

Solicitation RFP 088-14/gsr

Electronic Pollbooks

Bid designation: Public



Hamilton County

Hamilton County

Bid RFP 088-14/gsr Electronic Pollbooks

Bid Number **RFP 088-14/gsr**
Bid Title **Electronic Pollbooks**

Bid Start Date **Dec 5, 2014 1:41:21 PM EST**
Bid End Date **Jan 12, 2015 11:00:00 AM EST**
Question & Answer
End Date **Jan 5, 2015 12:00:00 PM EST**

Bid Contact **Gina Richmond**
Purchasing Agent II
Purchasing
HAMCOPurchasingQuotes@hamilton-co.org

Contract Duration **1 day**
Contract Renewal **Not Applicable**
Prices Good for **Not Applicable**
Pre-Bid Conference **Dec 17, 2014 10:00:00 AM EST**
Attendance is optional
Location: Board of Elections Office
824 Broadway, 3rd Floor Board Room
Cincinnati, Ohio 45202

Bid Comments The Hamilton County Board of Elections is accepting proposals for modern, electronic solutions to replace the Board's existing paper signature poll books. The Board's goal is to have a new electronic poll book system fully in place and ready for use for the August, 2015 Special Election, with the possibility of partial implementation by the May, 2015 Primary Election.

Item Response Form

Item **RFP 088-14/gsr-01-01 - Total Cost**
Quantity **1 each**
Unit Price
Delivery Location **Hamilton County**
 Board of Elections - Board of Elections
 824 Broadway
 Cincinnati OH 45202
 Qty 1

Description

Total Cost- Vendor will provide their own cost sheet

RFP# 088-14


HAMILTON COUNTY PURCHASING DEPARTMENT
Purchasing Department

138 East Court Street, Room 507

Cincinnati, Ohio 45202

Phone: (513) 946-4355

Fax: (513) 946-4335

<http://www.hamilton-co.org/purchasing/>
County Administrator:

Christian Sigman

Director of Purchasing:

JoAnn Cramer, CPPB

Board of County Commissioners:

Gregory Hartmann

Chris Monzel

Todd Portune

RFP#088-14 – ELECTRONIC POLLBOOKS

| | |
|---|--|
| Vendor's Conference: | December 17, 2014 @ 10:00 AM Board of Elections Office 3 rd Floor Board Room 824 Broadway Cincinnati, Ohio 45202 |
| Deadline for Receiving Final RFP Questions: | January 5, 2015 |
| Deadline for Issuing Final RFP Answers: | January 6, 2015 |
| Deadline for Proposals Received by Issuing Officer: | January 12, 2015 @ 11:00 AM |

Electronic proposals will be received through BidSync or Paper Sealed proposals will be received at the Hamilton County Purchasing Department, Room 507, 138 East Court Street, Cincinnati, Ohio 45202, until 11:00 AM on the date listed above and will be read at that time. The **Public Opening of proposals will be held in conference room A**. Proposal forms, specifications, etc. may be obtained upon application at the Purchasing Department, or they may be electronically retrieved by accessing the following web site: <http://www.hamilton-co.org/purchasing/>.

Responders can register with Bid Sync by calling 1-801-765-9245 or by visiting the website at www.bidsync.com. There is **no** charge for Hamilton County solicitations. Responders will receive notification of all postings made by Hamilton County for the commodity selections you have made. If you need **HELP** preparing an electronic response please feel free to contact Bid Sync Supplier support @ 1-800-990-9339 ext #1.

RFP# 088-14

DEPARTMENT NAME: Board of Elections
STREET ADDRESS: 824 Broadway, 2nd floor
CITY, STATE AND ZIP CODE: Cincinnati, Ohio 45202

Vendors submitting proposals must realize that other County Departments may elect to utilize this proposal for their use after its original award. All proposals must include the length of time that the prices and services offered are available and effective. The pricing submitted in the proposal can only be used for the effective time period specified in the original proposal.

Additionally, Hamilton County is permitting area Municipalities, Townships, Villages and Cities to utilize our proposal opportunities after the award of the RFP.

The Board of County Commissioners and the Board of Elections reserves the right to reject any and all proposals and, unless otherwise specified within the proposal, to accept any item in the proposal.

In its efforts to promote small business participation in Hamilton County projects, it is the policy of the Hamilton County Board of Commissioners/BOE that no contracting decision or contract award shall be based upon race, color, creed, sex, national origin, age or other unlawful basis. However, Hamilton County is an equal business opportunity governmental entity, and has always provided and will continue to provide, equal business opportunities in accordance with this policy.

RFP# 088-14**GENERAL CONDITIONS AND INSTRUCTIONS TO VENDORS**

1. The Board of County Commissioners and Board of Elections (BOE) reserves the right to reject any or all proposals and, unless otherwise specified by the Vendor, to accept any item in the proposal. In case of error in extending the total amount of the proposal, the unit price will govern.
2. Hamilton County, Ohio is an equal business opportunity governmental entity and recognizes that small businesses promote employment and economic growth. The County encourages the participation of small businesses on County projects.
3. (*If applicable*) The small business participation goal for this contract is 0%. The goal may be achieved by contracting with subcontractors and suppliers that meet the Small Business Administration's detailed definitions or size standards (see www.sba.gov/size for more information).
4. The County will make the final payment when the materials, supplies, equipment, or the work performed has been fully delivered or completed to the full satisfaction of the BOE.
5. In case of default by the Vendor or contractor, the Board of County Commissioners and BOE may procure the articles or services from other sources and hold the Vendor or contractor responsible for any excess costs occasioned thereby.
6. Prices must be stated in the units or quantities specified.
7. Prices quoted will be considered as being based on delivery to destination as designated, and to include any charges for packing, crating, containers, etc., and being in strict accordance with the specifications as shown.
8. Whenever a reference is made in the specifications or in describing the materials, supplies, or services required, of a particular trade name or manufacturer's catalog or model number, the Vendor, if awarded the contract, will be required to furnish the particular item referred to in strict accordance with the specifications and descriptions **UNLESS** a departure or substitution is clearly noted and described in the proposal by the Vendor and accepted by the County.
9. The Vendor, if awarded a contract or order, agrees to protect, defend, and hold harmless the Board of County Commissioners and BOE against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or from a part of the work covered by either order or contract. He/she further agrees to indemnify and hold harmless the Board of County Commissioners and BOE from suits or actions of every nature and description brought against it for or on account of any injuries or damages received or sustained by any party or parties by or from any acts of the contractor, his/her servants or agents. To this extent, the Vendor or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by

RFP# 088-14

the Board of County Commissioners/BOE wherever such insurance, in the opinion of the Board, is deemed necessary.

