

**LEVY COUNTY, FLORIDA**  
**REQUEST FOR PROPOSALS**  
**VOTING TABULATION SYSTEM**  
**HARDWARE AND SOFTWARE**  
**SUPERVISOR OF ELECTIONS**



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John Meeks, District 1  
Chad Johnson, District 2  
Mike Joyner, District 3  
Ryan Bell, District 4  
Danny Stevens, District 5

Fred Moody  
County Administrator

Clerk of the Circuit Court  
Danny J. Shipp

Tammy Jones  
Supervisor of Elections

October 1, 2013  
PREPARED BY:  
Tammy Jones  
REVIEWED BY:  
Office of County Attorney

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## SECTION ONE - NOTICE OF REQUEST FOR PROPOSALS

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**NOTICE IS HEREBY GIVEN** THAT THE BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY, FLORIDA (“the Board”), will receive sealed proposals until 3:00 p.m., October 25, 2013, for the purpose of selecting a voting tabulation system hardware and software.

RFP TITLE: VOTING TABULATION SYSTEM HARDWARE AND SOFTWARE

PROPOSAL OPENING LOCATION: Levy County Board of County Commissioners  
Office of the Board of County Commissioners  
Levy County Courthouse  
355 S. Court Street  
Bronson, Florida 32621

**SPECIAL NOTE:**

Proposals must be submitted with one (1) original and nine (9) copies in a sealed envelope marked “SEALED PROPOSAL FOR VOTING TABULATION SYSTEM HARDWARE AND SOFTWARE”, and delivered to Levy County Board of County Commissioners, Office of the Board of County Commissioners, Levy County Courthouse, 355 S. Court Street, Bronson, Florida 32621 or mailed to P.O. Box 310, Bronson, Florida 32621, no later than 3:00 p.m., October 25, 2013.

The County assumes no responsibility for proposals received after the proposal submittal time or at any location other than that specified, no matter what the reason. Late proposals will be held unopened and will not be considered for award.

Any envelopes, boxes, or packages which are not properly labeled, identified, and prominently marked with the sealed proposal identification, may be inadvertently opened upon receipt, thereby invalidating such proposals and thereby resulting in exclusion from the official proposal opening process.

Proposals will be opened in public at 4:00 p.m. on Friday, October 25, 2013 or as soon thereafter as practical in the Levy County Commission Office, Levy County Courthouse, Bronson, Florida.

The Board reserves the right to waive informalities in any proposal, to accept and/or reject any or all proposals in whole or part, and to accept the proposal that in its judgment will be in the best interest of Levy County.

## SECTION TWO - INSTRUCTIONS TO PROPOSERS

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This is a Request for Proposal (RFP) for a contractor to provide a voting tabulation system, including hardware and software, to replace the existing voting systems used by the Supervisor of Elections in Levy County. To be considered, Proposals must be made in accordance with these Instructions to Proposers and all other requirements in this RFP.

### **ARTICLE 1**

#### **DEFINITIONS**

- 1.1 Terms used in these Instructions to Proposers shall have the same meanings or definitions as assigned to them in this section. The pronouns “she”, “he”, “her” and “him” are used interchangeably for either gender and do not connote a specific gender.
- 1.2 **Addenda** are written or graphic instruments issued by the County, its agents, or employees prior to the receipt of Proposals, which modify or interpret the Proposal Documents by additions, deletions, clarifications, or corrections.
- 1.3 **Contractor**, also known as the Vendor, is the person or company who submits a Response to this RFP, who is selected as the successful proposer by the Board of County Commissioners of the County, and who enters into a contract with the County.
- 1.4 **County** means Levy County, a political subdivision of the State of Florida.
- 1.5 **Proposal, or Response to Request for Proposal** is a complete and properly signed proposal to provide the goods and perform the services as requested in this RFP, and submitted in accordance with the Proposal Documents.
- 1.6 **Proposer** is a person or entity who submits a Proposal or Response to this RFP.
- 1.7 **Proposal Documents** include the Notice of Request for Proposal, all sections of this Request for Proposals, including but not limited to the Instructions to Proposers, Proposal and Proposal Forms, Scope of Work and Minimum Requirements for Proposal, and Sample Form of Agreement, and any Addenda issued prior to receipt of Proposals.
- 1.8 **Perform** means to comply fully with the specified or implied requirements of this RFP.
- 1.9 **Provide** means furnish and install. Wherever “provide” or “furnish and install” are used, this shall mean the purchase and complete installation, and all purchasing requirements and procedures, as per the specified or implied requirements of this RFP.

- 1.10 **Supervisor of Elections** means the Levy County Supervisor of Elections.
- 1.11 **Work** shall mean all goods and services requested or required by this RFP that shall be required to be provided or performed by a Vendor to complete performance of a contract issued to a successful Proposer/Vendor pursuant to the provisions of this RFP.

## **ARTICLE 2**

### **COPIES OF PROPOSAL DOCUMENTS**

- 2.1 Proposers may obtain complete sets of the Proposal Documents as designated in the Notice of Request for Proposals for the cost of \$.15 per page.
- 2.2 Proposers shall use complete sets of Proposal Documents in preparing Proposals. Neither the County nor the Supervisor of Elections, nor either of their officers, agents, nor employees, assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Proposal Documents.
- 2.3 Submitted Proposals MUST include all forms contained in Section Four, completed and signed as indicated on such forms.

## **ARTICLE 3**

### **EXAMINATION OF PROPOSAL DOCUMENTS**

- 3.1 Before Submitting a Proposal:
- 3.1.1 Each Proposer shall thoroughly examine all the Proposal Documents.
- 3.1.2 Ignorance on the part of the Proposer shall in no way relieve him/her of the obligations and responsibilities assumed under this RFP.
- 3.1.3 Should a Proposer find discrepancies, ambiguities in, or omissions from the Proposal Documents, or should he/she be in doubt as to their meaning, he/she shall at once notify the County, in writing, to the Supervisor of Elections, Tammy Jones, at 421 South Court Street, Bronson, FL 32621, or by fax at (352) 486-5146.
- 3.2 The submission of a Proposal will constitute a representation by the Proposer that she has complied with every requirement of Request for Proposal and that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

## **ARTICLE 4**

### **INTERPRETATION AND CORRECTION OF PROPOSAL DOCUMENTS**

- 4.1 Proposers shall promptly notify the Supervisor of Elections, in writing of any ambiguity, inconsistency or error that they may discover upon examination of the Proposal

Documents that requires clarification or interpretation. Written requests for clarification or interpretation of the Proposal Documents should be addressed to: Supervisor of Elections, Attn: Tammy Jones, at 421 South Court Street, Bronson, FL 32621, or by fax at (352) 486-5146.

