be awarded to a proposal.

Proposal Evaluation Categories and Weights

| | |
|--|-------------------|
| Qualifications / Compliance Evaluation | 0-15 Points |
| <ul style="list-style-type: none">• Adherence to all conditions and requirements of the RFP.• Relevant experience and past performance.• Direct and Indirect references.• Vendor possesses all appropriate Contractors and professional licenses required to do business in the State of Texas. | |
| Ability Evaluation | 0-30 Points |
| <ul style="list-style-type: none">• The ability, capacity, skill, and organization of the Vendor to perform and support the needs and objectives within the scope of work as proposed.• The schedule and availability of the vendor.• The current and projected workload of the Vendor; to include current contracts with other government entities. | |
| Technical Evaluation | 0-35 Points |
| <ul style="list-style-type: none">• The explanation of the vendor's approach to supplying Rockwall County with a voting tabulation system and additional services, training, maintenance and support. | |
| Cost Evaluation | 0- 20 Points |
| <ul style="list-style-type: none">• Cost proposal template | |
| <u>TOTAL POINTS</u> | 100 Points |

Proposal Evaluation Process

The evaluation process is designed to award the contract to the highest rated firm, with the option to make a secondary or tertiary award if necessary based on the scope of services required.

The County Auditor shall manage the proposal evaluation process and maintain proposal evaluation records. An Evaluation Committee will independently evaluate each proposal and a recommendation will be made to the Commissioners Court for approval according to the highest score based on the criteria listed above.

All proposals shall be reviewed by the County Auditor to determine compliance with basic proposal requirements as specified in this RFP.

Rockwall County reserves the right, at its sole discretion, to request clarifications or conduct discussions for the purpose of clarification with any or all Vendors. The purpose of any such discussions shall be to ensure full understanding of the proposal. If clarifications are made as result of such discussion, the Vendor shall put such clarifications in writing. All communication (written or oral) with the Evaluation Committee will be coordinated by the County Auditor's office, Vendors are prohibited from contacting the Evaluation Committee members directly.

Contract Award Process

The County Auditor shall forward results from the proposal evaluation process and award recommendation to the Rockwall County Commissioners Court for their approval.

Rockwall County reserves the right to make an award without further discussion of any proposal submitted. There may be no best and final offer procedure. Therefore, each proposal should be initially submitted on the most favorable terms the Vendor can offer.

Contract award shall be subject to the Contract approval of all appropriate officials in accordance with applicable State laws and regulations.

Cost Proposal

| Description | <Client's Company > | Unit Price | Total |
|--|---------------------------|------------|-------|
| HARDWARE | | \$ | \$ |
| Precinct Digital Vote Tabulator List Included Peripheral Items: | | \$ | \$ |
| Vote Marketing Device List Included Peripheral Items: | | \$ | \$ |
| Any additional hardware to run election Please indicate quantity and price: | | \$ | \$ |
| A) Total Hardware Cost | | \$ | \$ |

| Description | <Client's Company > | Unit Price | Total |
|--|---------------------------|------------|-------|
| SOFTWARE | | \$ | \$ |
| Election Reporting System Initial Annual Licensing Cost: | | \$ | \$ |
| B)Total Software Cost | | \$ | \$ |

| Description | <Client's Company > | Unit Price | Total |
|------------------------------------|---------------------------|------------|-------|
| SERVICES | | \$ | \$ |
| Equipment Installation | | \$ | \$ |
| Project Management Days | | \$ | \$ |
| Training Days | | \$ | \$ |
| Logic and Accuracy Testing Support | | \$ | \$ |
| Election On-Site Support | | \$ | \$ |
| Other: | | \$ | \$ |
| C)Total Services Cost | | \$ | \$ |

| Description | <Client's Company > | Unit Price | Total |
|---|---------------------------|------------|-------|
| SHIPPING AND TRANSPORTATION COST | | \$ | \$ |
| Shipping and transportation cost | | \$ | \$ |
| D)Shipping and Transportation Cost | | \$ | \$ |

| Description | <Client's Company > | Unit Price | Total |
|-------------|---------------------------|------------|-------|
|-------------|---------------------------|------------|-------|

| | | | |
|---|--|----|----|
| TRADE-IN ALLOWANCES AND ADDITIONAL DISCOUNT | | \$ | \$ |
| Trade-In Equipment (List): | | \$ | \$ |
| Additional Discount | | \$ | \$ |
| E) Trade-In Allowances and Additional Discount | | \$ | \$ |

| Description | <Client's Company > | Unit Price | Total |
|--|---------------------------|------------|-------|
| ANNUAL POST-WARRANTY HARDWARE MAINTENANCE COST | | \$ | \$ |
| Precinct Digital Vote Tabulator | | \$ | \$ |
| Vote Marketing Device | | \$ | \$ |
| F) Total Post-Warranty Hardware Maintenance Cost Per Year | | \$ | \$ |

| Description | <Client's Company > | Unit Price | Total |
|--|---------------------------|------------|-------|
| ANNUAL POST WARRANTY SOFTWARE AND FIRMWARE LICENSE, MAINTENANCE AND SUPPORT FEES | | \$ | \$ |
| Election Management System/Election Reporting System | | \$ | \$ |
| G) Total Post Warranty Software and Firmware License, Maintenance and Support Fees Per Year | | \$ | \$ |

| Description | PRICE |
|-------------------------------|-------|
| A) TOTAL HARDWARE COST | \$ |

| | |
|--|----|
| B) TOTAL SOFTWARE COST | \$ |
| C) TOTAL SERVICE COST | \$ |
| D) TOTAL SHIPPING AND TRANSPORTATION COST | \$ |
| E) LESS: TRADE-IN ALLOWANCES AND ADDITIONAL DISCOUNT | \$ |
| GRAND TOTAL OF A-E | \$ |
| F) TOTAL HARDWARE MAINTENANCE COST PER YEAR | \$ |
| G) TOTAL SOFTWARE AND FIRMWARE LICENSE, MAINTENANCE AND SUPPORT FEES PER YEAR | \$ |

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.**2** ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship._____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4_____
Signature of person doing business with the governmental entity_____
Date

Adopted 06/29/2007

Internal Revenue Service

Print or type
See Specific Instructions on page 2

| | | |
|--|--|--|
| 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. | | |
| 2 Business name/disregarded entity name, if different from above | | |
| 3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from FATCA reporting code (if any) (Applies to accounts maintained outside the U.S.) | |
| 5 Address (number, street, and apt. or suite no.) | Requester's name and address (optional) | |
| 6 City, state, and ZIP code | | |
| 7 List account number(s) here (optional) | | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

| | |
|--------------------------------|--|
| Social security number | |
| | |
| or | |
| Employer identification number | |
| | |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

| | | |
|-----------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|-----------|----------------------------|--------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (cancelled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Cat. No. 10231X

Form **W-9** (Rev. 12-2014)

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part III instructions on page 3 for details).

withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Abuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(ii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "PP" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code:

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|--|---|
| Interest and dividend payments | All exempt payees except for 7 |
| Broker transactions | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 4 |
| Payments over \$900 required to be reported and direct sales over \$5,000 ³ | Generally, exempt payees 1 through 5 ² |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

³ See Form 1099-MISC, Miscellaneous Income, and its instructions.

that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" for any similar indication written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

(when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see Exempt payee code earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account ¹ |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law | The grantor-trustee ¹ The actual owner ¹ |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner ¹ |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) | The grantor ¹ |
| For this type of account: | Give name and EIN of: |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity ¹ |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B)) | The trust |

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

Note. Grantor also must provide a Form W-4 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4536, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via email. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.