

Request for Proposal

Proposals are being accepted for a Voting Machine System for the Monroe County Election Commission as stated herein.

Proposers shall submit their responses to this Request for Proposal in a sealed envelope to:

Monroe County Department of Finance
Attn: Jessi Soileau
103 College Street, Suite 9
Madisonville, TN 37354

Public Opening of the proposals will be held at the above address at the deadline date and time designated in the Request for Proposal (RFP).

DATE ISSUED:	April 28, 2020
RFP NO:	CGD1118-02-20
RFP TITLE:	Voting Machine System
RFP DEADLINE DATE & TIME:	May 14, 2020 at 10:00AM
RFP CONTACT:	Jessi Soileau, Purchasing Agent jessi.soileau@monroetn.com
CONTACT PHONE:	(423) 442-9383 ext. 2105

Monroe County Board of Commissioners
Madisonville, Tennessee 37354
(423) 442-9383

RFP Prepared By:

Request for Proposal Number:

Monroe County Finance Department

CGD1118-02-20

May 14, 2020

Sealed RFP, subject to the specifications and conditions contained herein and attached hereto, will be received in the Finance Department, J.P. Kennedy Building, until, but no later than **10:00 A.M. (EST.)** local time prevailing, **May 14, 2020**, and then publicly opened and read for the Purchase of a Voting Machine System for the Monroe County Election Commission, as authorized by the Monroe County Board of Commissioners.

No RFP can be withdrawn after the scheduled closing time for receipt of RFP for sixty (60) calendar days.

To be considered, your RFP must be submitted on the copy of this Request for Proposal. Proposer shall sign this form in the space provided and submit RFP document to Monroe County Department of Finance, 103 College Street South Ste. 9, Madisonville, TN 37354. RFP shall be returned in the enclosed RFP envelope, properly completed and sealed. RFP will not be accepted via fax machine or e-mail.

Time is of the essence and RFPs received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The date and time stamp in the Finance Department shall determine the time of receipt. Proposers are responsible for ensuring that the Finance Department personnel stamp their RFPs before the deadline indicated. Late RFPs received will be so noted in the RFP file in order that the vendor's name will not be removed from any future RFP/vendor list.

If you desire not to quote on the RFP, please forward your acknowledgment of **NO PROPOSAL**. Return of the "Terms and Signature Sheet" with authorized signature and indication of **NO PROPOSAL** is appropriate. Failure to comply may cause for removal of your company's name from the RFP list for subject commodity.

It is the policy of Monroe County, Tennessee to ensure compliance with Title VI of the Civil Rights Act of 1964; 49 CFR, Part 21. No person shall be excluded from participation in or be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance on the grounds of race, color, sex, disability, or national origin.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party hereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106.

1. Award

Owner reserves the right to reject any or all Bids/Proposals, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids/Proposals. Owner further reserves the right to reject the Bid /Proposal of any Bidder/Proposer whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid/Proposal of any Bidder/Proposer if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder/Proposer. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder/Proposer. More than one Bid/Proposal for the same work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder/Proposer has an interest in more than one Bid/Proposal for the Work may be cause for disqualification of the Bidder/Proposer and the rejection of all Bids/Proposals in which that Bidder/Proposer has an interest. If the Contract is to be awarded, Owner will award the Contract to the Bidder/Proposer whose Bid/Proposal is the best interest of the Project. Disputes arising from the award of the Bid/Proposal must be submitted in writing to the Monroe County Purchasing Agent and received no later than three (3) calendar days from contract award date. In the event no funds are appropriated by Monroe County for the goods and services specified or insufficient funds exist for future orders, Monroe County is under no obligation to make a contract award, contract renewal, or purchase.

2. Preparation of Bid/Proposal

- (A) Vendors are expected to examine all Bid/Proposal documents. Failure to do so will be at the vendor's risk.
- (B) Each vendor shall furnish all information required by the request. The vendor shall sign the Bid/Proposal documents; erasures or other changes shall be initialed by the person signing the offer.
- (C) Unit price shall include freight unless otherwise specified in the request. In case of discrepancy between any unit price and an extended price, the unit price shall govern.
- (D) Vendors must state a definite time for delivery of supplies or for performance of services unless otherwise specified in the invitation.
- (E) Delivery time, when stated as a number of days, will include Saturdays, Sundays, and holidays.

3. Availability of Requested Items

Vendors must accept responsibility for verifying availability of specified items prior to submission of the Bid/Proposal. Vendor shall notify the County no less than 96 hours prior to the Bid/Proposal deadline per Tennessee Code Annotated (T.C.A.) § 12-4-126 if specified items are discontinued, replaced, or will not be available for an extended period of time.