- 4.2 Proposers requiring clarification or interpretation of the Proposal Documents shall submit their questions in writing to the Supervisor of Elections, no later than seven (7) calendar days prior to the due date for receipt of Proposals. Any answer, interpretation, correction or change of the Proposal Documents will be accomplished by issuance of Addenda. Proposers will be required to verify whether any Addenda have been issued prior to submittal of their Proposals. Copies of Addenda will be made available for inspection at the Office of the Board of County Commissioners and the Supervisor of Elections for that purpose. Interpretations, corrections, or changes of the Proposal Documents made in any other manner will not be binding, and Proposers shall not rely upon such interpretations, corrections, and changes. Oral and other interpretations or clarifications will be without legal effect and should not be requested.

## **ARTICLE 5**

### **PROPOSAL PROCEDURE**

#### **5.1 FORM AND STYLE OF PROPOSAL**

- 5.1.1 The Proposal shall be submitted on the forms included in Section Three of these Proposal Documents. In addition, a Proposal shall include the forms and information required in Section Four of these Proposal Documents. Each of the forms must be properly filled out, executed, and submitted as the Proposal.
- 5.1.2 All blanks on the Proposal Forms and all other forms from Section Four shall be filled in with ink or by typewriter. Alterations to any form will not be acceptable and may disqualify a Proposal.
- 5.1.3 Where so indicated on the Proposal Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern. Failure to comply shall constitute a non-responsive proposal.
- 5.1.4 Proposer must provide documentation showing that certification from the State of Florida, Division of Elections, in accordance with section 101.015, Florida Statutes, for all proposed equipment and software, is either in process or certification has been granted, at the time of Proposal submission.
- 5.1.5 Certification under section 101.015, Florida Statutes, is essential to the award of this RFP, and the selection of any Proposer shall be void ab initio if such certification is not obtained by the selected Proposer on or before award of the contract. In the event that a selected Proposer fails to meet this requirement after award of contract is made, award may be rescinded at the option of the County, and neither the County nor the Supervisor of Elections will be liable for

any costs, fees, claims, or other charges or associated costs incurred by the Proposer.

## 5.2 ADDENDA

- 5.2.1 Each Proposer shall ascertain prior to submitting his Proposal that he/she has received all Addenda issued, and she shall acknowledge their receipt in her Proposal. However, in case any Proposer fails to acknowledge receipt of such Addenda, his/her Proposal will nevertheless be construed as if it had been received and acknowledged, and the submission of the Proposal will constitute acknowledgement of receipt of the Addenda. It is the responsibility of each Proposer to verify that she has received all Addenda issued before Proposals are opened.
- 5.2.2 No Addenda will be issued later than five (5) calendar days prior to the date for receipt of Proposals except for an Addendum withdrawing the request for Proposals or one which includes postponement of the date for receipt of Proposals.
- 5.2.3 Copies of Addenda will be made available for inspection at the Office of the Board of County Commissioners and the Supervisor of Elections for that purpose.

## 5.3 SUBMISSION OF PROPOSALS

- 5.3.1 Proposals shall be submitted to the County at the designated location not later than the time and date for receipt of Proposals indicated in the Notice of Request for Proposals, or any extension thereof made by Addendum. Proposals received after the time and date for receipt of Proposals will be returned unopened.
- 5.3.2 One (1) signed original and nine (9) copies of all Proposal documents (total equals ten) are to be submitted. Place the Proposal and all copies in an envelope or box, marking on the outside "Response to RFP for Voting Tabulation System Hardware and Software." If the Proposal is hand-delivered, the envelope or box shall be filled out as follows:
  - 1. In the upper left hand corner, place the Proposer's name and address.
  - 2. In the center of the envelope, put the following:

Levy County Board of County Commissioners  
Office of the Board of County Commissioners  
355 S. Court Street  
Bronson, FL 32621
  - 3. In the lower left hand corner, put the following:

Response to RFP for Voting Tabulation System Hardware and Software

**October 25, 2013**  
(Date)

**3:00 P.M.**  
(Time)

If the Proposal is sent by mail or courier, the sealed envelope or box may be enclosed in a separate mailing envelope or wrapper with the notation "SEALED PROPOSAL ENCLOSED" on the face thereof, and then address the mailing envelope or wrapper in the conventional manner.

5.3.3 The Proposer shall assume full responsibility for timely delivery at the location designated for receipt of Proposals.

5.3.4 Oral, telephonic, telegraphic, faxed, and emailed Proposals are invalid and will not receive consideration.

#### 5.4 MODIFICATION AND WITHDRAWAL OF PROPOSALS

5.4.1 A Proposal may not be modified, withdrawn, or canceled by the Proposer during the stipulated time period following the time and date designated for the receipt of Proposals, except as provided in paragraph 5.5 Right to Claim Error in PROPOSAL, and each Proposer so agrees in submitting his Proposal.

5.4.2 Prior to the time and date designated for receipt of Proposals, any Proposal submitted may be modified by delivery to the County at the Office of the Board of County Commissioners, at the address noted on the Notice of Request for Proposals, of a complete Proposal as modified. All envelopes shall be marked "Modified Proposal". Delivery shall comply with requirements for the original proposal.

5.4.3 Proposals may be withdrawn prior to the time and date designated for the receipt of Proposals. Withdrawn Proposals may be resubmitted up to the time designated for the receipt of Proposals provided that they are then fully in conformance with these Instructions to Proposers.

5.4.4 Conditional, modified, or qualified proposals will be rejected. Proposers are to comply with the instructions on the Proposal Forms, and not make any changes thereto.

5.4.5 A Proposal may be considered for disqualification if a Proposer submits more than one Proposal for the same work by an individual, firm, partnership, or corporation under the same or different names; if there is evidence of collusion among Proposers; if there was previous participation in collusive bidding for work for the County or the Supervisor of Elections; for the submission of an unbalanced Proposal in which the prices proposed for some items are out of proportion with the prices for other items; for uncompleted work for which the Proposer is committed by contract which, in the judgment of the owner, might hinder or prevent the prompt completion of the work under this contract if awarded to such Proposer; and finally if there is any material change in qualification or a material misrepresentation in response to this RFP.



## 5.5 RIGHT TO CLAIM ERROR IN PROPOSAL

- 5.5.1 The County will review documents submitted within the designated time frame for the purpose of determining the validity of the Proposer's claim.
- 5.5.2 Following review of the Proposer's claim at the election of the County, the County may:
  - a. Allow the Proposer to withdraw the Proposal for the proposed Work, all costs or fees associated with the withdrawal or claim of error shall be the sole responsibility of the Proposer.
  - b. Allow the Proposer to enter into contract for the proposed Work at the original Proposal price.

## **ARTICLE 6**

### **CONSIDERATION OF PROPOSALS**

#### 6.1 OPENING OF PROPOSALS

- 6.1.1 The properly identified Proposals received on time will be opened at the Office of the Board of County Commissioners, Levy County Courthouse, 355 South Court Street, Bronson, Florida, at the time designated for such opening. The public is permitted to be present.
- 6.1.2 Any Proposal not received by the by the County at the Office of the Board of County Commissioners on or before the deadline for receipt of Proposals designated in the Notice of Request for Proposals will be returned unopened.