10. **Proposals shall be irrevocable for a period of one hundred and twenty (120) days after they are opened by the Purchasing Department unless otherwise agreed to by both parties in writing.** If accepted, the Vendor must, within one hundred and twenty (120) days (unless extended by Hamilton County, in writing) after receiving notice of acceptance of said proposal, be willing to: a) enter into a written agreement for the materials, supplies, or services set forth in this RFP on terms and conditions satisfactory to the County; and b) faithfully perform said contract according to its terms, conditions and the specifications set forth therein. Vendor will promptly pay all damages and expenses occurring to said Hamilton County by reason of its failure or refusal to enter into said contract. Hamilton County will treat all vendors alike in every respect, and Hamilton County will take final action on this and all other proposals no later than one hundred and twenty (120) days (unless extended by Hamilton County, in writing) after this and all other proposals are opened. No proposal shall be considered as accepted, nor any obligation assumed hereunder by Hamilton County, until such time as said Hamilton County deposits in the U.S. Mail written notice, addressed to the successful Vendor or Vendors at the address given an acceptance of the proposal or award of a contract.
11. Samples, when requested, are returned at the Vendor's expense.
12. Vendor agrees to comply with any new laws or acts regulating public buying procedure. Hamilton County Purchasing follows the Ohio Revised Code.
13. The Vendor with his usual signature must sign each proposal. Proposal by partnerships must be signed by the partnership name and one of the members of the partnership or by an authorized representative followed by the signature and title of the person signing. Proposals by corporations must be signed with the name of the corporation, followed by the signature and designation of the President, Secretary, or any other individual person authorized to act on its behalf of contracting matters.
14. Proposals, to receive consideration, **MUST BE RECEIVED** prior to the specified time of opening and reading as designated in the RFP.
15. When submitting their proposals, vendors are required to use the system generated proposal form furnished by the Purchasing Department when submitting their proposals. The forms cannot be altered. If submitting a paper proposal, envelopes must be sealed when submitted and the RFP number prominently written and displayed on the outside of the envelope/packages. Electronic responses must be completed online.
16. Proposals having erasures or corrections thereon may be rejected unless explained or noted over the signature of the Vendor.

RFP# 088-14

17. Vendors may submit proposals on any one or group of items. Provided however, however, the unit price(s) must be shown as requested.
18. A particular trade name, manufacturer's catalog or model number may be referred to in RFP for descriptive purposes only and only to assist in interpreting the type of materials, supplies, to be used in performing the work. However if a particular trade name, manufacturer's catalog or model number is a required element, the Vendor's attention is directed to Item 8 above and Vendor must strictly adhere to that condition.
19. Proposals must be mailed or delivered to: Purchasing Department, Hamilton County, 507 Administration Building, 138 East Court Street, Cincinnati, Ohio 45202 or proposals can be submitted electronically through BidSync.com.
20. Concealed weapons, whether with or without a permit, are not allowed in any Hamilton County Building. ORC states that "Unless otherwise authorized by law, pursuant to the Ohio Revised Code, no person shall knowingly possess, have under the person's control, convey, or attempt to convey a deadly weapon or dangerous ordnance onto these premises."

TAXES

OHIO SALES TAX: Not applicable to County purchases.

FEDERAL EXCISE TAX: Not applicable to purchases for essential government functions.

RFP# 088-14



REQUEST FOR PROPOSAL #088-14
FOR
ELECTRONIC POLLBOOKS

Issued by

**THE HAMILTON COUNTY BOARD OF COMMISSIONERS ON
BEHALF OF THE BOARD OF ELECTIONS
CINCINNATI, OHIO 45202
December 5, 2014**

RFP# 088-14**1.0 INTRODUCTION**

The Hamilton County Board of County Commissioners on behalf of the Board of Elections (BOE) is accepting electronic or sealed proposals for Electronic Pollbooks. The purpose of this RFP is to select a vendor(s) who it determines to be the lowest and best vendor(s) meeting all required specifications for the specified time periods. The Vendor selected from this RFP process shall provide Electronic Pollbooks, as defined in Section 4.0, Requirements and Specifications.

1.1 Proposal Schedule:

| <u>ACTION ITEM</u> | <u>DELIVERY DATE</u> |
|--|--|
| Vendor's Conference (if applicable) | December 17, 2014 @ 10:00 AM Board of Elections Office 3 rd Floor Board Room 824 Broadway Cincinnati, Ohio 45202 |
| Deadline for Receiving Final RFP Questions | January 5, 2015 |
| Deadline for Issuing Final RFP Answers | January 6, 2015 |
| Deadline for Proposals Received by Issuing Officer | January 12, 2015 @ 11:00 AM |

1.2 Issuing Officer:

The RFP, the evaluation of responses, and the award of any resultant contract shall be made in conformance with current County procurement procedures.

The mailing address for sending a proposal, asking questions regarding the proposal process, technical issues, or the Scope of Service is:

**Gina Richmond, Purchasing Agent
Hamilton County Purchasing Department
138 East Court Street, Room 507
Cincinnati, Ohio 45202**

All questions regarding this proposal must be presented in writing and e-mailed or faxed to:

HAMCOPurchasingQuotes@hamilton-co.org
(RFP number should be entered in the subject line of the e-mail)

or

Fax: (513) 946-4335

RFP# 088-14**1.3 Vendor's Conference and Registration Process:**

A Vendor's Conference will take place at the Hamilton County Board of Elections, 34d Floor Board Room, 824 Broadway, Cincinnati, Ohio 45202 at 10:00 A.M. EST on December 17th, 2014. The purpose of the conference is to answer questions related to the RFP.

Vendors interested in submitting proposals must register by faxing or e-mailing the registration form document to:

HAMCOPurchasingQuotes@hamilton-co.org

(RFP number should be entered in the subject line of the e-mail)

or

Faxing to: Gina Richmond at (513) 946-4335

Registration helps insure that Vendors receive all addenda and copies of all questions and answers given.

If the Vendor attempts any unauthorized communication with individuals associated with this project or RFP, Hamilton County will reject the Vendor's proposal.

The definition of individuals associated with this project is further defined as:

- Public Officials
- Project Managers and their staff assigned to the project
- Issuing Officer
- Individuals involved with the evaluation process
- The departments listed

The integrity of the competitive proposal process is very important to Hamilton County in the administration of its business affairs, the residents of Hamilton County, and the Vendors and providers that participate in the process of good faith. Behavior by Vendors and providers that violate or attempt to manipulate the competitive proposal process in any way are taken very seriously.

Examples of unauthorized communication are:

- Telephone calls
- Letters or faxes regarding the project or its evaluation prior to the award made to anyone other than the issuing officer
- Visits in person or through a third party attempting to obtain information regarding the RFP
- E-mail, except to the Issuing Officer

Communication being e-mailed, mailed, or faxed regarding the legal proposal process, technical aspects or Scope of Service are to be sent to the Issuing Officer. The address is listed in **Section 1.2, Issuing Officer**. No questions can be received after **January 5, 2015 at 12:00 P.M. EST**. The final responses will be

RFP# 088-14

emailed or faxed on **January 6, 2015** at the close of business. Only Vendors who register for the RFP will receive copies of all questions and answers.

1.4 Vendor Disclosures:

Vendor certifies that Vendor has no final judgments against them that have not been satisfied at the time of award in the total amount of fifty percent (50%) of the proposal amount of this project.

1.5 Vendor Examination of the RFP:

Vendors shall carefully examine the entire RFP and any addenda thereto, all related materials and data referenced in the RFP or otherwise available, and shall become fully aware of the nature of the request and the conditions to be encountered in performing the requested services.

If Vendors discover any ambiguity, conflict, discrepancy, omission or other error in this RFP, they shall immediately notify the Issuing Officer of such error in writing and request clarification or modification of the document. Modifications shall be made by addenda issued pursuant to **Section 1.6, Addenda to RFP**. Clarification shall be given by email or fax to all parties who registered without divulging the source of the request. All Vendors who plan to submit a proposal must register with the **Issuing Officer, Section 1.2** of this document.

If a Vendor fails to notify Hamilton County prior to **January 5, 2015 at 12:00 P.M. EST** of an error in the RFP known to the Vendor, or if an error that reasonably should have been known to the Vendor, the Vendor shall submit its proposal at the Vendor's own risk, and if awarded the contract, the Vendor shall not be entitled to additional compensation or time by reason of the error or its later correction.

1.6 Addenda to RFP:

Any addenda to this RFP will be issued by the Hamilton County Issuing Officer by email or fax to all Vendors that have registered using the procedure previously mentioned in **Section 1.5, Vendor Examination** of the RFP.

