

COUNTY OF BOONE - MISSOURI



REQUEST FOR PROPOSAL FOR VOTING SYSTEMS

RFP #08-04APR19

Release Date: March 6, 2019

Submittal Deadline:

April 4, 2019

not later than 1:30 P.M. central time

**Boone County Purchasing
613 E. Ash Street, Room 110
Columbia, Missouri 65201**

**Melinda Bobbitt, CPPO, CPPB, Director
Phone: (573) 886-4391 Fax: (573) 886-4390
E-mail: mbobbitt@boonecountymo.org**



NOTICE OF REQUEST FOR PROPOSAL

Boone County is accepting Request for Proposal for the following:

PROPOSAL #: *08-04APR19 – Voting Systems*

Sealed proposals will be accepted until **1:30 p.m. on April 4, 2019**, in the Boone County Purchasing Office, Boone County Annex Building, 613 E. Ash Street, Room 110, Columbia, MO 65201.

Request for Proposals are available to download from our web page and are available in the Purchasing Office. Requests for copies may be made by phone (573) 886-4391; fax (573) 886-4390 or e-mail: mbobbitt@boonecountymo.org.

Vendors may obtain further information on the Boone County Web Page at <http://www.showmeboone.com / Purchasing / Current Bids>.

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

Insertion: **March 6, 2019**
COLUMBIA MISSOURIAN



1. INSTRUCTIONS AND GENERAL CONDITIONS

- 1.1 Delivery of Proposals: Sealed proposals, subject to Instructions and General Conditions and any special conditions set forth herein, will be received at the Boone County Purchasing office until the proposal closing date and time indicated herein for furnishing the County with services as detailed in the following Request for Proposal.
- 1.2 Proposal Closing: All proposals must be **delivered before 1:30 P.M.** central time on **April 4, 2019** to:
- Boone County Purchasing Department
Melinda Bobbitt, Director of Purchasing
613 E. Ash Street, Room 110
Columbia, Missouri 65201-4460
- 1.2.1 The County will not accept any proposals received after 1:30 P.M.
Late proposal responses may be returned unopened if the Offeror requests within ten (10) business days after RFP opening. All returns will be made at the Offeror's expense.
- 1.3 Sealed Proposals Required: Proposals must be submitted in a sealed envelope identified with the proposal number and date of closing. List the proposal number on the outside of the box or envelope and note "Response to Request for Proposal enclosed." No fax or electronic transmitted proposals will be accepted.
- 1.3.1 If the offeror chooses not to submit a proposal, please return the enclosed *No Bid Response Page* and note the reason.
- 1.4 Copies: The offeror is advised to submit one (1) original proposal, and two (2) copies of the proposal (for a total of three copies), plus an electronic copy of the original proposal on a thumb drive (USB memory stick).
- 1.5 Bid Opening: Proposals will be opened publicly shortly after 1:30 P.M. on **April 4, 2019** but only the names of offerors will be read aloud at the proposal opening. Following contract execution or rejection of all proposal responses, all responses will become a part of the public record and will be released to any person or firm who requests access. **Missouri Sunshine Laws:** Due to applicable sunshine laws and regulations concerning public documents (e.g., Section 610.021 RSMo), the County's proposal file becomes part of the public record at time of contract execution or when all proposals have been rejected.
- 1.6 If you have obtained this proposal document from our Web Page or from a source other than the Boone County Purchasing Department, please check with our office prior to submitting your proposal to ensure that you have a complete package. The Purchasing Department cannot be responsible for providing addenda if we do not have you on our Vendor list for this proposal. You may check our web site for addenda at

www.showmeboone.com, then select “Purchasing”, then “Current Bid Opportunities”.

- 1.7 **Guideline for Written Questions:** *All questions regarding this Request for Proposal should be submitted in writing, prior to the RFP opening and no later than 5:00 P.M., March 21, 2019* (which allows enough time to issue an addendum answering the questions). All questions must be mailed, faxed or e-mailed to the attention of Melinda Bobbitt. All such questions will be answered in writing, and such answers will be provided to all parties having obtained a Request for Proposal packet by the County by posting the addendum on the County Web site at www.showmeboone.com (Select Purchasing, then Current Bid Opportunities). Submit questions to:

Melinda Bobbitt, Director of Purchasing
613 E. Ash Street, Room 110
Columbia, Missouri 65201
Phone: (573) 886-4391
Fax: (573) 886-4390
E-mail: mbobbitt@boonecountymmo.org

- 1.8 **RFP Addenda:** In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any addendum to this RFP is valid only if in writing and issued by the Boone County Purchasing Department. Verbal conversations or agreements with any officer, agent, or employee of the County which modify any terms or obligations of this RFP are invalid.



2. INTRODUCTION AND GENERAL INFORMATION

2.1. Introduction:

2.1.1 This document constitutes a request for sealed proposals for **Voting Systems** as set forth herein.

2.1.2 **Organization:** This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

- 1) Instructions and General Conditions
- 2) Introduction and General Information
- 3) Scope of Services
- 4) Proposal Submission Information
- 5) Response/Pricing Page
- 6) Certification Regarding Debarment
 - a. Work Authorization Certification
 - b. Individual Affidavit
 - c. Certification of Individual Bidder
- 7) Boone County Standard Terms and Conditions
- 8) "No Bid" Response Form
- 9) Appendix A: On Site Evaluation and Oral Presentation Requirements

2.2. **Purpose:** This document constitutes a Request for Proposal from prospective vendors for the purchase of election tabulation equipment, including accessible and paper-based equipment with second chance voting capabilities, associated add-ons, maintenance, warranty, and support.