#### 6.2 PROPOSALS TO REMAIN OPEN

- 6.2.1 All Proposals shall remain open and valid for ninety (90) days after the date designated for receipt of Proposals.
- 6.2.2 The County may, at its sole discretion, release any Proposal before the ninety (90) days has elapsed.

#### 6.3 AWARD OF CONTRACT

- 6.3.1 The County reserves the right to reject any and all Proposals, or any part of a Proposal. The County reserves the right to waive variations from the specifications that do not render a Proposal non-conforming. The County retains the right to disregard non-conformities, non-responsive Proposals or conditional Proposals in the best interest of the County.

- 6.3.2 In evaluating Proposals, the County shall consider the qualifications of the Proposers and whether or not the Proposals comply with the prescribed requirements in the Proposal Documents.
- 6.3.3 The County may consider the qualifications and experience of Proposers and the type of training for Supervisor of Elections employees to be provided by a Proposer, suitability for use by the County and the Supervisor of Elections of hardware and software, including materials and equipment, credits to be provided for present equipment in use by Supervisor of Elections for each of the principal portions of the Work as identified in the Proposal Documents.
- 6.3.4 The County may conduct such investigations, as it deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications, and financial ability of the Proposers, proposed subcontractors, and other persons or organizations to do the Work in accordance with the proposed contract and requirements of this RFP to the County's satisfaction within the prescribed time.
- 6.3.5 The County reserves the right to reject the Proposal of any Proposer who does not pass any such evaluation described in the immediately preceding section by the County to the County's satisfaction.
- 6.3.6 If a contract is awarded to a Proposer as a result of this RFP, it will be awarded to the lowest, conforming responsible Proposer that best meets the requirements of the County and the Supervisor of Elections, in the sole judgment of the County.
- 6.3.7 If a contract is to be awarded to a Proposer as a result of this RFP, the County will issue the Notice of Award to the successful Proposer within ninety (90) days after the date of receipt of Proposals. The County reserves the right to return all Proposals, not make any awards, and cancel the project and this RFP, or to reject all Proposals and resolicit for proposals or not, at the County's option.
- 6.3.8 The County is a tax exempt political subdivision under Florida Law.

#### 6.4 SELECTION OF PROPOSAL

Proposer shall provide a completed Proposal Form as set out in Section Three of this RFP, and shall provide all completed forms and information from Section Three and Section Four of this RFP. Proposer shall provide the following requirements in sufficient detail to allow the Supervisor of Elections to evaluate each of the requirements. The Supervisor of Elections shall review each Proposal and consider each Proposal in light of the requirements of this RFP and the unweighted criteria in 6.4.2 through 6.4.13 to assist in the ranking of the Proposals. Based on such review, the Supervisor of Elections shall rank the top three Proposals. If fewer than three Proposals are received, the Supervisor of Elections shall rank the Proposals received. Upon completion of the Supervisor of Elections' review and ranking, the Supervisor of Elections will present its rankings to the Board of County Commissioners. The Board of County Commissioners may accept the Supervisor of Elections' proposed ranking and award the RFP

to the top-ranked Proposer and begin negotiations for an agreement with the top-ranked Proposer, or conduct its own ranking based on the Proposals' compliance with the provisions of this RFP and the following criteria, or reject all Proposals and either reissue a request for proposals or abandon the project.

Criteria for ranking are as follows:

- 6.4.1 Proposer must state in writing within the Proposal submission that all proposed equipment and software has or will be certified in accordance with section 101.015, Florida Statutes, no later than the award of the contract and will be available for delivery to the Supervisor of Elections on or before January 1, 2014 or a date determined by the County as date of contract award. In the event that Proposer fails to meet this requirement after award is made, award may be rescinded, and the County or Supervisor of Elections will not be liable for any costs, demands, claims, or any other charges or associated costs incurred by the Proposer.
- 6.4.2 Proposer must state in writing that they are able to provide annual maintenance and software license after the initial warranty and software license expires (see s. 6.4.8) and provide a cost related to the annual maintenance and license.
- 6.4.3 Proposer must state in writing that they are able to provide instruction and training for Supervisor of Elections employees prior to elections at a time and place designated by the Supervisor of Elections in Levy County and state a cost for the service.
- 6.4.4 Proposer must state in writing the amount of trade-in credits it can provide on the present equipment owned by the Supervision of Elections, the existing equipment is Accuvote Legacy, 22 AVOS and 19 AVTSX, and provide the amount of credit it can provide for GEMS Software License presently held by the Supervisor of Elections.
- 6.4.5 Proposer must state in writing the amount of telephone support that it will provide for its equipment, the limits upon such support and the cost related to the support.
- 6.4.6 Proposer shall state in writing a complete description of its voting tabulation system hardware and software, including the size of memory cards, what products are included with the tabulation system hardware and software and a price for the described hardware/software. The Supervisor of Elections will require approximately 30 of the tabulations hardware and software. (The 30 tabulators equal 2 tabulators in each of the 13 polling locations, 2 tabulators for early voting and 2 tabulators for absentee ballots.) The price shall include ballot boxes and all accessories as well as a description of each and price for each item.
- 6.4.7 Proposer shall state in writing that the Proposal includes the price for any and all servers for the system use to include software and hardware to code the election in house and be able to create ballots and prepare for all election related programming in house.

- 6.4.8 Proposer shall state in writing the time frame for initial hardware warranty and software license for the voting tabulation system equipment hardware and software.
- 6.4.9 Proposer shall state in detail the manner in which its equipment allows for voting and tabulation by voters with disabilities and the cost of such equipment. This particular requirement should be specific as to how the votes are handled, tabulated and the amount of assistance required from poll workers. It is the intent of the County, through the Supervisor of Elections to protect the secrecy of the ballot for those voters with a disability as much as possible.
- 6.4.10 Proposer shall state in writing in detail the election management system, both hardware and software, and include cost of software license, server memory cards and any other accessories or equipment necessary for the proposed equipment.
- 6.4.11 Proposer shall state in writing in detail all testing procedures for voting tabulation system hardware and software, and cost of installation.
- 6.4.12 Proposer shall state in writing and in detail the amount and cost of field support training for two elections, to be provided prior to the elections, and on the day of elections.
- 6.4.13 Proposer shall state in writing that the equipment is the most current equipment certified by the State of Florida, Division of Elections, and certify that such most current equipment is what Proposer will provide to County.