1.7 Availability of Funds:

This RFP is conditioned upon the availability of federal, state, or local funds, which are appropriated or allocated for payment of the proposed goods. If, during any stage of this RFP process, funds are not allocated and available for the proposed services, the RFP process will be cancelled. Hamilton County will notify the Vendor at the earliest possible time if this occurs. Hamilton County is under no obligation to compensate Vendor for any expenses incurred as a result of the RFP process.

RFP# 088-14**2.0 SUBMISSION OF PROPOSAL****2.1 Preparation of Proposal:**

Proposals must provide a straightforward, concise delineation of qualifications, capabilities, and experience to satisfy the requirements of the RFP. Expensive binding, colored displays, promotional materials, etc. are not necessary or desired. Vendors are encouraged to submit their proposals on recycled paper and to use double-sided copying. Emphases must be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, completeness, and clarity of content. Vendors responding to the RFP must complete all forms and attachments. Submissions by Vendors that are incomplete will be rejected.

All proposals submitted shall become the property of Hamilton County to use or, at its option, return. All proposals and associated documents will be considered to be public information and will be open for inspection to interested parties unless identified as trade secret or otherwise exempted from disclosure under the Ohio Public Records Act.

Trade secrets or otherwise exempted information must be clearly identified and marked as such in proposal. Each page containing such material must:

- Be placed in a sealed envelope
- Must have the basis for non-disclosure status stamped or written in the upper right hand corner of the page and the envelope; and
- Be placed in the required order of the response format.

For Example, if pages 1-5 are not trade secrets or otherwise exempted information and Page 6 contains a trade secret, then:

- The words “Trade Secret” would be stamped in the corner of the page 6
- Page 6 would be placed in an envelope; and
- The envelope that is stamped containing a “Trade Secret” is placed after page 5.

DO NOT MARK EVERY PAGE OF YOUR PROPOSAL AS TRADE SECRET OR OTHERWISE EXEMPTED FROM DISCLOSURE OR YOUR PROPOSAL MAY BE REJECTED.

It will be the Vendors sole responsibility to legally defend the actions of the County for withholding your documents as trade secret or otherwise exempted information if the issue is challenged.

2.2 Proposal Cost:

The cost of developing proposals is entirely the responsibility of the Vendor and shall not be chargeable to Hamilton County under any circumstances. The Vendor must certify that the proposal and pricing will remain in effect for the duration

RFP# 088-14

specified. All materials submitted in response to the RFP will become the property of Hamilton County and may be returned only at Hamilton County's option and at the Vendor's expense.

2.3 False or Misleading Statements:

Proposals which contain false or misleading statements, or which provide references that do not support an attribute or condition contended by the Vendor, may be rejected. If, in the opinion of Hamilton County, such information was intended to mislead Hamilton County, in its evaluation of the proposal and the attribute, condition, or capability, the proposal will be rejected. **Vendors who mislead Hamilton County by providing demonstrations with products, features or services that are not included in their proposal will have their proposal rejected.**

2.4 Vendor Representative's Signature:

An individual who is authorized to contractually bind the Vendor shall sign the proposal. The signature must indicate the title or position the individual holds with the Vendor. Entities, which sign contracts in the name of the Vendor, must provide the name of a corporate officer for signature validation by Hamilton County. Any and all unsigned proposals will be rejected.

2.5 Delivery of Proposals:

Vendors submitting their proposal electronically must submit their proposal through BidSync.com by **11:00 a.m. EST on January 12, 2015**. Vendors who are submitting a paper copy of their proposal must mail or deliver **one (1) original copy and one (1) electronic copy (CD or Thumb Drive in one printable file)** of the entire written proposal to the **Issuing Officer** at the address listed in **Section 1.2, Issuing Officer** no later than **11:00 A.M. EST on January 12, 2015**. All proposals must reference **RFP#088-14 – Electronic Pollbooks**. Upon request, a receipt will be issued for all proposals received. Proposals received after the deadline will not be considered. No telegraphic, facsimile, or telephone proposals will be accepted. If mailed, the Vendor should use certified or registered mail, UPS, or Federal Express with return receipt requested.

It is absolutely essential that Vendors carefully review all elements in their final proposals. Once opened, proposals cannot be altered; however, Hamilton County reserves the right to request information or respond to inquiries for clarification purposes only.

2.6 Acceptance and Rejection of Proposals:

Hamilton County reserves the right to:

- Award a contract on the basis of individual items, or on the entire list of items
- Award or not award any portion of this contract
- Award a contract to multiple Vendors

RFP# 088-14

- Reject any or all proposals, or any part thereof
- Waive any informality in the proposals
- Eliminate conditions or terms that are not in the best interest of Hamilton County and its residents

2.7 Evaluation and Award of Contract:Preliminary Proposal Review:

The review process will be conducted in two (2) stages. Stage 1 will consist of a preliminary review to ensure that the proposal materials adhere to the minimum requirements (and mandatory conditions) specified in the RFP and the completion of all the required forms. Proposals, which successfully complete the first stage, will be deemed “Qualified”. Those which do not, will be deemed “Non-Qualified”. “Non-Qualified” proposals will be placed in the inactive file.

Partial submissions or proposals submitted after the designated deadline will be determined to be non-responsive and will be “Non-Qualified”.

“Qualified” proposals will then be reviewed in Stage 2, in accordance with the review process.

- **Stage 1 Review**

“Qualified” proposals in response to the RFP must meet the following requirements:

- Timely Submission – the proposal is received at the address designated in the RFP by **January 6, 2015 at 11:00 A.M. EST** and according to instructions. Proposals mailed but not received at the designated location by the specified date will be deemed “Non-Qualified” and will not be considered.
- Completeness of submission – proposal submission must include at minimum:
 - Required number of copies (1 original and 1 copy) and one CD/Thumb Drive with the whole PDF copy
 - All sections defined in **Section 5.0, Proposal Format and Evaluation Process**
 - All designated attachments
 - Easily reproduced, quality paper, single spaced, clearly formatted with type face that is easily read

RFP# 088-14

- Determination that the proposal meets minimum qualifications outlined in this RFP

Proposals which do not meet all of the above first stage review submission requirements will be deemed “Non-Qualified” and will not be reviewed for Stage 2.

- **Stage 2 Review**

All qualified proposals will be reviewed, evaluated and rated. Comparisons among or between proposals that are not appropriate will not occur. At any time during the review, and at any level of the review, Hamilton County may request additional information from the Vendor. Such information requests and Vendor's responses must always be in writing. Information may be requested from sources other than the written proposal to evaluate the Vendor.

All information obtained will be used in conjunction with the data from Stages 1 and 2 to make a final selection.

The evaluation will include, but will not be limited to:

- Ability to meet the time lines and requirements requested for service
- Overall responsiveness, viability and completeness of the proposal as well as the likelihood that, in Hamilton County's opinion and at Hamilton County's discretion, the proposal best meets or exceeds Hamilton County's specifications
- Customer references
- The criteria for the Stage 1 review
- Completeness of all forms
- Information in the Executive Summary
- Personnel Qualifications
- Distinguishing Characteristics
- Cost of Proposed Service
- Any other facts considered relevant by Hamilton County and demonstrated by the proposal or investigation by Hamilton County

RFP# 088-14

- Experience with a similar project of comparable size and scope
- Experience with a similar project of comparable size and scope for Hamilton County Departments

2.8 Proposal Selection:

Proposal selection does not guarantee a contract for services will be awarded.