2.3. **Background:** Boone County is a first-class, unchartered County situated in Central Missouri with approximately 120,000 registered voters within 685 square miles. With a population of approximately 175,000, including a large college population at the University of Missouri flagship campus, the County serves diverse needs, and as such is looking for election tabulation equipment, including accessible and paper-based equipment with second chance voting capabilities that can accommodate wide-ranging physical needs, inclusive of voters with disabilities. Voting is conducted by absentee ballot (in person or through the mail) and on Election Day at specifically designated polling sites. Missouri holds elections on the first Tuesday after the first Monday on the following dates:

- March (every 4th year) – Presidential Primary
- April (every year) – General Municipal Election
- August – Primary Election (even years) or Special Elections (odd years)
- November – General Election (even years) or Special Elections (odd years)

2.4. **Designee:** Boone County Clerk. The Boone County Clerk is the chief election official for the County and all of its political subdivisions and is responsible for all voter registration and election administration.

2.5. Proposed Solicitation/Award Schedule (subject to change):

2.5.1.	March 6, 2019	Release of RFP
2.5.2.	March 6, 2019	Advertisement of RFP
2.5.3.	March 21, 2019, 5:00 p.m. CDT	Deadline for submitting questions
2.5.4.	April 4, 2019, 1:30 p.m. CDT	Proposal due date and time
2.5.5.	April 5 – June 5, 2019	RFP Evaluation Period
2.5.6.	June 7, 2019	Contract Award
2.5.7.	July 31, 2019	Completion/Full Acceptance Date



3. SCOPE OF SERVICES

3.1. General Information:

The current inventory of equipment used by the Boone County Clerk's Office includes the following:

108 ES&S iVotronic DRE's with VVPAT;
108 ES&S M-100 precinct scanners;
1 ES&S M-650 central county scanner; and
ES&S UNITY programming and tabulation software.

To meet the needs of Boone County, the County is requesting one (1) central tabulating machine, 100 units of paper-based precinct tabulation equipment and 100 units of accessible ballot marking devices.

The objective of this project is to replace the aging system with a newer, more efficient and more capable system that will enable the Boone County Clerk's Office to continue to conduct elections and remain in compliance with all applicable laws and regulations. The voting system must meet specific regulatory requirements and include functionality, components, storage capabilities, and maintenance features that support and enable the essential election processes listed below:

- Ballot preparation and distribution of ballots;
- Election Day and Absentee Voting (both mail and in-person); and
- Vote tabulation and reporting.

The Boone County Clerk's Office seeks to achieve the following goals through this project:

- Enhance security features over existing system capabilities;
- Enable staff to easily program ballots and accommodate late changes to ballots;
- Reduce the risk of human error;
- Maintain high standards for ballot design and production by allowing and supporting the ballot design principals outlined in EAC publication "Effective Designs for the Administration of Federal Elections";
- Enhance audit capabilities (post-election), transparency and openness to public scrutiny;
- Upgrade ADA features and accessibility over current system, including more efficient audio ballot programming;
- Enhance overall voter experience and promote voter confidence through increased efficiency, transparency and accountability for elections, reconciliation and reporting of results;
- Reduce the limitations set by the current system for number of precincts, districts, ballot styles and candidates; and

- Enable staff to operate the system including ballot design and coding, testing, hardware maintenance, and results reporting with complete independence from the Contractor.

The selected system must address the basic characteristics of a proper system:

- The anonymity of a voter's ballot must be preserved;
- The system must be comprehensible and easy to use by the entire voting population, regardless of age, infirmity, or disability;
- The voting system is the total combination of mechanical, electromechanical, and electronic equipment (including the software, firmware, and documentation required to program, control, and support the equipment) used to define ballots; cast and count votes; report or display election results; and maintain and produce any audit trail information, all consistent with Missouri and federal law;
- The voting system must include voting devices that are accessible for individuals with disabilities, including nonvisual accessibility for the blind and visually impaired, in a manner that provides the same opportunity for access and participation in the voting process (including privacy and independence) as for other voters;
- The system must include components for presenting ballots to voters and capturing votes, including voting devices and associated support and privacy components that constitute voting booths. Throughout this document, voting device is defined as the device used by a voter to record his/her vote. It includes the recording device, the voting booth, all electrical cords and other necessary wires and cables, a suitable power failure back-up system, and any necessary controlling unit, peripheral devices, or equipment;
- The voting system must also provide options for the pre-election set-up and testing of voting devices, opening and closing of polls, regular voting, accessible voting, curbside voting, pertinent types of absentee voting, provisional balloting, and vote tabulation and election reporting at the precinct, district, county, and state levels to include individual contest reports, and reports of ballots cast with a break down by precinct and equipment type. Reports must be available in formats suitable for transfer to the Boone County Clerk's website for election night reporting;
- The voting system must have the ability to audit results by contest, including blank, under-voted and over-voted ballots as well as the ability to interface with the Boone County Clerk's existing electronic poll books (KNOWiNK Poll Pad); and
- All data produced by the voting system, including but not limited to all logs, results, ballot data, and reports, will belong solely to the Boone County Clerk's Office. Ownership of all data, materials and documentation originated and prepared for the County pursuant to this RFP shall belong exclusively to the County.

3.2. Scope of Services:

The project scope includes supply of all new voting equipment, software, training, testing, maintenance of new equipment, and providing or contracting for bridge maintenance, if necessary, of existing equipment until replacement is complete. Additionally, the project scope will include a discussion of the systems and its components, minimum life expectancy, and all specific periodic maintenance required to meet or exceed that life expectancy.

- 3.2.1. **Time Line** – The implementation of this project shall have the following deadlines (subject to change):

3.2.1.1. All new voting equipment with essential peripherals and required software shall be delivered, installed and acceptance testing shall be completed by **July 31, 2019** to the Boone County Election Annex located at: 2121 County Drive, Columbia, Missouri 65202. Hours of operations: 8:00 a.m. to 5:00 p.m. central time. The Contractor will be responsible for removing all components of the County's existing voting system by July 31, 2019 that cannot be utilized with the new voting equipment. All required operational and software training shall be completed during this phase of the implementation. Technical, ballot printing, and election creation support for the November 5, 2019 special election, if necessary, is also requirement.