## 6.5 EXECUTION OF CONTRACT

- 6.5.1 Upon award to the successful Proposer, an agreement shall be put into final form by the Office of County Attorney and given to the successful Proposer for signature. The agreement shall reflect the requirements of the County, this RFP, and the Proposal. The successful Proposer shall sign and deliver four originals of the final agreement to the Supervisor of Elections once final agreement has been reached. Certification by the State of Florida shall be delivered to the Supervisor of Elections prior to entry into the final agreement, if it has not been provided with the Proposal. All other contract documents such as Insurance Certificates are to be provided to the Supervisor of Elections within fourteen (14) days after approval of the agreement by the Board of County Commissioners. A written notice will be issued to the successful Proposer after approval of the agreement by the Board of County Commissioners and upon satisfactory compliance with these provisions. In no event shall the failure of the Vendor to provide satisfactory Insurance Certificates within the stipulated time be cause for an extension of the agreement time. The County or the Supervisor of Elections will return one fully executed copy of the agreement to the Vendor.
- 6.5.2 The Vendor shall commence performance of the Work within ten (10) calendar days after the date of award of the agreement by the Board of County Commissioners or issuance to the Vendor by the Supervisor of Elections or the

County Coordinator of a notice to proceed. Once commenced, Vendor shall diligently continue performance until completion of the Project.

**6.6 OWNER'S RIGHT TO AWARD TO NEXT LOWEST CONFORMING RESPONSIBLE PROPOSER**

In the event the successful Proposer given Notice of Award pursuant to 6.3 above and the County fail to reach agreement on a final agreement document, or the successful Proposer fails to execute and deliver all agreement documents within a reasonable time, the County may exercise its right to award the agreement to the next lowest conforming responsible Proposer, and the Proposer who failed to reach agreement with the County or failed to deliver all contract documents shall be solely responsible for all its costs, in whatever form.

**ARTICLE 7**

**SPECIAL LEGAL REQUIREMENTS**

- 7.1 Each Proposer, before submitting the Proposal, shall familiarize itself with all Federal, State, and local laws, ordinances, permit fees, impact fees, rules and regulations that may apply to the Work or that may in any manner affect the cost, progress, or performance of the Work.
- 7.2 A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business for a period of 36 months from the date of being placed on the convicted vendor list.

## SECTION THREE – PROPOSAL AND PROPOSAL FORMS

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### **ARTICLE 1**

#### **PROPOSAL**

The Proposal shall be submitted with the forms included in this section of the Proposal Documents as previously instructed herein, and shall include the requirements and documents listed below.

<b>Item</b>	<b>Description</b>
1.	Proposal Form (note: Proposals should include the Proposal Form Requirements at: I - Detailed response to Scope of Work in Section Four of this RFP; and II – Total Proposal Amount)
2.	Certification under section 101.015, Florida Statutes
3.	Non-Collusion Affidavit
4.	Ethics Certification and Conflict of Interest Clause
5.	Drug-Free Workplace Form
6.	Proposer’s Insurance and Indemnification Statement
7.	In order to determine if the persons or entity submitting Proposals are responsible, all Proposals under this section must contain the following information (for the following, the “person” or “entity” refers to the person or entity that is the Proposer):  A. A list of the entity’s shareholders with five (5) percent or more of the stock or, if a general partnership, a list of the general partners; or, if a limited liability company, a list of its members; if a solely owned proprietorship, names(s) of owner(s). A copy of documentation demonstrating that the entity is a legally viable entity shall be attached.  B. A list of the officers and directors of the entity;

- C. Relevant Experience: The number of years the person or entity has been operating and, if different, the number of years it has been providing the service, goods, or services called for in the Proposal Documents (include a list of similar projects).
- D. The number of years the person or entity has operated under its present name and any prior names;
- E. Answers to the following questions regarding claims and suits:
  - a. Has the person or entity ever failed to complete work or provide the goods for which it has contracted? (If yes, provide details.)
  - b. Are there any judgments, claims, arbitration proceeding or suits pending or outstanding against the person, principal of the entity, or entity, or its officers, directors, or general partners (this specifically includes any present or prior entities in which the person, principal, entity, officer, director or general partner of the proposing entity has been involved as a person, principal, entity, officer, director or general partner in the last five (5) years)? (If yes, provide details.)
  - c. Has the person, principal of the entity, entity, or its officers, major shareholders or directors within the last five (5) years, been a party to any law suits or arbitrations with regard to a contract for services, goods or construction services similar to those requested in the Proposal Documents with private or public entities? This specifically includes any present or prior entities in which the person, principal, entity, officer, director or general partner of the proposing entity has been involved as a person, principal, entity, officer, director or general partner in the last five (5) years. (If yes, provide details.)
  - d. Has the person, principal of the entity, or its officers, owners, partners, major shareholders or directors, ever initiated litigation against the County or been sued by the County in connection with a contract to provide services, goods or construction services? This specifically includes any present or prior entities in which the person, principal, entity, officer, director or general partner of the proposing entity has been involved as a person, principal, entity, officer, director or general partner in the last five (5) years. (If yes, provide details.)
  - e. Whether, within the last five (5) years, the owner, an officer, general partner, controlling shareholder or major creditor of the person or entity was an officer, general partner, controlling shareholder or major creditor of any other entity that failed to perform services or furnish goods similar to those sought in the RFP;
  - f. Customer references (minimum of three), including name, current address and current telephone number; Credit References (minimum of three), including name, current address and current telephone number;

**PROPOSAL FORM**

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**PROPOSAL TO: LEVY COUNTY BOARD OF COUNTY COMMISSIONERS  
c/o OFFICE OF THE BOARD OF COUNTY COMMISSIONERS  
355 S. COURT STREET  
BRONSON, FLORIDA 32621**

**PROPOSAL FROM:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned, having carefully examined the Request for Proposal and all the Proposal Documents and other requirements for the **RFP for VOTING TABULATION SYSTEM HARDWARE AND SOFTWARE** and having become familiar with all local conditions including labor affecting the cost, and having become familiar with Federal, State, and Local laws, ordinances, rules and regulations affecting performance of the Scope of Work, does hereby propose to furnish Voting Tabulation System including all hardware and software, labor, material, equipment, transportation services, and all incidentals necessary to perform and complete said Scope of Work and Work incidental hereto, in conformance with the Request for Proposals, and all Proposal Documents including Addenda issued thereto.

The undersigned further certifies that he has informed himself fully in regard to all conditions to the work to be done and the locations where such Work will be performed, together with local sources of supply, and that he has examined the Proposal Documents and specifications for the Work and comments hereto attached and that he understands the conditions under which the Work is to be performed. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to contract with Levy County, Florida, through the Board of County Commissioners, Bronson, Florida, in the form of contract specified, to furnish all necessary goods, materials, equipment, machinery, tools, apparatus, means of transportation, labor and services necessary to complete the Work covered by the RFP and any Proposal Documents or contract documents for this project. The Proposer agrees to accept in full compensation for each item the prices named in the schedules incorporated herein. The undersigned also understands that the successful Proposer shall assume the risk of any and all costs and delays arising from the necessities of training personnel, including employees and poll workers, and for supply, repair, and maintenance all products provided.