The selection process includes:

- All proposals will be evaluated in accordance with **Section 2.7, Evaluation and Award of Contract**. The proposal is rated based on the criteria in the RFP.
- Based upon the results of the evaluation, Hamilton County will select a Vendor for the service who it determines to be the lowest and best vendor(s) meeting all required specifications.
- Hamilton County BOE works with the Vendor who was selected as lowest and best vendor to finalize the details of the contract document.
- If the County and the Vendor are able to successfully finalize the contract document details. The Purchasing Department/BOE will recommend the for a contract award. The Hamilton County Administrator/BOE may make a recommendation to the Board of County Commissioners for the final award of a contract.

The Board of Elections has the final authority to award and execute a contract.

- If Hamilton County determines that the County and the Vendor are unable to successfully come to terms regarding the contract, Hamilton County/BOE reserves the right to terminate contract discussions with the Vendor. The Purchasing Department/BOE will not recommend the Vendor to the Hamilton County Administrator. In this event, Hamilton County reserves the right to select another Vendor from the proposal process, cancel the RFP, or reissue the RFP if this is deemed necessary.

RFP# 088-14**3.0 TERMS AND CONDITIONS:**

The contents of this RFP and the commitments set forth in the selected proposals shall be considered contractual obligations, if a contract ensues. Failure to accept these obligations may result in cancellation of the award. All legally required terms and conditions shall be incorporated into final contract documents with the selected Vendor. The final contract will also contain additional provisions other than those that are set forth in this Section 3.0.

3.1 Type of Contract:

The evaluation of proposals submitted in response to this RFP may result in the issuance of a contract. The contract shall incorporate the terms, conditions, and requirements of the RFP, the Vendor's proposal, and all other agreements that may be reached.

The desired contract structure is one under which the Vendor designs, develops and implements the Electronic Pollbooks for all County Departments and is solely responsible for the execution of the project and contract requirements as stated in the RFP.

If the Vendor proposes a different type of approach, they must describe the contractual protection offered to ensure successful completion of the project. If the Vendor proposes a multi-Vendor or sub-contract approach, clearly describe the responsibilities of each party and the assurances of the performance the Vendor offers. The successful Vendor's proposal, this RFP, and other applicable addenda will become part of the final contract and will merge into the contract.

3.2 Contract Period, Funding and Invoicing:

Contract reimbursement is based on successful completion and approval of all equipment and services over the period of the contract. Vendor can claim payment only for services already provided. Payment by Hamilton County is made within thirty (30) days after verification and acceptance of invoices presented by the Vendor and any required documentation.

3.3 Patent or Copyright Liabilities:

The Vendor will protect, defend, and hold free and harmless Hamilton County, its officers, employees, agents and Board of County Commissioners and BOE against all claims that any of the designs supplied hereunder infringes a U.S. patent or copyright. The Vendor will pay all resulting costs, damages, and attorney's fees to defend Hamilton County against such claims. Hamilton County will promptly notify the Vendor in writing of all claims, and the Vendor will have control of the defense and all related settlement negotiations.

RFP# 088-14

If such claim has occurred, or is likely to occur, Hamilton County agrees to permit the Vendor, at Vendor's option and expense, either to procure for Hamilton County the right to continue using the designs or programming or to replace or modify the same so that they become non-infringing but still meet the requirements of the RFP.

3.4 Confidentiality and Security:

Any Vendor or contractor engaging in any service for Hamilton County requiring them to come into contact with confidential Hamilton County information will be required to hold confidential such data made available to them.

3.5 Hamilton County Employees:

Selected Vendor warrants that, for the duration of the contract with Hamilton County for this project, Vendor will not solicit Hamilton County employees to work for Vendor.

3.6 Insurance Requirements:**GENERAL CONDITIONS****Vendor's Insurance Provisions**

During the Agreement and for such additional time as may be required, Vendor shall provide, pay for, and maintain in full force and effect the insurance outlined herein for coverage at not less than the prescribed minimum limits covering Vendor's activities, those activities of any and all subcontractors or those activities anyone directly or indirectly employed by Vendor or subcontractor or by anyone for whose acts any of them may be liable.

Certificates of Insurance

Before starting work, Vendor shall give the County a certificate of insurance completed by Vendor's duly authorized insurance representative certifying that at least the minimum coverage required herein is in effect; specifying the form that the liability coverage's are written on; and, confirming liability coverage's shall not be cancelled, non-renewed, or materially changed by endorsement or through issuance of other policy(ies) of issuance without thirty (30) days advance written notice to:

**Hamilton County Risk Manager
Room 707
138 East Court Street
Cincinnati, OH 45202
Facsimile: 513-946-4322**

RFP# 088-14

Each policy required by this clause, except worker's compensation and professional liability, shall endorse "the Board of County Commissioners/BOE" of Hamilton County, Ohio and its officials, employees, agents, and volunteers" as an additional insured. The additional insured endorsement shall be on an ACORD or ISO form.

The Vendor shall furnish the Hamilton County Risk Manager and the Purchasing Department with a Certificate of Insurance describing the insurance specified under the agreement. The certificate shall be provided on an ACORD 25 form or equivalent. The Vendor shall furnish the Hamilton County Risk Manager and the Purchasing Department with a copy of the Worker's Compensation Insurance Certificate if it is not described in the ACORD 25 insurance certificate.

Failure of the County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of County to identify a deficiency from evidence provided shall not be construed as a waiver of Vendor's obligation to maintain such insurance.

The acceptance of delivery by County of any certificate of insurance evidencing that the required coverage and limits does not constitute approval or agreement by the County that the insurance requirements have been met or that the insurance policies shown in the certificates of insurance are in compliance with the requirements.

The County shall have the right, but not the obligation, of prohibiting the Vendor or its subcontractor(s) from conducting business with the County until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the County.

If Vendor fails to maintain the insurance as set forth herein, the County shall have the right, but not the obligation, to purchase said insurance at Vendor's expense. Alternatively, the Vendor's failure to maintain the required insurance may result in termination of this Agreement at County's option.

If any of the coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted with Vendor's final invoice.

All certificates of insurance shall reference the project/contract number for which the insurance is being provided.

Insurer Qualifications

To the extent feasible, all insurance shall be provided through companies admitted to do business in the State of Ohio. Insurance policies provided by companies not admitted to do business in the State of Ohio shall be reviewed by the Hamilton County Risk Manager. Each company shall minimally have an A.M.

RFP# 088-14

Best rating of A-: VII. In addition, certified copies of all insurance policies or amendatory endorsements required shall be provided to the County within ten (10) days of Vendor's written request for those copies.

Insurance Primary

All coverage required of Vendor shall be primary over any insurance or self-funded program carried by the County. Any insurance or self-insurance maintained by the County shall be excess of the Vendor's insurance and shall not contribute to it.

No Reduction or Limit of Obligation

By requiring insurance, the County does not represent that coverage and limits shall necessarily be adequate to protect Vendor. Insurance effected or procured by Vendor shall not reduce or limit Vendor's contractual obligation to indemnify and defend County for claims or suits which result from or are connected with the performance of this Agreement.

Additional Insured

To the extent commercially available, the policy or policies providing insurance as required, with the exception of professional liability (if applicable) and workers' compensation, shall defend and include the Board of County Commissioners/BOE, Hamilton County, Ohio and its officials, officers, employees, agents, and volunteers as additional insureds on a primary basis for work performed under or incidental to this Agreement. The form of the Additional Insured endorsement shall be the most recent edition of Insurance Services Office CG 20 10 (Form B) or its equivalent. If any of the Additional Insureds have other insurance applicable to the loss, it shall be on an excess or contingent basis. The amount of Vendor's insurance shall not be reduced by the existence of such other insurance.