3.2.2. Definitions

- **County Clerk:** The “**County Clerk**” refers to the County Clerk of Boone County, Missouri.
- **EAC:** The “**EAC**” refers to the United States Election Assistance Commission.
- **VVSG:** The “**VVSG**” refers to the current Voluntary Voting Systems Guidelines issued by the United States Election Assistance Commission.
- **Electronic Vote Counting System Precinct Tabulator:** The “**Electronic Vote Counting System Precinct Tabulator**” refers to a ballot tabulator designed to be used at the precinct level or countywide.
- **ADA:** The “**ADA**” refers to Americans with Disabilities Act of 1990.
- **Ballot Marking Device:** The “**Ballot Marking Device**” refers to a Ballot Marking Device that produces a voter-verified paper trail and functions as the ADA compliant and accessible voting component for any central voting centers and/or precinct-based voting in Federal Elections.
- **Election Accumulating and Reporting computer:** The “**Election Accumulating and Reporting computer**” refers to a stand-alone computer that is compatible in coding/exporting/importing to the proposed equipment. This computer will be installed with the required software for accumulating and reporting election results and will not be connected to the Internet.
- **Key FOB:** The “**Key FOB**” refers to a small security hardware device with built-in authentication used to control and secure access to network services and data.
- **EPA:** The “**EPA**” Refers to the Environmental Protection Agency, which serves as a governing body that regulates the disposal of the Counties existing voting apparatuses.
- **Contractor:** any individual or business having a contract with the governmental bod to furnish goods and or services for a certain price.
- **Offeror:** one who submits proposal response for a Request for Proposal in competitive negotiation.
- **Vendor:** one who sells goods or services; a supplier.

3.2.3. Required Certifications

3.2.3.1. Federal Certification

The Electronic Vote Counting System Precinct Tabulator and Ballot Marking Device proposed must be certified by the United States Election Assistance Commission (EAC), compliant with

the current Voluntary Voting Systems Guidelines, (include copy of EAC certification with proposal).

3.2.3.2. Missouri Certification

The Electronic Vote Counting System Precinct Tabulator and Ballot Marking Device proposed must be certified by the Missouri Secretary of State pursuant to RSMO 115.225, (include copy of Missouri Secretary of State certification with proposal).

3.2.4. **Technical Specifications**

3.2.4.1. **General Equipment Requirements**

- 3.2.4.1.1. Contractor shall supply 1 Electronic Vote Counting System Central Tabulator.
- 3.2.4.1.2. Contractor shall supply 100 Electronic Vote Counting System Paper-based Precinct Tabulators.
- 3.2.4.1.3. Contractor shall supply 100 Ballot Boxes for the Electronic Vote Counting System Precinct Tabulators.
 - a. Be capable of withstanding transport conditions that may include extremely bumpy roads, exposure to heat, cold, humidity and dust without incurring damage during transportation or becoming inoperable as a result of such transport.
 - b. Be capable of withstanding frequent loading and unloading, stacking and unstacking, assembling/disassembling, and other routine handling in the course of normal storage and operation.
 - c. Be capable of attaching various security seals to prohibit tampering while in transit or storage prior to public testing and at the conclusion of each election.
- 3.2.4.1.4. Contractor shall supply 100 Ballot Marking Devices and all required peripherals to complete a ballot on said device.
- 3.2.4.1.5. Contractor shall supply 100 audio headphones and hand-controls for the Ballot Marking Devices required for ADA compliance.
- 3.2.4.1.6. Contractor shall supply 100 carrying cases for the Ballot Marking Devices that provide the ability to effectively and efficiently transport the devices by hand while also offering protection against damage.
- 3.2.4.1.7. Contractor shall supply the requisite computer(s) and required hardware and software for accumulating Election results compliant with the EAC and Missouri Secretary of State requirements. The required software must be able to query and save reports in various document types (i.e. text file, pdf, etc.).
- 3.2.4.1.8. Contractor shall supply and outline a maintenance and warranty plan for the duration of the term including the processes typically involving in returning, replacing, or repairing failed components for the Electronic Vote Counting System Precinct Tabulators, Ballot Marking Devices, and Election Accumulating and Reporting Computer and required software.
- 3.2.4.1.9. Contractor shall provide all necessary equipment and accessories, power cords, security keys or key FOBs, memory media, and paper rolls.
- 3.2.4.1.10. Contractor must provide a description of the proposed equipment, size, setup and transport features (i.e. carrying case weight). It must also include a narrative detailing the initial delivery, installation plan, and software training.
- 3.2.4.1.11. Contractor shall supply detailed security and audit specifications of the

proposed equipment, including origins of manufacturing on all essential parts used in coding/exporting/importing election information (i.e. origins of manufacturing of memory medias required).

- 3.2.4.1.12. Contractor shall supply a minimum of one (1) in-person support during all public testing, Election Day, and Election result accumulation and reporting for the duration of the term.
- 3.2.4.1.13. Contractor shall supply a minimum of one (1) in-person support during the duration of election judge training for the April 7, 2020 Election and August 4, 2020 Election.
- 3.2.4.1.14. Contractor shall outline the protocols and policies in place to protect the integrity of the ballot and the election (i.e. security protocols and policies pertaining to, but not limited to: coding configuration of ballots, Election Voting System Precinct Tabulators, Ballot Marking Devices, fingerprinting, and cybersecurity).
- 3.2.4.1.15. Contractor shall define the type of authentication used to secure access the election data if applicable. The Contractor shall also include how, and how often, the security access to this data is audited, if applicable.
- 3.2.4.1.16. Contractor shall define the type of encryption used to protect communication channels between the contractor, client, and the data if applicable. The Contractor shall also define protocols and processes for upgrading security encryption as guidelines and standards evolve.
- 3.2.4.1.17. Contractor shall define the types of monitoring and alert reporting to potential tampering to the election data, if applicable.
- 3.2.4.1.18. Contractor shall also define all remediation procedures for potential tampering, if applicable.