The Proposal shall consist of the following:

- I. The Proposer's detailed response to the requirements set out in Section Four, Scope of Work.
- II. The Total Proposal Amounts for the various cost items shall be furnished below in words and numbers. If there is an inconsistency between the two, the Proposal in words shall control.



**Total Base Proposal for the Voting Tabulation System Hardware and Software:**

\_\_\_\_\_ Dollars  
(words)

\$ \_\_\_\_\_  
(numbers)

**Installation Cost (Section Two, Article 6, s. 6.4.11 of RFP):**

\_\_\_\_\_ Dollars  
(words)

\$ \_\_\_\_\_  
(numbers)

\_\_\_\_\_ Check here if no cost for this item

**Initial Warranty/license (Section Two, Article 6, s. 6.4.8 and Section Four, s. 4.8 of RFP):**

\_\_\_\_\_ Dollars  
(words)

\$ \_\_\_\_\_  
(numbers)

\_\_\_\_\_ Check here if no cost for this item

**Annual Maintenance Cost (after expiration of initial warranty) (Section Two, Article 6, s. 6.4.2 and Section Four, s. 4.2 of RFP):**

\_\_\_\_\_ Dollars  
(words)

\$ \_\_\_\_\_  
(numbers)

\_\_\_\_\_ Check here if no cost for this item

**Training for Supervisor of Election Employees (Section Two, Article 6, s. 6.4.3 and Section 4, s. 4.3 of RFP):**

\_\_\_\_\_ Dollars  
(words)

\$ \_\_\_\_\_  
(numbers)

Check here if no cost for this item

**Field Support Training for Two Elections (Section Two, Article 6, s. 6.4.12 and Section Four, s. 4.12 of RFP):**

\_\_\_\_\_ Dollars  
(words)

\$ \_\_\_\_\_  
(numbers)

Check here if no cost for this item

**Telephone Support Costs (Section Two, Article 6, s. 6.4.5 and Section Four, s. 4.5 of RFP):**

\_\_\_\_\_ Dollars  
(words) per \_\_\_\_\_ (insert time period, such as month or year)

\$ \_\_\_\_\_ (numbers) per \_\_\_\_\_  
(insert time period such as month or year)

Check here if no cost for this item

**Amount for Trade-In Credits (Section Two, Article 6, s. 6.4.4 and Section Four, s. 4.4 of RFP):**

\_\_\_\_\_ Dollars  
(words)

\$ \_\_\_\_\_  
(numbers)

- III. Certification under section 101.0105, Florida Statutes.
- IV. Non-Collusion Affidavit.
- V. Ethics Certification and Conflict of Interest Clause.
- VI. Drug-Free Workplace Form.
- VII. Proposer's Insurance and Indemnification Statement.
- VIII. Requirements under Item 7 A-E above.

Proposers should note that total costs are only one consideration involved in the selection of a successful Proposer. The written descriptions required in the Scope of Work and the price breakdowns attached to each requirement also shall be determining factors in selection.

**PROPOSER INFORMATION:**

Name of Proposer: \_\_\_\_\_

Type of Entity: \_\_\_\_\_ Corporation    \_\_\_\_\_ Partnership    \_\_\_\_\_ Individual  
 (check one)  
 \_\_\_\_\_ Other: \_\_\_\_\_

Person Authorized to  
 Submit Proposal and  
 Bind Proposer:

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Title

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

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Website: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
 (Printed Name)

\_\_\_\_\_  
 (Title)

**NON-COLLUSION AFFIDAVIT**

---

I, \_\_\_\_\_ of the city \_\_\_\_\_  
according to law on my oath, and under penalty of perjury, depose and say that:

1. I am \_\_\_\_\_  
of the firm of \_\_\_\_\_  
the proposer making the Proposal for the project described in the notice for calling for proposals for Voting Tabulation System Hardware and Software  
  
and that I executed the said proposal with full authority to do so;
2. The prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;
3. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to proposal opening, directly or indirectly, to any other proposer or to any competitor; and
4. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit, or not to submit, a proposal for the purpose of restricting competition; and
5. The statements contained in this affidavit are true and correct, and made with full knowledge that said project.

\_\_\_\_\_  
(Signature of Proposer)

\_\_\_\_\_  
(Date)

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_

who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above

on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

## ETHICS CERTIFICATION AND CONFLICT OF INTEREST CLAUSE

---

### ETHICS CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with any federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Firm Submitting Proposal

---

(Printed or Typed)

OR

Name of Person Submitting Proposal

---

(Printed or Typed)

Authorized Signature:

---

**CONFLICT OF INTEREST CLAUSE**

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose with their Proposals whether any officer, director, employee or agent is also an officer or an employee of the Board of County Commissioners. All Proposers must disclose whether any officer, partner, director or proprietor is the spouse or child of one of the members of the Board of County Commissioners. All Proposers must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches or affiliates. All Proposers must also disclose the name of any employee, agent, lobbyist, previous employee of the Board, or other person, who has received or will receive compensation of any kind in connection with the response to this RFP. All Proposers are also required to include a disclosure statement of any potential conflicts of interest that the Proposer may have due to other clients, contracts, or interests associated with the performance of services under this RFP and any resulting agreement. Use additional sheets if necessary.

Names of Officer, Director, Employee or Agent that is also an Employee of the Board:

\_\_\_\_\_

Names of Officer, Partner, Director or Proprietor who is spouse or child of Board member:

\_\_\_\_\_

Names of County Officer or Employee that owns 5% or more in Bidder's firm:

\_\_\_\_\_

Names of applicable person(s) who have received compensation:

\_\_\_\_\_

Description of potential conflict(s) with other clients, contracts or interests:

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

None of the above applicable: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Proposer Name

\_\_\_\_\_  
Date

## DRUG-FREE WORKPLACE FORM

---

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

\_\_\_\_\_  
(Name of Business)

1. Publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Gives each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notifies the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Imposes a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Proposer's Signature

Date: \_\_\_\_\_

## PROPOSER'S INSURANCE AND INDEMNIFICATION STATEMENT

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### INSURANCE REQUIREMENTS:

Before performing any Work, the Vendor shall, at its sole cost and expense, procure and maintain, throughout the term of the contract resulting from the award of this RFP, insurance policies meeting the requirements, and in the coverages and amounts all as contained in this section. Prior to or simultaneous with entering into a contract with the County, the Vendor will be required to provide Certificates of Insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, from companies authorized to do business in the State of Florida, and signed by a person authorized by the insurer to bind coverage on its behalf. The Vendor shall provide County with a certified copy, or copies, of said insurance policies, if requested. Each Certificate of Insurance which is allowed by law to carry an additional named insured shall show Levy County, a political subdivision of the State of Florida, its elected officials, officers, agents, employees, and volunteers, and the Supervisor of Elections, its agents, employees and volunteers, as additional named insureds. Each policy required below shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverages or limits, written notice thereof shall be given to County. Each Certificate of Insurance shall be on a standard ACORD form, listing coverages and limits, expiration dates, terms of policies and all endorsements, and shall include the bid/project name on the Certificate. Any and all deductibles to any insurance policy shall be the responsibility of the Vendor. Said insurance coverages procured by the Vendor as required herein shall be considered, and Vendor agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance or self-insurance available to County, and that any other insurance or self-insurance available to County shall be considered secondary to, or in excess of, the insurance coverage(s) procured by contractor as required herein.