Severability of Interests

Vendor shall require all insurance policies in any way related to the goods or services provided under this Agreement and secured and maintained by Vendor to include a severability provision or an endorsement waiving "cross claim exclusion between insureds" verbiage contained therein. Vendor shall require of subcontractors, by appropriate written agreements, similar waivers are included in subcontractor's insurance policies.

Duration of Coverage

All required coverage shall be maintained without interruption during the entire term of this Agreement. The products and completed operations coverage under the Commercial General Liability policy shall maintain coverage for the entire term of this Agreement, plus an additional two (2) years, following final acceptance of the product(s) or the service(s) by the County.

RFP# 088-14**Continuous Operation**

Vendor's general liability insurance policy must be endorsed to reflect the fact that County and any tenants shall continue to operate business activities of Vendor and that no property used in connection with County and tenants' activities shall be considered by Vendor's insurance company as being in the care, custody, or control of Vendor.

Retroactive Date and Extended Reporting Period

If any insurance required herein is to be issued or renewed on a claims-made form as opposed to the occurrence form, the retroactive date for coverage shall be no later than the commencement date of the project. Further the policy shall state that in the event of cancellation or non-renewal, claim discovery period or "tail coverage" shall be 1 year beyond the cancellation date.

Subcontractor's Insurance

Vendor shall cause each subcontractor contracted by Vendor, under this agreement to purchase and maintain insurance of the types specified below. When requested by the County, the Vendor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

Joint Ventures

If Vendor is a joint venture involving two (2) or more entities, then each independent entity shall satisfy the limits and coverage specified here or the joint venture shall be the Named Insured under each policy specified.

Waiver of Subrogation

Vendor shall require all insurance policies in any way related to the work and secured and maintained by Vendor to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against the County. Vendor shall require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.

Cooperation

Vendor and County agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating, and audit procedures.

Adjustment of Losses

Any County's first party loss insured under the policies required herein shall be adjusted by Vendor and County, as their interest may appear, and made payable to County as trustee for the insured's as their interest may appear, subject to the requirements of any applicable mortgagee clause. The County, as trustee, shall have the power to adjust and settle any loss with the insurers unless one of the parties in interest objects in writing within five (5) days after the loss to County's

RFP# 088-14

exercise of this power. If such objection is made, an arbitrator mutually acceptable to the parties in interest and the County shall be chosen promptly.

The County, as trustee, shall in such case make settlement with the insurers in accordance with the directions of such arbitrator. If distribution of the insurance proceeds by arbitration is required, the arbitrators shall direct such distribution.

Replenishments of Limits

At Vendor's expense, all limits must be maintained at all times due to claims on this project or any other project. Failure to do so may result in cancellation of this Agreement at the County's sole discretion. If Vendor fails to renew, replace or replenish the coverage required, County may do on Vendor's behalf and deduct the cost from Vendor's payments.

Insurance Limits and Coverage

To the extent applicable, the amounts and types of insurance shall conform to the minimum terms, conditions, and coverage of Insurance Service Office (ISO) policies, forms, and endorsements.

If Vendor has any self-insured retentions or deductible under any of the following minimum required coverage, Vendor must identify on the certificate of insurance the nature and amount of such self-insured retentions or deductible and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductible shall be Vendor's sole responsibility.

Commercial General Liability

Vendor shall maintain commercial general liability insurance covering all operations by or on behalf of Vendor on an occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Such insurance shall have these minimum limits and coverage:

Minimum Limits:

- \$1,000,000 each occurrence
- \$1,000,000 general aggregate
- \$2,000,000 products and completed operations aggregate
- \$100,000 fire liability

Coverage:

- Equivalent to most recent ISO commercial general liability form ISO CG 00 01
- Products and completed operations coverage maintained for at least two (2) years
- Blanket contractual liability
- Broad form property damage

RFP# 088-14

- Severability of interest
- Personal injury
- Waiver of subrogation
- Joint venture as named insured (as applicable)
- Additional insured endorsement

Automobile Liability

Vendor shall maintain business auto liability covering liability insurance arising out of any auto (including owned, hired, and non-owned autos) assigned to or used in performance of the work contemplated under this Contract. The policy shall be at least as broad as the current version of the ISO CA 00 01 form.

Minimum Limits:

- \$1,000,000 combined single limit each accident

Coverage:

- Additional insured endorsement
- Specific waiver of subrogation
- Contractual liability

Worker's Compensation

Vendor shall maintain workers' compensation and employer's liability insurance.

Minimum Limits:

- Worker's compensation-statutory limit meeting the requirements under the laws of Ohio

Employer's liability

\$1,000,000 bodily injury for each accident

\$1,000,000 bodily injury by disease for each employee

\$1,000,000 bodily injury disease aggregate

Umbrella/Excess Liability

Vendor shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in Commercial General Liability insurance, and Business Automobile Liability insurance, which is at least as broad as each and every one of the underlying policies.

The amounts of insurance required in this Section - General Liability, Business Auto Liability and Umbrella/Excess Liability may be satisfied by Vendor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

RFP# 088-14

- Minimum Limits:
\$3,000,000 combined single limit and aggregate limit.

Coverage:

- Additional insured endorsement
- Pay on behalf of wording
- Concurrency of effective dates with primary
- Blanket contractual liability
- Punitive damages coverage (where not prohibited by law)
- Aggregates: apply where applicable in primary
- Care, custody, and control-follow form primary
- Drop down feature
- Specific waiver of subrogation

Self-Insured Retention
\$10,000

3.7 DEBARMENT AND SUSPENSION

Provider will, upon notification by any federal, state, or local government agency, immediately notify Hamilton County of any debarment or suspension of Provider being imposed or contemplated by the federal, state or local government agency. Provider will immediately notify Hamilton County if it is currently under debarment or suspension by any federal, state, or local government agency.

4.0 REQUIREMENTS AND SPECIFICATIONS**4.1 Summary**

The Hamilton County Board of Elections is accepting proposals for modern, electronic solutions to replace the Board's existing paper signature poll books. The Board's goal is to have a new electronic poll book system fully in place and ready for use for the **August, 2015 Special Election**, with the possibility of partial implementation by the **May, 2015 Primary Election**.

4.2 Introduction

The Hamilton County Board of Elections is responsible for conducting all elections in the county. The Board administers and oversees all federal, state and local elections. A few of our principal functions include establishing election precincts and voting locations; appointing and training poll workers; designing, preparing and distributing ballots; procuring, testing and maintaining voting equipment; canvassing and certifying the ballots cast in elections; investigating any voting irregularities; maintaining voter registration and participation records;

RFP# 088-14

conducting candidate filing; receiving, auditing and maintaining campaign finance reports; and providing public information upon request. For reference, in the **November 2014 General Election**, Hamilton County has 555 Precincts and utilizes approximately 393 voting locations. There are currently 544,055 registered voters in Hamilton County.

4.3 Purpose & Objective

The purpose of this RFP is to solicit proposals from qualified vendors to provide the Board with a modern, electronic poll book solution that is an efficient, accurate and cost-effective replacement for the paper-based poll books currently in use. Additional solutions or components that serve to provide optional features should also be addressed in a proposal.

Our primary objective is to provide the public with the most efficient means of voter check-in that simplifies Precinct Election Officials' (PEO's) duties, improves internal Board efficiencies, provides the most accurate and reliable record of recording voter participation, and ultimately streamlines the check in process to reduce voter wait times.

4.4 Description

Currently, when a voter appears in a precinct polling place on Election Day and wishes to vote, the voter must check in with a Precinct Election Official (PEO) who verifies the voter's registration using a paper signature poll book. The book includes a digitized image of the voter's signature on file with the Board as well as a space for the voter to sign his or her name.