3.2.4.2. Specific Precinct Tabulating System Requirements

- 3.2.4.2.1. Equipment shall operate on standard 110/120V AC power.
- 3.2.4.2.2. Equipment must have a back-up battery source that in the event of loss of AC power, it permits the device to continue normal operations for a minimum of 2 consecutive hours.
- 3.2.4.2.3. Equipment should have an attached printer capable of generating a zero report and election summary report for the election loaded on the device.
- 3.2.4.2.4. Equipment shall prohibit the loading or updating of firmware while the device is set for election or in election mode.
- 3.2.4.2.5. Equipment shall be able to scan voted paper ballots (11", 14", 17" and 19"). Equipment shall also be able to scan voted paper ballots marked by the Ballot Marking Device.
 - a. Equipment should be able to accept ballots in any of the four possible orientations (face up, face down, header in first, footer in first).
 - b. Equipment should be able to accept one-sided or two-sided ballots.
 - c. Equipment should be able to retain a digital scanned image of all ballots cast in the Electronic Vote Counting System Precinct Tabulator.
- 3.2.4.2.6. Equipment shall maintain and display a visible numeric count of the total number of ballots cast since the election was opened during the voting period (i.e. 6:00 a.m. to 7:00 p.m.).
- 3.2.4.2.7. Equipment shall have an optional (or standard) hard- or soft-cover case

available. Cost shall be included in the response.

3.2.4.3. Specific Ballot Marking Device Requirements

- 3.2.4.3.1. Equipment shall operate on standard 110/120V AC power.
- 3.2.4.3.2. Equipment shall have a touch screen that is ADA compliant.
- 3.2.4.3.3. Equipment shall have audio capabilities that are ADA compliant.
- 3.2.4.3.4. Equipment shall have Sip-and-Puff (SNP) capabilities that are ADA compliant.
- 3.2.4.3.5. Equipment should have an attached printer capable of printing the marked ballot generated by the voter.
- 3.2.4.3.6. Equipment would preferably have a working relationship with KnowInk's electronic check-in system, currently used in Boone County, but not required.
- 3.2.4.3.7. Equipment shall prohibit the loading or updating of firmware while the device is set for election or in election mode.
- 3.2.4.3.8. Equipment shall have an optional stand or table defined, available and cost included in the response.
- 3.2.4.3.9. Equipment would preferably have a back-up battery source for all essential components (i.e touch screen and printer) that in the event of loss of AC power, it permits the device to continue normal operations for a minimum of two (2) consecutive hours.

3.2.4.4. Software Requirements

- 3.2.4.4.1. The Election Management System must be capable of coding, exporting, and importing to the proposed Electronic Vote Counting System Precinct Tabulators, Ballot Marking Devices, and Election Accumulating and Reporting computer and required software.
- 3.2.4.4.2. The Election Management System must be efficient and functional in designing, formatting elections and ballots for said election.
- 3.2.4.4.3. The Election Management System must be secured and have detailed access controls.

3.2.4.5. Operating System Compatibility

- 3.2.4.5.1. Equipment's software would preferably operate in a Windows environment on Windows 10 or newer. Contractor shall support any future Windows versions, if applicable.
- 3.2.4.5.2. Contractor shall supply detailed procedures or processes outlining actions if/when the current operating system of the provided equipment becomes obsolete.

3.2.5. Training

- 3.2.5.1. The Contractor shall supply detailed instructions and instructional materials written in conjunction with the Boone County Clerk staff specifically for Boone County Clerk staff, election judges, and Election Day support staff on all aspects of the hardware and software, including but not limited to on-site hands-on training in:
 - a) Absentee voting

- b) Setup and operation of all system components;
- c) Election creation and ballot creation;
- d) Troubleshooting procedures, both in the office and in the field;
- e) Demonstrating the system at the polling locations.

3.2.6. **Warranty and Maintenance**

- 3.2.6.1. Contractor must provide warranty and maintenance coverage at no cost to the County two years after final acceptance of system. Maintenance for the remainder of the five-year term shall include routine maintenance, repairs of hardware/firmware and software malfunctions and provision of all system updates, including any firmware, software, security updates and/or patches. The Contractor must agree to warrant for the five-year term that the proposed system (hardware & software) (1) will be in good operating order in conformity with the offeror's specifications and descriptions of the same contained in the proposal and contract documents, (2) will be free from programming errors, and (3) will be free of defects in workmanship and material. During this warranty period, Contractor must promptly without additional charge repair or replace any component which fails during the applicable warranty period because of a defect in workmanship or material. Equipment will be warranted on-site. If at any time during the five year period Contractor or the County shall discover one or more defects or errors in any software or any other respect in which the software fails to conform to the provisions of any warranty, Contractor shall, entirely at its own expense, promptly correct such defect, error or non-conformity by, among other things, supplying the County with such corrective codes and making such additions, modifications, or adjustments to the package as may be necessary to keep the software in operating order in conformity with the warranties. Contractor shall also assign to the County any manufacturer's warranty. The Contractor shall provide a detailed description of all maintenance activities; supply channels and parts depots; listing of all repair parts including prices available for purchase, typical daily or monthly support activities; and the principal period of maintenance. The above must be supported with an organizational chart of the Contractor's headquarters support operation, the proposed support organization for this project including names, titles and experience levels for key personnel, and the escalation procedures for reporting problems.
- 3.2.6.2. The Contractor warrants that Boone County shall acquire good and clear title to the equipment being purchased. All equipment provided by the Contractor must be newly manufactured, not reconditioned or refurbished in any way. Equipment and software must be of fully-released versions and models. All must be in production by their respective manufacturers during the time of the proposal and warranty period. Hardware and software must not include any components that are conceptual, in-design, in pre-production testing, or in "beta" testing. The Contractor must provide all necessary equipment, peripherals and accessories, hardware connector cables, cabling, operating system software, software applications, training, and technical support that provides for fully functioning voting systems. Furthermore, Contractor must disclose the country of origin of all system components and provide adequate proof to the County that sufficient auditing of these components has taken place
- 3.2.6.3. Contractor shall maintain system so that it functions properly in the warranty and post warranty periods for the full duration of the maintenance contract.