With the submission of the Proposal, a Proposer shall provide a the Proposer's Statement set out below, evidencing the ability to meet the insurance requirements contained herein in the event the Proposer is the successful Proposer.

Nothing herein shall be construed to extend County's liability beyond that provided in section 768.28, Florida Statutes.

Coverages and limits for the insurance required herein shall be as follows:

A. **Commercial General Liability.** Commercial general liability insurance shall include products and complete operations performed by the Vendor. This coverage shall have the following minimum limits: five hundred thousand dollars (\$500,000) per occurrence, combined limit of one million dollars (\$1,000,000), products and completed operations limit of one million dollars (\$1,000,000), fire damage limit of one hundred thousand dollars (\$100,000), and damage to rented property limit of one hundred thousand dollars (\$100,000). Insurance must be written on an occurrence form and shall include bodily injury and property damage liability for



premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from an explosion, collapse or underground exposures, personal injury and advertising injury.

B. **Commercial Automobile Liability Insurance:** Automobile liability insurance shall cover all automobiles and trucks the Vendor may use in connection with this Proposal. The limit of liability for this coverage shall not be less than five hundred thousand dollars (\$500,000) each accident for property damage and bodily injury. Coverage must include contractual liability and must include all owned, non-owned and hired vehicles.

C. **Workers' Compensation Insurance:** Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000) each employee, and one million dollars (\$1,000,000) policy limit for disease.

**INDEMNIFICATION:**

The Vendor shall defend, indemnify and hold harmless the County and all of County's officers, agents, employees, and volunteers, and the Supervisor of Elections, and all of such Supervisor's officers, agents, employees, and volunteers, from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Vendor, its officers, agents, employees, subcontractors, or volunteers in performance or non-performance of its obligations under the contract that may be entered into as a result of the award of this RFP. Vendor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to County or the Supervisor of Elections when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by County in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of any agreement or contract awarded under this RFP. Compliance with any insurance requirements required elsewhere within this RFP shall not relieve Proposer or Vendor of its liability and obligation to defend, hold harmless and indemnify County as set forth in this article of this RFP.

Nothing herein shall be construed to extend County's liability beyond that provided in section 768.28, Florida Statutes.

**PROPOSER'S STATEMENT**

The undersigned hereby certifies that he/she/it fully understands the insurance that will be mandatory if awarded the agreement pursuant to this RFP and states that the Proposer has the ability to comply with the insurance requirements herein and will comply in full with all such requirements. The undersigned also fully accepts the indemnification and hold harmless provisions as set out above.

\_\_\_\_\_  
PROPOSER

\_\_\_\_\_  
Signature

## **SECTION FOUR – SCOPE OF WORK and MINIMUM REQUIREMENTS FOR PROPOSAL**

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### PURPOSE

The purpose of this Request for Proposal (RFP) is to obtain a Vendor to provide a Voting Tabulation System, including hardware and software, to provide training and instruction for employees in the system in a timely manner, and provide credit for and replacement for the existing voting systems used by Levy County.

### SCOPE OF WORK and MINIMUM REQUIREMENTS FOR PROPOSAL

Proposer shall provide a completed Proposal Form and all other forms as set out in Section Three of this RFP. Proposer shall provide the following requirements in sufficient detail to allow the Supervisor of Elections to evaluate each of the requirements. The Supervisor of Elections shall review each Proposal in accordance with 6.4 of this RFP and all other requirements in this RFP to assist in the ranking of the Proposals. Final ranking and award, if any, shall be made by the Board of County Commissioners in accordance with section 6.4 hereof.

The Scope of Work shall include providing all hardware and software necessary for the voting tabulation hardware and software requested by this RFP. The successful Proposer/Vendor shall provide the voting tabulation software and hardware, and a narrative description of how it will provide all of the goods and services referred to in the selection criteria from section 6.4 hereof, as follows (costs for the goods and services shall be set out on the Proposal Form):

- 4.1 Proposer must state in writing within the Proposal submission that all proposed equipment and software has or will be certified in accordance with section 101.015, Florida Statutes, no later than the award of the contract and will be available for delivery to the Supervisor of Elections on or before January 1, 2014 or a date determined by the County as date of contract award. In the event that Proposer fails to meet this requirement after award is made, award may be rescinded, and the County or Supervisor of Elections will not be liable for any costs, demands, claims, or any other charges or associated costs incurred by the Proposer.
- 4.2 Proposer must state in writing that they are able to provide annual maintenance and software license after the initial warranty and software license.
- 4.3 Proposer must state in writing that they are able to provide instruction and training for Supervisor of Elections employees prior to elections at a time and place designated by the Supervisor of Elections in Levy County.
- 4.4 Proposer must state in writing the amount of trade-in credits it can provide on the present equipment owned by the Supervision of Elections, the existing equipment is Accuvote Legacy, 22 AVOS and 19 AVTSX, and provide the amount of credit it can provide for GEMS Software License presently held by the Supervisor of Elections.
- 4.5 Proposer must state in writing the amount of telephone support that it will provide for its equipment, and the limits upon such support.

4.6 Proposer shall state in writing a complete description of its voting tabulation system hardware and software, including the size of memory cards, what products are included with the tabulation system hardware and software for the price contained in the Proposal Form for the Total Base Proposal for Voting Tabulation System Hardware and Software. The Supervisor of Elections will require approximately 30 of the tabulations hardware and software. (The 30 tabulators equal 2 tabulators in each of the 13 polling locations, 2 tabulators for early voting and 2 tabulators for absentee ballots.) The description shall include descriptions of all ballot boxes and all accessories.

4.7 Proposer shall state in writing that the Proposal includes the price in the Total Base Proposal for Voting Tabulation System Hardware and Software on the Proposal Form for any and all servers for the system use to include software and hardware to code the election in house and be able to create ballots and prepare for all election related programming in house.

4.8 Proposer shall state in writing the time frame for initial hardware warranty and software license for the voting tabulation system equipment hardware and software.

4.9 Proposer shall state in detail the manner in which its equipment allows for voting and tabulation by voters with disabilities and the cost of such equipment. This particular requirement should be specific as to how the votes are handled, tabulated and the amount of assistance required from poll workers. It is the intent of the County, through the Supervisor of Elections to protect the secrecy of the ballot for those voters with a disability as much as possible.