After a registered voter supplies appropriate identification and signs the signature poll book, Precinct Election Officials who are assigned to conduct and supervise voting in each precinct must compare the signature given with the voter's digitized signature and determine whether the signatures match. If, in the judgment of the PEO, the signatures match, the voter is presumably eligible to receive and cast a ballot.

The Board uses eScan and eSlate voting equipment provided by Hart InterCivic. Voters are given a paper ballot with a detachable, consecutively numbered stub that is subsequently recorded. The PEOs are required to reconcile the number of ballots cast against the number of ballots issued in the precinct after the polls close. Thus, the poll book serves both as a means for determining a person's eligibility to vote, and as a record that the person has cast a ballot.

A voter whose eligibility to cast a ballot is questioned may still be able to cast a "provisional" ballot. Provisional ballots, however, will not be counted on Election Day. They are instead sent to the Board of Elections' central office and secured until it is determined whether the voter is, in fact, eligible to vote. On Election

RFP# 088-14

Day, provisional ballots remain segregated and unscanned by voting equipment. For more detail regarding the Board's Election Day equipment and procedures, copies of the Board's PEO Quick Guide and Comprehensive Manual are included in this document's appendices.

4.5 Functions

At a minimum, a selected vendor will be required to furnish a solution that provides the following:

- (a) A system that meets all certification requirements of the Ohio Board of Voting Examiners and the Ohio Secretary of State, and complies with all Ohio Secretary of State advisories, and directives governing the implementation and usage of electronic pollbooks.
- (b) A method to electronically list, search, identify and authenticate eligible voters, including the ability to compare voter signatures, on Election Day at polling locations, or during in-office early voting, eliminating the need to print paper poll books.
- (c) A method to verify precinct assignment for any voter in the county or any address in the county and redirect voters to correct polling place location as well as print a receipt documenting the redirect, if necessary.
- (d) A method to ensure that updated voter registration information can be communicated to poll workers on any day or days on which voting is being conducted in as near to real-time as feasible, including, but not limited to, whether an individual had already voted in another location or cast an absentee ballot.
- (e) A method to ensure that a voter is properly identified by the correct ballot style according to his or her residence address so that the voter is given the correct ballot containing all offices, candidates and public questions pertaining to the political subdivision, district, ward or precinct in which the voter is eligible to vote.
- (f) A method to communicate a disabled voter's correct ballot style so that the voter can vote using an eSlate Disabled Access Unit if the voter elects to use such a device.
- (g) A method to electronically record the fact that a voter has cast a ballot in an election, whether prior to election day by absentee ballot, on election day, or during in-office early voting and update voter history.
- (h) A method to electronically identify, list and communicate to poll workers and to the central office all voters who may have previously cast a ballot in the same

RFP# 088-14

election, whether on election day or by absentee ballot, by in-office early voting so as to prevent a voter from casting another ballot in the same election.

- (i) A method to capture and store data related to provisional voting, including but not limited to name and address information.
- (j) A method to allow the Board's central management staff and PEOs to share, in real time, voter registration history.
- (k) A solution that will make available key components used in the voting system while safeguarding data that may contain sensitive or confidential voter information in the event that the device is removed from an authorized location, accessed by unauthorized persons or used for an unauthorized purpose.
- (l) A system that is secure and will prevent any unauthorized access to or dissemination of sensitive or confidential voter information.
- (m) A system that is highly configurable and customizable.
- (n) A system that will be compatible and work seamlessly with the Board's current voter registration system and voting equipment and can be updated to be compatible with future voter registration systems and voting equipment that the Board may obtain.
- (o) A system that will be compatible with an assortment of commercial off-the-shelf equipment and software operating system variables.
- (p) A system that will enable the Board to assume in-house set-up, operations and maintenance, subject to applicable license agreements.
- (q) A system that has the capability of showing video provided by the Board of Elections.
- (r) A method of providing PEO's with general information regarding voting and election day procedures so that they may appropriately address and resolve, without outside intervention, common problems and questions occurring in the polling place such as a "help desk" or "frequently asked questions" option.
- (s) A method of providing PEO's with the ability to account for all ballots delivered, all ballots cast, all spoiled ballots and all ballot applications and to create an end-of-the-day reconciliation statement.
- (t) A method of providing PEO's with ability to track time and attendance and generate payroll statements.

RFP# 088-14

- (u) A method of transmitting data to the Board of Elections' central office regarding voter turnout.
- (v) A method of tracking device usage and troubleshooting technical problems from the Board's centralized office.
- (w) A method to record and store the voter's electronic signature.
- (x) A method of assigning voter credit.
- (y) A method of recording the voter's ballot stub number
- (z) A method of partially integrating a combination of a new electronic poll book system with existing signature poll books.
- (aa) A system that allows for multiple units in a single polling location to communicate, share information, and synchronize.
- (bb) A system that has the ability to scan and recognize State of Ohio driver license and State identification card barcodes.
- (cc) A system that has wireless printing capabilities.

4.6 Hardware & Network Requirements

Provide a detailed description of hardware and network product(s), including:

- (a) All relevant information, including physical descriptions, model numbers, and part numbers, concerning components such as, but not limited to, laptops, tablet computers, printers, cables, connectors, servers, internet connectivity, etc.
- (b) Whether a component is proprietary to the Vendor or whether the component is a commercial off-the-shelf product.
- (c) A description of any additional equipment that Vendor recommends, but which is not required as part of the system.
- (d) Whether components are available for purchase, for lease, or with an option for lease-purchase.
- (e) Information regarding financing and/or leasing.

RFP# 088-14**4.7 Software & Database Requirements**Vendor must describe:

- (a) Whether the voter registration database will reside on the electronic poll book, be accessed remotely or be available through a combination of sources.
- (b) Whether the voter registration data will be limited to those voters residing in the precinct or whether poll workers will be able to access voter registration information for voters in the entire county, including what information fields will be available to poll workers.
- (c) If the voter registration database is to be loaded and reside on the electronic poll book, vendor must describe:
 - (i) options for how the data will initially be loaded;
 - (ii) when will the data be loaded; and
 - (iii) how long will it take to load.
- (d) How updated voter registration information will be made accessible to PEO's on days when voting will be conducted, including:
 - (i) whether such access will be done remotely through the internet or locally using a USB or storage device;
 - (ii) how long it will take to update the data;
 - (iii) the ability to use an auto-save function, and
 - (iiii) how often the data will be updated.
- (e) How the electronic poll book will synchronize data with the Board of Elections' voter registration management system.
- (f) How the electronic poll book system will prevent duplicate voting if the voter has already voted by absentee ballot, by in-office early voting, or by voting on Election Day.
- (g) How the network architecture will be configured, where the system would be hosted, whether Board staff would maintain the network and equipment, and any other relevant facts concerning the hosting environment.
- (h) Whether the system will have off-line capability to check in voters should the devices lose connectivity.

RFP# 088-14**4.8 System Security**

Vendor must describe:

- (a) Encryption and other security measures in place to protect data if the proposed system involves Internet or Cloud based transmission of data to and from local electronic poll book components.
- (b) Access control methods, password protection and login access levels.
- (c) Internet intrusion detection and control protocols if any part of the system uses any network connections.
- (d) How any portable components in proposed system can be tracked, recovered or disabled if stolen or removed from the polling location.
- (e) If any component in the proposed system will accept USB or SD card input, how will system identify and prevent foreign self-executing code and how components can be limited to accepting only pre-approved USB or SD card devices.
- (f) How the proposed system will detect and prevent any suspicious software behavior in any part of the system.