3.2.7. **Support**

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

3.2.8. **Modifications and Upgrades**

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

- a. All software modifications and upgrades that are necessary to comply with changes to local, State, and Federal election laws or Voluntary Voting System Guidelines issued by the United States Election Assistance Commission; and
- b. All hardware and software modifications necessary to correct defects in the system.

3.2.9. **Disposal**

3.2.9.1. The Contractor is required to dispose of any existing voting machines and essential peripherals (i.e. audio headsets, controls, and printers) in the Counties' possession that are unable to be salvaged for a significant amount of value. That determination will be made on a case-by-case basis depending on the condition of the equipment being evaluated. Disposal will be regulated by EPA standards, and must comply with those said standards. This will include the provision of a certification of disposal from that agency.

3.2.10. **Trade-In Allowance**

3.2.10.1. The County has one (1) central tabulation machine, and approximately 108 optical scan voting machines and 108 DREs. The Contractor will be required to offer a value for those machines, which will be outlined in Exhibit One. This value is expected to be within 10% of the final value for these machines (no more than 10% above or below the final value). The final value will be assessed at the time of trade-in.

3.2.11. **Delivery and Installation Schedule**

3.2.11.1. Firm delivery and installation schedules are essential in the performance of the contract to be awarded hereunder. Offerors shall set forth in their proposal the number of days in which delivery and installation will be fully complete in strict accordance with the specifications on the Response/Pricing Page. A timely delivery schedule with an installation and training schedule shall be stated on the Response Page.
Note: Contractor shall not ship or install equipment without a properly executed purchase order.



4. CONTRACT TERMS AND CONDITIONS

- 4.1. **Contract Period:** The initial term of the resulting contract agreement for the proposed **equipment/software** from this Request for Proposal will begin at the time of contract award and end two years following final acceptance of system. The maintenance agreement may be renewed by the Purchasing Director for up to an **additional three (3) one-year periods, following the initial warranty/maintenance two-year period**. Maintenance prices are subject to adjustment thereafter per pricing proposed on Response Page, effective on the renewal date, and must remain firm through the end of the renewal period.
- 4.2. **Delivery Terms:** FOB Destination with Inside Delivery to designated room. All deliveries shall be made FOB Destination with freight charges included and prepaid. The seller pays and bears the freight charges.
- 4.3. The successful Offeror shall be obligated to enter into a written contract with the County within 15 days of award on contract forms provided by the County. If Offeror desires to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their response. County reserves the right to modify any proposed form agreement or withdraw its award to a successful Offeror if any proposed agreement contains terms and conditions inconsistent with its request or are unacceptable to county legal counsel.
- 4.4. **Provisions for Termination:** The contract may be terminated by the County for any of the following reasons or under any of the following circumstances.
- 4.4.1. Due to a material breach of any term or condition of this agreement.
- 4.4.2. If in the opinion of Boone County, deliveries of products / services are delayed or products / services delivered are not in conformity with the contract documents.
- 4.4.3. If appropriations are not made available and budgeted for in any calendar year.
- 4.4.4. Boone County reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor **MUST** notify the County.
- 4.5. **In case of any default by the Contractor**, the County may procure the product or service from other sources and hold the Contractor responsible for any damages incurred including, but not limited to, excess cost or handling charge. The County shall have the right to remove any Contractor who defaults on any contract with the County from all Bidders' lists.
- 4.6. The successful Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein, or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the County.

- 4.7. Offerors must clearly state in writing any restrictions or deviations from these specifications. In the absence of such statement, the County will assume that all items/services offered are in strict compliance with the technical and financial requirements, contract terms and conditions as described in these specifications. The proposal of the Contractor will be included as part of the final contract.
- 4.8. Award will be made by written notification from the Purchasing Director. This written notice shall be deemed to result in a binding contract which shall be governed by the laws of the State of Missouri as adopted and in force on the date of the agreement.
- 4.9. Contractor agrees to furnish services/equipment and to perform the project within the stated completion schedule, and in strict compliance with requirements stated in the RFP Document.
- 4.10. Contractor proposes and agrees to accept, as full compensation for furnished services, the price submitted in response to the RFP document. All related costs associated with providing the services specified shall be considered by both County and Contractor to be included within this quoted price. The county shall not pay, nor be liable for, any additional cost including, but not limited to taxes, insurance, interest, penalties, termination payments, attorney fees, liquidation damages, etc.
- 4.11. Contractor agrees that no modification of any provision contained in the contract shall be made, or construed to be made, unless such modification is mutually agreed to by both parties and incorporated in a written amendment to the contract approved by the Purchasing Director.
- 4.12. Contractor shall provide and install equipment that meets or exceeds the specifications contained in this RFP.
- 4.13. The Contractor must provide any additional equipment necessary, at no cost to the County, if the awarded equipment does not meet the specifications outlined in this document. The County shall determine whether the specifications are adequately met.
- 4.14. Attached Standard Terms and Conditions for Contracts shall apply to the contract award.
- 4.15. **Extra and/or Additional Work and Changes:** If any extra and/or additional work is to be done or any change in the plans and specifications is deemed necessary, the County may issue to the Contractor a written change order directing that such extra and/or additional work be done or that such change be made, and the Contract shall be modified accordingly. Compensation to the Contractor will be calculated as an addition to or deduction from the Contract price, based upon such written terms as may be established by the owner, either (a) by an acceptable lump sum proposal of the Contractor, (b) on a cost-plus limited basis not to exceed a specified limit, or (c) on basis of bid or mutually agreed upon unit prices. In the event that none of the foregoing methods are agreed upon with the Contractor, the County may perform the work with its own forces or under separate contract with another contractor.
- 4.16. **Patents:** The Contractor shall protect the County against suits for patent infringement on material, equipment, and methods used.
- 4.17. **Legal Requirements:** The Contractor shall do all work in such manner as to comply with all County ordinances, and laws of the County, State, and Nation as apply to the work herein outlined. The Contractor shall also obtain all necessary licenses and permits and keep necessary records as required.