4. Restrictive or Ambiguous Specifications

It is the responsibility of the prospective vendor to notify Monroe County Purchasing if there is a question as to the specifications or Bid/Proposal procedures being formulated in a manner that would unnecessarily restrict competition. Any such question must be received no less than 96 hours prior to the Bid/Proposal deadline per T.C.A. § 12-4-126. These requirements also apply to specifications or procedures that are in error or ambiguous.

5. Delivery

Delivery will be f.o.b. destination unless otherwise specified in the bid/RFP document. This will apply to regular and normal stock items and special items which must be ordered direct from manufacturer.

6. Federal Tax and State Sales Tax

Purchases by the County are not subject to any state sales or federal excise taxes. Exemption certificates shall be furnished by the County upon the Contractor's request.

7. Addenda

No modifications to the Bid/Proposal shall be binding upon the County unless made in writing by an authorized representative of the Monroe County Purchasing Department. Bid/ Proposal addenda, if issued, are posted on the County's website: www.monroetn.com. Prior to submitting a Bid/Proposal, it is the responsibility of the vendor to ascertain that they have received all addenda issued and Bid/Propose accordingly. No addenda will be issued later than 48 hours prior to Bid/Proposal deadline per T.C.A. § 12-4-126.

8. Submission of Bid/Proposal

- (A) Bid/Proposal shall be enclosed in a sealed envelope and addressed to the Monroe County Purchasing Department, 103 South College Street, Madisonville, TN 37354. The name and address of the vendor shall be identified on the face of the envelope along with the Bid/Proposal number and title. Bids/Proposals for construction projects exceeding \$25,000 must include the required contractor license information on the face of the envelope per T.C.A. § 62-6-119.
- (B) Monroe County does not accept Bids/Proposal by facsimile or any electronic transmission. See Clause 9 under Terms and Conditions of the request for Bid/Proposal regarding Bid/Proposal modifications or withdrawal.
- (C) Samples of items, when required, must be submitted within five (5) calendar days and at no expense to the County unless otherwise specified by the County. If not consumed by testing, samples will be returned at vendor's request and expense unless otherwise specified in the Invitation.

9. Modification or Withdrawal of Bids/Proposals

Bids/Proposal may be modified or withdrawn by signed written notice to Monroe County Purchasing or in person by an authorized vendor representative provided the modification or withdrawal is received prior to the Bid/Proposal deadline. A vendor representative making a modification in person shall have proper identification and shall initial the charge. The vendor representative shall sign a receipt for the withdrawal of a Bid/Proposal. A telegraphic notice with an authorized signature would be acceptable for Bid/Proposal modification or withdrawal. It is the vendor's responsibility to confirm receipt of the modification or withdrawal. The telegraphic communications shall not reveal the Bid/Proposal price but shall provide the addition, subtraction or other modifications so that the final prices or terms will not be known by the County until the sealed bid/proposal is opened.

10. Late Bids/Proposal

It is the responsibility of the vendor to deliver their bids or proposal modification on or before the deadline date and time. The time of record will be the date/time stamp of the Monroe County Finance Department. Late Bids/Proposals will not be considered or returned.

11. Qualifications of Vendors

In evaluating Bids/Proposals, Owner will consider whether or not the Bids/Proposals comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid/Proposal Form or prior to the Notice of Award. Owner will consider the qualifications of Bidders/Proposers and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the work which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted. Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents. The County may make such investigations as are deemed necessary to determine the ability of the vendor to perform the work and the vendor shall furnish all such information and data for this purpose as the County may request. The County reserves the right to reject any Bid/Proposal if the evidence submitted by or investigation of such vendor fails to satisfy the County that such vendor is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

12. Subcontracts

The vendor is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to and approved by the County.

13. Non-Collusion

The requirements of State and Federal Antitrust Law, as well as the terms and conditions of the Bid/Proposal, require that all decisions made as to matters concerning this Bid/Proposal be made on an individual firm basis. By signing this Bid/Proposal, the vendor certifies that no company employees, agents, or representatives colluded in any respect with any other person or firm as to the terms and conditions of the company's Bid/Proposal. Any concerted activity with respect to this Bid/Proposal will be reported to the Antitrust Division of the Office of Attorney General, State of Tennessee

14. Compliance with Applicable Laws

The vendor shall comply with all laws relating to the manufacture, sale and purchases of items or services by County Governments insofar as they pertain to the purchase made under this contract.