4.9 Operational Steps

Vendor must describe:

- (a) Detailed processes for setting up and activating proposed system on morning of Election Day, both in polling places and at central office location.
- (b) Procedures to follow when voter name is not found in the system, including alternate search methods and troubleshooting steps.
- (c) Procedures for identifying where a voter should be voting if in the incorrect precinct, including solutions for directing the voter to the correct polling place location.
- (d) How the system captures a voter's signature in the Board of Elections' voter registration database, how such signatures are made accessible to PEO's, what access limitations exist, how signature comparisons are conducted, and options for how the system can capture a voter's signature electronically in the polling place using tablets or signature pads.
- (e) How the system identifies and tracks voters who cast a provisional ballot.
- (f) How the system will support other management functions in the polling place, including:
 - (i) Time sheets for recording PEO's time and attendance;
 - (ii) Operational checklist for PEO's to assist them in following all proper steps for opening, operating and closing the polls on Election Day;
 - (iii) Reconciliation of ballots and ballot applications after the closing of the polls.

RFP# 088-14

- (h) How the system will guide the user through simple technical problems.

4.10 Reporting

Vendor must describe:

- (a) All standard reports that the system can generate (provide sample copies of such reports).
- (b) How custom reports can be designed.
- (c) How the system can be audited, both locally and at the central office location, and what audit reports can be generated.
- (d) Any post-election tools and reports that can assist the Board of Elections in conducting post-election discovery recount and/or election contest proceedings.
- (e) Whether reports are searchable and amenable to queries.
- (f) Web pages or 'internet reports' that are available, as well as an explanation of the process of getting these reports to the net and how long it takes to get the data to the internet.

4.11 Implementation, Training & Support

Vendor must describe:

- (a) Detailed plan to implement the system, specifying the tasks to be completed, the individual or entity responsible for implementing the system, the estimated time needed to implement the system and a schedule, including milestone dates for completion of specific tasks and of the entire system.
- (b) Detailed specifications for acceptance testing of the system under full Election Day conditions and for different types of election (e.g., primaries, general, runoff and special elections).
- (c) Required level of support that the Board of Elections must provide, both during the initial implementation of the system and for ongoing maintenance and support.
- (d) End-user training provided by Vendor, including cost, content, number of hours offered, number of people trained, and training documentation.
- (e) Level of technical support to be provided by Vendor for each election. Also describe to what extent the Board should be able to support the system without Vendor's assistance.

4.12 Maintenance & Upgrades

Vendor must describe:

RFP# 088-14

- (a) Vendor's standard maintenance and upgrade schedule for new system releases and patches, including any additional costs associated with maintenance and upgrades.
- (b) Vendor's level of support if the Board of Elections elected not to sign an extended support agreement.

4.13 Configurability

Vendor must describe:

- (a) The ability of the system to be re-configured and customized to fit the Board of Elections' evolving needs over time, including changes in State and Federal law.
- (b) The ability of the Board to re-configure and customize the system without Vendor's assistance.

4.14 Qualifications & Performance History

Vendor must disclose to the Board of Elections Director/Deputy Director any material defects or failures of the electronic poll book solution being proposed by the Vendor. Identify the election jurisdiction in which the defect or failure was discovered, describe in detail the nature of the defect or failure and steps taken to remedy the defect or failure, and provide the name and contact information for the election official who was in charge at the time such defect or failure was discovered.

Vendor must provide a company profile, length of time in business, and core competencies. In addition, describe your experience in providing electronic poll book systems to clients that have a similar size and scope of needs as Hamilton County. Please provide current reference information for three former or current electronic poll book clients.

4.15 Pricing & Financing

- (a) Identify the total price for the system. The fully burdened price/cost for implementation of the system should include all hardware, software, training, shipping and transportation, installation, licensing and whatever costs of any kind.
- (b) Pricing for each individual component of the system shall be provided in the proposal.
- (c) Identify solutions for financing the purchase and/or lease of the system or of any system component(s).

4.16 Quantity

Any quantities shown in this RFP are estimates only provided for proposal solicitation purposes. The Board of Elections reserves the right to increase or

RFP# 088-14

decrease quantities ordered for purposes of this project and the Board shall be obligated to pay for only such quantities as are ordered by the Board of Elections. **Presently, the Board is looking to purchase between 500 and 700 units.**

4.17 Timing

The finished product must be implemented and ready for use by the **August, 2015 Special Election**. The vendor will be required to test the system and adequately train the assigned staff before the system is fully turned over to the Board of E

5.0 PROPOSAL FORMAT AND EVALUATION PROCESS

To expedite and simplify the process for evaluating proposals, and to assure each proposal receives the same orderly review, it is required that all proposals be submitted in the format as described in this section. Proposals must contain all the elements of information specified without exception. When submitting an electronic proposal, scan and upload the required forms.

If submitting a paper proposal, proposal sections must be numbered corresponding to the following format:

| | |
|-----------|--------------------------------|
| Section 1 | Cover Sheet |
| Section 2 | Cost Sheet/Line Items |
| Section 3 | Executive Summary |
| Section 4 | Required Forms |
| Section 5 | Customer References |
| Section 6 | Personnel Qualifications |
| Section 7 | Distinguishing Characteristics |

5.1 Section 1 – Cover Sheet:

Please include on cover sheet – vendor name, representative name, address, phone/fax number and email address.

5.2 Section 2 – Cost Sheet/Line Items:

Vendor will submit their own cost sheet with their proposal as Attachment A.

Proposals submitted with escalations and/or footnotes indicating changes or negotiations in price may be disqualified.

5.3 Section 3 – Executive Summary:

Provide the following information relative to the company (available electronically):

RFP# 088-14

- **Location of Company** – Provide the address for the company’s headquarters or name of the Vendor’s local office nearest to the City of Cincinnati, Ohio (if applicable). Include a contact name, address, and phone number.
- **Vendor’s Primary Business** – State the company’s primary line of business, the date established, the number of years of relevant experience, and the number of employees.
- **Company History** – Provide a brief history of Vendor’s organization. State briefly the programmatic and administrative experience qualifying the Vendor to perform the proposed services. Include the Vendor’s mission statement, philosophy of service, and any special qualifications.

5.4 Section 4 – Required Forms:

All questionnaires and all proposal forms must be filled out in their entirety and included in this section.

The required forms are listed below and are electronically accessible:

- Registration Form
- Proposal or Proposal Form
- Personal Property Tax Form
- Warranty Unresolved Findings (formerly State of Ohio Debt)
- Cost Sheet (Vendor ‘s - **Attachment A**)
- Questionnaire (if applicable)
- Small Business Plan (if applicable)

5.5 Section 5 – Customer References:

The Vendor must list at least three (3) references* for whom products/services were sold/provided similar in nature and functionality to those requested by Hamilton County. Vendors must list all Hamilton County Departments for whom products/services were received within the last 5 years.

Each reference must be accompanied by (Available Electronically):

- Company Name
- Address

RFP# 088-14

- Phone Number and Fax Number
- Contact Person
- Nature of Relationship and Service Performed
- Time Period of Contract

**If references cannot be provided, explain why.*

5.6 Section 6 – Personnel Qualifications:

For key personnel who will be working on the project, please submit resumes with the following (Available Electronically):

- Proposed Role
- Job Description
- Industry Certification(s) and Educational Background
- Work History
- Personal Reference (company name, contact name and phone number, scope and duration of project)

5.7 Section 7 – Distinguishing Characteristics (Available Electronically):

Vendors are encouraged to identify their services' distinguishing characteristics, which should be reviewed. These characteristics may be beyond the scope of this project if the Vendor deems they would provide value to the long-term goals of Hamilton County.

Section 3- Executive Summary

Suppliers Note. If you are submitting your bid in paper form include all of your forms with your proposal in a sealed envelope.