4.18. Equal Opportunity: The County of Boone is an equal opportunity affirmative action employer, pursuant to federal and state law, and all Offerors submitting bids shall be considered to be EEO/AA employers in compliance with federal and state laws, unless otherwise stipulated by the bidders herein.

4.19. Domestic Purchasing Policy: Contractors are encouraged to select and use materials manufactured, assembled, or produced in the United States in the performance of this contract whenever the quality and price are comparable with other goods.

By submission of this bid, the Offeror certifies that they are in compliance with section 34.353 and, if applicable, section 34.359 (“Missouri Domestic Products Procurement Act”) of the Revised Statutes of Missouri, 1987.

4.20. If a contradiction in the contract documents occurs, then the more expensive interpretation shall prevail and be inclusive in that respective contractor’s proposal response.

4.20. Insurance requirements: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

4.20.1. Employers Liability and Workers Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter’s employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

4.20.2. Commercial General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal & advertising injury, bodily injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per

occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. **Contractor agrees to include the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.**

- 4.20.3. Business Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.
- 4.20.4. Subcontractors:** Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.
- 4.20.5. Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract. The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.
- 4.20.6. INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 4.20.7. Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.
- 4.20.8. Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

Certificate Holder address:
County of Boone, Missouri
C/O Purchasing Department
613 E. Ash Street
Columbia, MO 65201



5. PROPOSAL SUBMISSION INFORMATION

5.1. RESPONSE TO PROPOSAL

5.1.1. Submission of Proposals:

5.1.1.1 When submitting a proposal, Offerors should submit one (1) original proposal, and two (2) copies of the proposal (for a total of three copies), plus an electronic copy of the original proposal on a thumb drive (USB memory stick).

a. Offerors shall submit the proposal to:

Boone County Purchasing Department
Attn: Melinda Bobbitt, CPPO, CPPB, Director of Purchasing
613 E. Ash Street, Room 110
Columbia, MO 65201

b. The proposal responses must be delivered no later than **1:30 p.m. on April 4, 2019**. Proposal responses will not be accepted after this date and time.

5.1.1.2. **Terms and Conditions:** The Offeror agrees that by submitting an offer, Boone County's Terms and Conditions as incorporated herein must become part of the contract, and in the event of conflict between any terms the Offeror submits, the terms and conditions of the County govern.

5.1.2. Organization of Proposal:

5.1.2.1. To facilitate the evaluation process, Offerors are encouraged to organize their proposal as described in section 5.1.4.

a. **Each distinctive section should be titled with paragraph number and all material related to that category should be included therein.**

b. **The signed response page from the original RFP and all signed amendments should be placed at the beginning of the proposal response.**

c. **The Proposal should, at a minimum, address all mandatory and desired services, equipment, materials, etc. Responses will fully describe how the service will be performed and what hardware/software (if any) is required at the County to access the service.**

5.1.2.3. Offerors are cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories, and that the County is under no obligation to solicit such information if it is not included with the proposal. Offerors' failure to submit such information may cause an adverse impact on the evaluation of the proposal. Any Offeror

whose responses deviate from the outlined specifications may automatically be disqualified.

5.2. OFFEROR'S COMMUNICATION MUST BE THROUGH PURCHASING DEPARTMENT:

- 5.2.1. Offeror's Contacts: Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) **must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any County employee other than the buyer of record** regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

5.3. VALIDITY OF PROPOSAL RESPONSE:

- 5.3.1. Offerors agree that proposals will remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals.

5.4. EVALUATION OF PROPOSALS

- 5.4.1 Evaluation and Award Process: After determining a responsible offeror and a responsive proposal through the determination that the proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) will use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal. The evaluation will include an assessment of cost, the offeror's experience, expertise and reliability, and proposed methodology.
- 5.4.2. In order to conduct an evaluation of proposals, the Offeror is advised to complete the *Response/Pricing Page*, all parts, and to return the completed pages with the Offeror's proposal response. Failure to provide information necessary to evaluate the Offeror's response may render the proposal incapable of award consideration. The County is not obligated to obtain information necessary for evaluation from the Offeror. When evaluating responses, the County reserves the right to consider relevant information and fact, whether gained from the response, from an Offeror, from the Offeror's references, or from any other source.
- 5.4.3. After an initial evaluation process, Offerors will be asked to participate in an on-site product demonstration and oral evaluation at the County Clerk's office or offsite location located in Boone County. Offerors will be required to conduct an on-site demonstration of the proposed solution to evaluators at no charge to the County as part of the evaluation process. Offeror shall not demonstrate any software/functions or features that are not included in the proposed solution. Offeror shall populate the demonstration system with sufficient data to demonstrate the required functionality.

The On-site Demonstration and oral evaluation will take place over a two-day period. Day one will consist of a hands-on demonstration of Offeror's software as it relates to election programming and ballot layout/design. Day two will consist of a public demonstration of election day equipment and tabulation functionality. On-site Demonstration Requirements and Oral Evaluation Information can be found in Appendix A. On-site Product

demonstrations and oral evaluation will be scheduled with each Offeror during the evaluation period. All On-site Product demonstrations and oral evaluations must be completed prior to the end of the evaluation period. In the event that the County must re-schedule, a representative of the County will contact Offerors no less than ten (10) days in advance of the scheduled date. In the event that an Offeror fails to attend the scheduled demonstration, the Offeror may be disqualified from further steps in the process.

The evaluation panel may invite others including, but not limited to, potential software end-users, and outside experts to view the product demo to provide input to the evaluation panel. The County reserves the right to create audio and video recordings of the product demos and oral evaluations. No additions, deletions or substitutions may be made to written Proposals during the product demonstrations and oral evaluations. After evaluating the written proposals, the County may submit clarifying questions, in advance, to offerors.