4.10 Proposer shall state in writing in detail the election management system, both hardware and software, and include cost of software license, server memory cards and any other accessories or equipment necessary for the proposed equipment in the Total Base Proposal for Voting Tabulation System Hardware and Software in the Proposal Form.

4.11 Proposer shall state in writing in detail all testing procedures for voting tabulation system hardware and software.

4.12 Proposer shall state in writing and in detail the amount and manner of field support training for two elections, to be provided prior to the elections, and on the day of elections.

4.13 Proposer shall state in writing that the equipment is the most current equipment certified by the State of Florida, Division of Elections, and certify that such most current equipment is what Proposer will provide to County.

**SECTION FIVE – SAMPLE FORM OF AGREEMENT BETWEEN COUNTY AND VENDOR**

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**AGREEMENT BETWEEN LEVY COUNTY  
and**

\_\_\_\_\_ **for**

**VOTING TABULATION SYSTEM HARDWARE AND SOFTWARE**

This Agreement is made and entered into by and between LEVY COUNTY, a political subdivision of the State of Florida, P.O. Box 310, Bronson, FL 32621 (hereinafter referred to as "County"), and \_\_\_\_\_ (hereinafter referred to as "Vendor") on this \_\_\_\_ day of \_\_\_\_\_, 2013.

WITNESSETH:

WHEREAS, County issued a Request for Proposals for Voting Tabulation System Hardware and Software ("the RFP"), in accordance with the provisions of applicable procurement policies and procedures as required by State and local laws and regulations; and

WHEREAS, Vendor submitted a Proposal in response to the RFP, and was subsequently selected by County as the company to provide the goods and services requested by the RFP; and

WHEREAS, County desires to acquire goods and services connected with voting tabulation system hardware and software from Vendor, and Vendor desires to provide such services in accordance with the RFP, Vendor's Proposal, and subsequent negotiations between the parties;

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payment hereinafter set forth, County and Vendor agree as follows:

**ARTICLE 1  
INCORPORATION OF DOCUMENTS**

1.1 The RFP, the Addendum to the RFP dated \_\_\_\_\_, 2013, issued by County, the Proposal submitted by Vendor dated \_\_\_\_\_, 2013, all filed with the Office of the Board of County Commissioners, are hereby specifically made part of this Agreement as if same had been set forth at length herein.

In the event of any conflict between the documents constituting this Agreement, the documents shall be given precedence in the following order:

- 1) This Agreement;
- 2) The Scope of Services attached hereto;
- 3) The RFP;
- 4) The Proposal submitted by Vendor dated \_\_\_\_\_, 2013.

**ARTICLE 2  
VENDOR'S DUTIES**

2.1 Vendor agrees to perform all the services and provide all the materials requested by the RFP, and described in the Scope of Services, which is attached hereto as Attachment "A," and incorporated herein by this reference (hereinafter referred to as the "Scope of Services"). Vendor shall perform all

services and provide all materials in strict accordance with the provisions contained herein. Vendor shall perform all services under the Scope of Services in a professional, workmanlike manner, with such professional care, technical skill, ability and diligence as is required of similar hardware and software providers having the level of skill, expertise and specialized knowledge, as represented to County, both orally and in writing, to be possessed by Vendor.

2.2 Vendor agrees to provide its services and materials in the times allowed for performance contained in the Scope of Services.

2.3 Compliance with Laws. Vendor shall comply with all federal, state, and local statutes, laws, ordinances, rules and regulations in the performance of its obligations under this Agreement. In addition to compliance with any other laws as required by this Agreement, Vendor shall comply with the public records laws of the State of Florida contained in Chapter 119, Florida Statutes, as the same may be amended. The definitions contained in such Chapter 119 apply to terms used in this subsection. Failure to comply with the provisions of this subsection shall constitute a substantial failure to perform on the part of Vendor in accordance with the terms of this Agreement. Specifically, but not by way of limitation, Vendor shall:

- (i) Keep and maintain public records that ordinarily and necessarily would be required by County in order to perform the service;
- (ii) Provide the public with access to public records on the same terms and conditions that County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- (iv) Meet all requirements for retaining public records and transfer, at no cost, to County all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to County in a format that is compatible with the information technology systems of County.

### **ARTICLE 3 ADDITIONAL SERVICES**

3.1 In the event that County desires Vendor to perform any additional services not specifically contained in the Scope of Services, the parties shall enter into an addendum to this Agreement to provide for the provision of such additional services by Vendor and payment therefor by County.

### **ARTICLE 4 TERM/TERMINATION**

4.1 The term of this Agreement shall begin on the date and year first above written and shall continue until Vendor completes all services and provides all products contained in the Scope of Services and required under this Agreement, and County accepts such services and products as satisfactory, unless otherwise terminated in accordance herewith.

4.2 This Agreement may be terminated by County, with or without cause, by written notice to Vendor of the intent to terminate. Such termination shall be effective thirty (30) days after receipt by Vendor of such written notice of intent to terminate. However, no termination for cause will be effective unless Vendor is first given ten (10) calendar days after receipt of notice of intent to terminate in which to cure the cause for termination.

4.3 In the event of termination, Vendor shall be entitled to compensation for services rendered and costs incurred through the effective date of termination. All finished or unfinished documents, data, studies, surveys, analyses, sketches, tracings, specifications, plans, designs, design calculations, details, computations, drawings, maps, models, photographs, reports, and other documents (NOTE: THIS LISTING MAY CHANGE FROM AGREEMENT TO AGREEMENT - IT WILL NEED TO BE CHANGED ACCORDINGLY) prepared by Vendor shall become the property of County and shall be delivered by Vendor to County immediately upon the effective date of termination.

## **ARTICLE 5**

### **METHOD OF BILLING AND PAYMENT**

5.1 County shall pay to Vendor the sums indicated for each Task or sub-Task in the Scope of Services for those Tasks or sub-Tasks actually performed by Vendor. The total payment to Vendor shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for Vendor's goods and services under this Agreement, performed in accordance with the Scope of Services and this Agreement. [This is for lump sum amount. If there is a different payment method, this needs to be amended.]

5.2 Payment for goods and services rendered by Vendor shall be made on a monthly basis in proportion to the percentage completed of those services listed in the \_\_\_\_\_ (Insert name of document containing fees) Section of the Scope of Services. Percentage of services completed shall be subject to review and approval by the County Supervisor of Elections and the County Coordinator or either of their designees.

5.3 Vendor shall submit all billings for payment of services rendered on a monthly basis to the County for processing. Billings shall be detailed as to nature of the goods provided and services performed and shall refer to the particular line item(s) in the \_\_\_\_\_ (insert name of document containing fees) Section of the Scope of Services to which services apply. Billings shall include a summary of any amounts previously billed and any credits for amounts previously paid.