Name of Company:

Address:

Phone:

Fax:

Contact:

E-mail:

Primary Business:

| | |
|--|---|
| | 5 |
| | 6 |

Company History:

| | |
|--|---|
| | 5 |
| | 6 |

REGISTRATION FORM
PLEASE READ AND ACKNOWLEDGE RECEIPT OF THIS DOCUMENT

ITB#: RFP 088-14/gsr

All inquiries regarding this ITB are to be e-mailed, mailed or faxed to:

Gina Richmond Purchasing Agent II

138 E. Court Street, Room 507

Cincinnati, Ohio 45202

Fax #: (513) 946-4335

Email: HAMCOPurchasingQuotes@hamilton-co.org

The County will not entertain any oral questions regarding this ITB. Other than specified above, no bidder may contact any county official, employee, project team member or evaluation team member. Bidders are not to schedule appointments or have contact with any of the individuals connected to or having decision-making authority regarding the award of this ITB. **Inappropriate contact including attempts to influence the ITB process, evaluation process or the award process by bidders or by others on their behalf will result in bid rejection.**

The only appropriate contact is with the Purchasing Department as listed above.

Have you been banned from doing business with the State of Ohio?

Is your company a "for profit" business and if yes, please specify? (i.e. Women Owned or Minority, Disadvantaged and/or Small Business Enterprise)

Please fax or e-mail this page to the Purchasing Department as soon as possible.

By faxing or e-mailing this page to the Purchasing Department, you will be registering your company's interest in this ITB, attendance at pre-bid conference, and it will ensure you will receive all addenda or correspondence. Your signature is an acknowledgement that you have read and understand the information contained on this page. Hamilton County will not be responsible for the timeliness of the delivery via U.S. Mail

| | |
|---|----------------------|
| DATE: | <input type="text"/> |
| COMPANY NAME: | <input type="text"/> |
| ADDRESS: | <input type="text"/> |
| CITY, STATE & ZIP CODE: | <input type="text"/> |
| SALES REPRESENTATIVE'S NAME: | <input type="text"/> |
| TELEPHONE NUMBER: | <input type="text"/> |
| FACSIMILE NUMBER: | <input type="text"/> |
| EMAIL ADDRESS: | <input type="text"/> |
| NUMBER OF PEOPLE ATTENDING PREBID (IF APPLICABLE): | <input type="text"/> |
| SIGNATURE: | <input type="text"/> |

PROPOSAL OR BID

Suppliers Note. If you are submitting your bid in paper form include all of your forms with your proposal in a sealed envelope.

In compliance with the foregoing invitations for bids, and subject to all conditions set forth, the undersigned offers and agrees, after having carefully examined the specifications, if this bid is accepted within a reasonable time from the date of the opening, to furnish any or all of the items upon which prices are quoted, in accordance with the specifications applying, at the price set opposite each item.

The Legal Advertisement, General Conditions, Special Conditions, Instructions to Bidders, and Specifications and Plans become a part of this proposal.

Delivery, to destination as shown, on any or all of the items will be completed within the specified time period indicated in **Section 4.0 of the ITB.**

IMPORTANT: As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested.

TAXES: Ohio Sales Taxes are not applicable to Hamilton County purchases.

TAX ID #:

PRINT NAME:

SIGNATURE:

TITLE:

NAME OF COMPANY:

NOTE: Your attention is called to the fact that a bond or certified check must accompany this proposal if so specified in the "INVITATION."

HAVE YOU PROPERLY SIGNED YOUR BID AND BOND?

DATED

ADDRESS

PHONE NUMBER

PERSONAL PROPERTY TAX STATEMENT

Suppliers Note: This document must be notarized. Please print and complete document and scan to upload the completed document to your bid response. If you are submitting your bid in paper form include all of your forms with your proposal in a sealed envelope.

In accordance with Section 5719.042 of the Ohio Revised Code, I hereby certify that the company I represent is not delinquent in the payment of personal property taxes to the State of Ohio or any subdivision thereof.

SIGNATURE

PRINT NAME

TITLE

TO BE COMPLETED BY NOTARY PUBLIC

On _____, there appeared before me
DATE

_____, saying that he/she is
PRINT NAME

_____ of
PRINT TITLE

PRINT NAME OF COMPANY

and that he/she understands all of the implications of the above statement and has signed
in good faith.

SIGNATURE OF NOTARY PUBLIC

WARRANTY AGAINST AN UNRESOLVED FINDING FOR RECOVERY

(Formerly State of Ohio Debt)

Suppliers Note: This document must be notarized. Please print and complete document and scan to upload the completed document to your bid response. If you are submitting your bid in paper form include all of your forms with your proposal in a sealed envelope.

In accordance with Section 9.24 of the Ohio Revised Code, I hereby certify that the company I represent does not owe any money to the State of Ohio.

SIGNATURE

PRINT NAME

TITLE

TO BE COMPLETED BY NOTARY PUBLIC

On _____, there appeared before me
DATE

_____, saying that he/she is
PRINT NAME

_____ of,
PRINT TITLE

PRINT NAME OF COMPANY

and that he/she understands all of the implications of the above statement and has signed in good faith.

SIGNATURE OF NOTARY PUBLIC

Section 5- Bidder References

Suppliers Note: If you are submitting your bid in paper form include all of your forms with your proposal in a sealed envelope.

Company:

ITB#:

ITB Name:

Business Name:

Contact Name:

Address:

Phone:

E-mail:

Projects similar to this bid:

Business Name:

Contact Name:

Address:

Phone:

E-mail:

Projects similar to this bid:

Business Name:

Contact Name:

Address:

Phone:

E-mail:

Projects similar to this bid:

Business Name:

Contact Name:

Address:

Phone:

E-mail:

Projects similar to this bid:

| | |
|--|---|
| | 5 |
| | 6 |

Section 6- Personnel Qualifications

Suppliers Note: If you are submitting your bid in paper form include all of your forms with your proposal in a sealed envelope.

List names and titles of personnel that will be associated with this bid/contract. Attach work history if desired.

Name:

Title:

Proposed Role:

Industry Certification & Educational Background:

Job Description:

| | |
|----------------------|---|
| <input type="text"/> | 5 |
| <input type="text"/> | 6 |

Name:

Title:

Proposed Role:

Industry Certification & Educational Background:

Job Description:

| | |
|----------------------|---|
| <input type="text"/> | 5 |
| <input type="text"/> | 6 |

Name:

Title:

Proposed Role:

Industry Certification & Educational Background:

Job Description:

| | |
|----------------------|---|
| <input type="text"/> | 5 |
| <input type="text"/> | 6 |

Name:

Title:

Proposed Role:

Industry Certification & Educational Background:

Job Description:

| | |
|----------------------|---|
| <input type="text"/> | 5 |
|----------------------|---|

| _____ 6

Personal Reference:

_____ 5
_____ 6

Work History:

_____ 5
_____ 6

Section 7- Distinguishing Characteristics

Suppliers Note. If you are submitting your bid in paper form include all of your forms with your proposal in a sealed envelope.

Bidders are encouraged to identify their services' distinguishing characteristics, which should be reviewed. These characteristics may be beyond the scope of this project if the bidder deems they would provide value to the long-term goals of Hamilton County.

A large empty rectangular box for submitting distinguishing characteristics. On the right side of the box, there is a vertical grey bar with two small boxes containing the numbers 5 and 6, likely indicating page numbers or section markers.

Question and Answers for Bid #RFP 088-14/gsr - Electronic Pollbooks

OVERALL BID QUESTIONS

There are no questions associated with this bid.

Question Deadline: Jan 5, 2015 12:00:00 PM EST