The County will allow offerors to set up equipment for the product demonstration a day prior to the scheduled evaluation meeting. The County intends to start with the product demonstration and may also ask clarifying questions regarding the demonstration or implementation scenarios provided as a part of the oral evaluation. After the product demonstration, the offeror will be asked to present a brief overview of their proposal and respond to the clarification questions, if any, previously provided. The County will have the opportunity to ask additional clarifying questions based upon the day's activities. Attendance costs are at the offeror's expense.

5.4.4. Competitive Negotiation of Proposals: The Offeror is advised that under the provisions of this Request for Proposal, the County reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions must apply:

- a. Negotiations may be conducted in person, in writing, or by telephone.
- b. Negotiations will only be conducted with potentially acceptable proposals. The County reserves the right to limit negotiations to those proposals, which received the highest rankings during the initial evaluation phase.
- c. Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- d. The mandatory requirements of the Request for Proposal must not be negotiable and must remain unchanged unless the County determines that a change in such requirements is in the best interest of the entities.

5.4.5 Evaluation of the Offeror's Experience, Expertise and Reliability: Experience, expertise, and reliability of the Offeror's organization are considered subjectively in the evaluation process. Therefore, the Offeror is advised to submit any information, which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP, and outlines the expertise of key personnel who will be assigned tasks to perform for Boone County.

- a. Qualifications Statement/References/Certifications/Licenses: The Offeror should provide the following information related to previous and current services/contracts performed by the Offeror's organization and any proposed subcontractors which are similar to the requirements of this RFP.
- b. State the names and capacity of the professional staff assigned to work on the County account and a brief resume of their background, experience and include any certifications. Indicate professional staff training history. Indicate professional staff experience. The proposal should also include how the professional personnel will operate organizationally and the name and the title of the person who will direct the work.
- c. Name other businesses or preferably any government agencies/municipalities for which the Offeror has provided similar equipment/services in the last three (3) years and provide a current contact name, email address and phone number for each account.
- d. The Offeror should submit a copy of all licenses, certifications, accreditation, and/or permits, which may be required by state, federal, and/or local law, statute, or regulation in the course of conduct of the Offeror's business. If not submitted with the proposal, the County reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.

5.4.6. Evaluation of the Offeror's Proposed Method of Performance and Sample Inspection: Proposals will be subjectively evaluated based on the offeror's distinctive plan for performing the requirements of the RFP. Therefore, the Offeror should present a written narrative, which demonstrates the method or manner in which the offeror proposes to satisfy these requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action. The County will be evaluating the Offeror's adherence to mandatory performance requirements as well as other features of the Offeror's proposed approach to performing the work described herein.

- a. Offerors are cautioned about the use of specific words in the RFP. Where the words "must" or "must" are used, they signify a required minimum function of system capacity that will heavily impact the offeror's final response rating. Where the words "should," "may" or "desired" are used, they signify that the feature or capacity is desirable but not mandatory; therefore, the specifications in question will possess minimal impact on the offeror's final response rating.
- b. The method by which the proposed method of performance is written will be left to the discretion of the Offeror. However, the Offeror should address each specific paragraph and subparagraph of the specifications by paragraph and page number as an item for discussion. Immediately below these numbers, write descriptions of how, when, by whom, with what, to what degree, why, where, etc., the requirements will be satisfied.

5.4.7. Rejection / Withdrawal of Proposals Response:

- a. Rejection of Proposals: The right is reserved by the County at its discretion to reject any or all proposals or parts thereof. The County reserves the right to waive defects or informalities, to negotiate with offerors and to accept the proposal deemed to be in the best interest of the County.
- b. Withdrawal of Proposals: Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.
- c. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.



6. **Response/Pricing Page**

In compliance with this Request for Proposal and subject to all the conditions thereof, the Offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the Offeror named below. (Note: This form must be signed. All signatures must be original).

Company Name: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

6.1. **Pricing**

Pricing – The County is providing this Response Form for summarized pricing. Please attach a more detailed listing outlining the equipment, labor, installation, set-up, testing, and training with all costs. Costs shall include cost of equipment, add-on features cost, software (if applicable) cost, training cost, labor, a minimum of five years of renewal equipment maintenance broken out per year, warranty and any other costs to this page. Fee proposal shall include full itemized pricing information. As appropriate, items should include professional fees, materials, out of pocket expenses, sub-consultant fees and any other costs anticipated by the Offeror to satisfy the purpose of this Request for Proposal.

Any list of equipment is provided for informational purpose. Offeror shall bid one of the identified, acceptable models within or bid an approved equal. Determination of equality is solely Boone County's responsibility.

Please attach itemized pricing with brand and model numbers.

6.2. Equipment shall be delivered and installed _____ calendar days after receipt of Purchase Order and Notice to Proceed.

6.3. List all Sub-Contractors that will be utilized on this project:

6.4. Describe warranty on equipment and labor (or attach description):

6.5. List any deviations to the required specifications/scope of work:

6.6. Training shall be provided to Boone County staff within _____ days of installation.

6.7. State date that pricing is firm through for the equipment proposed in your proposal response (if longer than the required 90 days): _____.

6.8. **Provide a contact person** who will be responsible for coordinating the efforts and personnel of all parties involved in the response, to include, but not be limited to, oral presentations, demonstrations, site visits and responses to request for clarification, if any. Provide the following:

Name:

Organization:

Address:

E-mail:

Phone Number:

Fax:

Contact Person for Electronic Signature of Contracts: In addition, the County uses *DocuSign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.

6.9. **Project Implementation:** Explain the timeline for implementation, and describe the firm's capacity to begin the project in a timely manner, specific to the timeline addressed in this document.

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6.10. **Personnel:** Define the experience of the Project Manager, other key personnel and sub-consultants assigned to the services. The designated Project Manager shall be the primary contact with the County during the contract period. List a secondary contact when the primary contact is

not available, as well.