5.4 Vendor acknowledges that each billing must be reviewed and approved by the County Supervisor of Elections and County Coordinator or either of their designees. Should the County Supervisor of Elections or the County Coordinator, or either of their designees, determine that the billing is not commensurate with services performed, work accomplished or hours expended, Vendor shall adjust billing accordingly. However, Vendor shall be entitled to payment of any portion of a billing not in dispute.

5.5 Review and payment by County of Vendor's monthly billings shall be performed in accordance with Sections 218.70 through 218.80, Fla.Stat., the Florida Prompt Payment Act.

5.6 In the event budgeted funds which are sufficient for the County to pay the amounts provided for under this Agreement are not available for any upcoming fiscal period, the County shall notify Vendor of such occurrence and this Agreement shall terminate on the last day of the then current fiscal period without penalty or expense to the County.

## **ARTICLE 6**

### **COUNTY'S RESPONSIBILITIES**

6.1 County shall perform the responsibilities contained in this Article 6 in a timely manner so as not to delay the services of Vendor.

6.2. County shall furnish to Vendor, upon request of Vendor and at County expense, all existing studies, reports and other available data pertinent to the goods provides and the services to be performed under this Agreement which are within the County's possession. However, Vendor shall be required to evaluate all materials furnished hereunder using reasonable professional judgment before relying on such materials.

6.3 County shall provide reasonable access and entry to all County property required by Vendor to provide the goods and perform the services described in this Agreement. All such access and entry shall be provided at County expense. County shall also use reasonable efforts to obtain permission for reasonable access and entry to any other public or private property required by Vendor to provide the goods and to perform the services described in this Agreement.

## **ARTICLE 7** **STANDARDS AND CORRECTIONS**

7.1 Vendor shall perform or furnish to County all goods and services required under this Agreement and related services to a level of technical skill, ability, and diligence as is required of voting tabulation hardware and software providers having the level of skill, expertise and specialized knowledge, as represented to the County, both orally and in writing, to be possessed by Vendor, all in accordance with the standards contained elsewhere in this Agreement and in accordance with generally accepted standards of professional voting tabulation hardware and software providers' practice and with the laws, statutes, ordinances, codes, rules and regulations governing voting tabulation hardware and software providers. The same standards of care shall be required of any subconsultant or subcontractor engaged by Vendor.

7.2 Vendor shall, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its goods, work product, services, or materials arising from the negligent act, error or omission of Vendor or any subconsultant or subcontractor engaged by Vendor under this Agreement. The foregoing shall be construed as an independent duty to correct rather than a waiver of County's rights under any applicable statute of limitations. County review of, approval of, acceptance of, or payment for any of Vendor's goods, work product, services, or materials shall not be construed to operate as a waiver of any of County's rights under this Agreement, or cause of action County may have arising out of the performance of this Agreement.

## **ARTICLE 8** **COUNTY PROPERTY**

8.1 All goods, documents, data, studies, surveys, analyses, sketches, tracings, specifications, plans, designs, design calculations, details, computations, drawings, maps, models, photographs, reports, and other documents and plans resulting from Vendor's goods and services under this Agreement shall become the property of and shall be delivered to County without restriction or limitation as to use. However, any use subsequent to or other than for the specific project for which such items were created, shall be at sole risk of County.

## **ARTICLE 9** **NOTICES**

9.1 Any notice required or permitted to be sent hereunder shall be sent by United States first class mail, postage prepaid, or hand-delivered to the parties at the addresses listed below:

If to County:

County Coordinator  
355 South Court Street  
P.O. Box 310  
Bronson, FL 32621

with a copy to:

Supervisor of Elections  
421 South Court Street  
Bronson, FL 32621

If to Vendor:

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

**ARTICLE 10**  
**NO CONTINGENT FEES**

10.1 Vendor certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for Vendor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Vendor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, County shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

**ARTICLE 11**  
**NO ASSIGNMENT**

11.1 This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by Vendor without the prior written consent of County. Further, no portion of this Agreement may be performed by subcontractors or subconsultants without written notice to and approval of such action by County.

**ARTICLE 12**  
**INSURANCE/INDEMNIFICATION**

12.1 Vendor shall provide certificates of insurance as provided in the RFP that shall comply with the provisions in the RFP. Vendor shall maintain insurance in the types and coverages as provided in the RFP and subject to all of the provisions of the RFP.

12.2 Vendor shall defend, indemnify and hold harmless County and all of County's elected officials, officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Vendor or its officers, agents or employees in performance or non-performance of its obligations under this Agreement. Vendor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to County when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by County in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Vendor of its liability and obligation to defend, hold harmless and indemnify County as set forth in this provision.



Nothing herein shall be construed to extend County's liability beyond that provided in section 768.28, Florida Statutes.

**ARTICLE 13**  
**CONTACT PERSONS**

13.1 The County hereby authorizes the County Supervisor of Elections to act as the County's contact person to whom all communications pertaining to the day-to-day conduct of the performance of this Agreement shall be addressed. This provision shall not grant the County Supervisor of Elections to execute any amendments to this Agreement, or solely authorize any payments pursuant to this Agreement, or to otherwise exercise any powers or authority of the County other than act as the contact person for the County.

13.2 Vendor shall appoint a person to act as Vendor's contact person to whom all communications pertaining to the day-to-day conduct of the performance of this Agreement shall be addressed. Vendor shall provide the identity and contact information for such person to the County Coordinator and the County Supervisor of Elections upon execution of this Agreement.

**ARTICLE 14**  
**SEVERABILITY**

14.1 In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed by the other party as a waiver of any subsequent breach.

**ARTICLE 15**  
**TRUTH-IN-NEGOTIATION CERTIFICATE**

15.1 Signature of this Agreement by Vendor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

**ARTICLE 16**  
**GOVERNING LAW/VENUE**

16.1 This Agreement shall be governed and construed in accordance with Florida law. In the event litigation arises involving the parties in connection with this Agreement, venue for such litigation shall be in Levy County, Florida.

**ARTICLE 17**  
**INDEPENDENT CONTRACTOR STATUS**

17.1 Vendor is an independent contractor and is not an employee, servant, agent, partner or joint venturer of the County.

IN WITNESS WHEREOF, the parties hereto have caused the execution of these premises as of the date and year first above written.

**BOARD OF COUNTY COMMISSIONERS  
LEVY COUNTY, FLORIDA**

\_\_\_\_\_, Chair

Date: \_\_\_\_\_

ATTEST:  
Danny Shipp,  
Clerk of the Circuit Court  
and Ex-Officio Clerk of the  
Board of County Commissioners

\_\_\_\_\_  
Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
Anne Bast Brown, County Attorney

(Vendor) \_\_\_\_\_

By: \_\_\_\_\_

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

Date: \_\_\_\_\_

ATTEST/WITNESS:

\_\_\_\_\_  
Secretary of Corporation