- 6.11. **References:** Provide references for similar work that your company has provided within the last three (3) years. Include a detailed description of the services, the agency or firm names, contact names and phone numbers, and dates of services provided.

PRIOR EXPERIENCE

Include references familiar with your company's work performance. References of similar services for governmental agencies are preferred.

1. Prior Equipment and/or Services Provided for:

Organization Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description (include type, Mfr./Brand of equipment, service performed):

2. Prior Equipment and/or Services Provided for:

Organization Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description (include type, Mfr./Brand of equipment, service performed):

3. Prior Equipment and/or Services Provided for:

Organization Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description (include type, Mfr./Brand of equipment, service performed):

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

<http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling for proof of enrollment.**

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, you may do one of the three options listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.

AFFIDAVIT
(Only Required for Individual Bidder Certification Option #2)

State of Missouri)
)SS.
County of _____)

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

On the date above written _____ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

Notary Public

My Commission Expires:

CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post-secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

- _____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

- _____ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.

- _____ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

SIGNATURE AND IDENTITY OF OFFEROR

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Offeror, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole Contractor) he is the agent of, and duly authorized in writing to sign for the Offeror or Offerors; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a:

() sole individual () partnership () joint venture
 () corporation, incorporated under laws of the state of _____

Dated _____, 20____
 Name of individual, all partners, or joint ventures:

Address of each:

doing business under the name of:

Address of principal place of business in Missouri:

 (If using a fictitious name, show this name above in addition to legal names.)

 (If a corporation - show its name above)

ATTEST:

 (Secretary)

 (Title)

NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint ventures, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Section 417.200 to 417.230, RS Mo. shall be attached. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Engineer

(Please complete and return with Proposal Response)

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR
CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
20. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



Boone County Purchasing
613 E. Ash Street, Room 110
Columbia, MO 65201

“No Bid” Response Form

Melinda Bobbitt, CPPO, CPPB, Director
(573) 886-4391 – Fax: (573) 886-4390

“NO BID RESPONSE FORM”

NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO SUBMIT A PROPOSAL RESPONSE

If you do not wish to respond to this RFP request, but would like to remain on the Boone County vendor list **for this service/commodity**, please remove form and return to the Purchasing Department by mail or fax.

If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.

RFP: 08-04APR19 – Voting Systems

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Submitting Proposal Response :

Appendix A.

On-Site Demonstration Requirements

Offerors will be provided with a past election setup for vendor demonstration no later than five days prior to demonstration. This information is to be used to produce an On-Site Demonstration Election using the Boone County Clerk's election information. The expectations of the vendor demonstrations will include:

On day one of the demonstration:

- Create an election using import files in .txt format exported from Voter Registration Database (VR) where possible.
- Import files and demonstrate that all information imported correctly by generating ballot styles.
- Demonstrate how information is added to the system to create an election database.
- Demonstrate adding (and subsequently editing):
 - Districts
 - Precincts
 - Precinct splits
 - Contests
 - Candidates
 - Measures
- Demonstrate creating an election using a saved election as a template.
- Generate the ballots styles required for this election.
 - Demonstrate the steps involved in generating the ballot styles.
 - Demonstrate the steps involved in correcting an error such as a misspelled name found after all the styles have been generated.
 - Demonstrate placement of contests on the ballots.
 - Demonstrate options for text within the voting area of the ballot.
 - Demonstrate options for text and/or barcodes outside the voting area of the ballot.
 - Demonstrate options for creating multipage ballots.
 - Demonstrate how your system accommodates additional text with candidate names.
 - Demonstrate configuration of interoperability with the Boone County Clerk's electronic poll book system.
- Demonstrate creating and exporting files suitable for printing ballots either with a printing vendor or the Boone County Clerk's ballot on demand system.
- Create a marked set of test ballots using the election defined in the previous step to demonstrate the items below. You may print, mark and fold the ballots in advance of the demo. Scanning and tallying of the ballots on both precinct tabulators and central count tabulators must take place during the demo.
- Define a clear winner in each contest.
- Include errors in the test ballots to demonstrate:
 - Under-votes
 - Over-votes
 - Blank Ballots
 - Write-ins
 - Badly damaged ballots
 - Unclear markings
 - Random markings

- Different pen colors and marking devices
- Provide an expected summary of votes received for each candidate in each contest including write-in votes by contest.
- Produce an Audit trail of election setup for both ballot marking device and hand marked ballots.

On day two of the demonstration

- Run the test ballots through the scanning hardware using folded ballots.
- Demonstrate any special features unique to your system.
- Demonstrate integration functionality with electronic poll books.
- Demonstrate scanning and tallying by batch and by precinct or ballot style.
- Demonstrate how your system reacts to physical ballot jams.
- Demonstrate how ballots that need adjudication are identified and cured.
- Demonstrate any capabilities to read bar-coded information on the ballot.
- Demonstrate how your system handles and tallies write-in votes.
- Demonstrate how the system produces an abstract of write-in votes cast by contest.
- Demonstrate how results are tallied.
- Demonstrate that the results are as expected.
- Show the report options after ballots have been tallied.
 - What report formats are available?
 - Are they customizable?
 - Demonstration of operation of machine-based tabulation devices, Ballot Marking Devices and similar equipment must also take place during the demonstration.
 - Demonstration of ADA accessible functionality of precinct voting equipment must be included in the demo.
 - Produce audit trail for all precinct tabulators and central count devices.
 - Demonstration of central count scanner functionality.

Oral Evaluation Information

1. Please present an overview of your proposed solution. The presentation should cover all of the categories addressed in the written proposal. The presentation should take no longer than 45 minutes. The presentation may take less time as long as all of the specified categories are addressed.
2. Please present your responses to any clarifying questions submitted by the County prior to the evaluation.
3. The remainder of the time allotted for the oral evaluation will be reserved for any additional clarifying questions that the County may have.