15. Bid/Proposal Acceptance

Bid/Proposal prices quoted shall be subject to acceptance by the County for a period of sixty (60) calendar days from the Bid/Proposal deadline, unless vendor indicates otherwise in their Bid/Proposal. If awarded the Bid/Proposal within the time frame specified, vendor agrees to furnish all services described or specified

16. ACCEPTANCE OF BID/PROPOSAL CONTENT

The successful contractor's bid/proposal content shall become a contractual obligation if procurement action ensues. Failure of the successful bidder/proposer to accept these obligations in a contractual agreement may result in cancellation of the award.

17. Notification to County

If no Bid/Proposal is to be submitted in response to this Bid/Proposal, it is not necessary to return the request; however, notice should be given to the County if the recipient wishes to remain on the County's vendor list for future solicitations.

18. Standard Contract

Monroe County reserves the right to incorporate standard county contract provisions into any contract negotiated as a result of any Bids/Proposals submitted in response to the Invitation for Bid/Request for Proposal.

19. News Releases

News releases pertaining to this procurement or any part of the Bid/Proposal shall not be made without the written approval of the County Purchasing Director.

Terms and Conditions of Purchase

1. Definitions

- A. The "County" is Monroe County, Tennessee, and includes its designated representatives.
- B. The "Contractor" is those mentioned as such "contractor, seller, vendor, supplier", in the contract and includes their designated representatives.
- C. The "Specifications" include instructions to vendors, the terms and conditions of purchase, the definitions and the technical specifications of the work.
- D. A "Subcontractor" is a person, firm or corporation having a contract with the Contractor to furnish labor and materials or both, or who perform services of the project.
- E. "Calendar Days" are consecutive days, as occurring on a calendar without regard to the day of the week, month, year, or holidays.
- F. The National Institute of Governmental Purchasing (NIGP) Online Directory of Procurement Terms, at www.nigp.org, will govern on questions as to any other definition in this contract.

2. Contract Terms

Upon award, the performance of the contract shall be covered solely by the terms and conditions set forth herein. Authorization to furnish goods/services will be made via purchase order, or blanket order as appropriate, signed by the County Purchasing Agent and Finance Director or other designated personnel. Any language contained on any invoice, shipping order, bill of lading or other document furnished by the seller at any time and the acceptance by the County of any goods/services to be furnished hereunder accompanied by any such document shall not be construed as an acceptance by the County of any terms or conditions contained in such document which are inconsistent with the terms and conditions set forth in this Invitation. Any different or additional terms contained in the seller's acceptance are hereby objected to.

3. Contract Modification

The contract expresses the complete agreement of the parties. Any changes hereto must be in writing and signed by the County Purchasing Agent. No other individual is authorized to modify the contract in any manner.

4. Delivery Requirement

To insure adequate service level to the people, Monroe County requires that all goods or services ordered will be delivered when specified. Time is, therefore, the essence of this contract. If deliveries are not made or services performed at the time agreed upon, the County reserves the right to cancel and purchase elsewhere and hold seller accountable therefore.

5. Transportation Charges

When terms of delivery or conditions of this order are f.o.b. destination, all transportation charges shall be paid by the seller.

6. Packaging

The County will not be liable for any charges for packaging, crating, carting, drayage, or storage in excess of the purchase price of this order unless stated otherwise herein.

7. Quantities

The County assumes no obligation for articles or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to the County's rejection and return at seller's expense.

8. Indemnification and Insurance

If any work covered by this contract is to be done on the County's premises, Contractor agrees to carry liability and Worker's Compensation insurance satisfactory to the County and to indemnify the County against all liability, loss and damage arising out of any injuries to persons and property caused by the Contractor, his employees or agents. The Contractor will furnish written evidence of such insurance coverage.

9. Inspection and Acceptance

The Contractor shall be responsible for all material or service until they are delivered and accepted. No material or service received by the County pursuant to this contract shall be deemed accepted until the County has had reasonable opportunity to inspect said material or service. All material discovered to be defective or does not conform to any warranty of the seller herein, upon initial inspection or at any later time if the effects contained in the material were not reasonably ascertainable upon inspection, may be returned at the seller's expense for full credit or replacement. No goods returned as defective will be replaced without buyer's written authorization. Such return shall in no way affect the County's discount privileges or exclude any other legal, equitable or contractual remedies the County may have therefore. Performance of services shall be completed to the County's satisfaction.

10. Warranty

The seller expressly warrants that all goods and work covered by this contract will conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the County and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the County's acceptance of said goods or work or by payments for them.

11. Invoices

Invoices shall be submitted to address as noted on Purchase Order. Invoices shall contain the following information: purchase order number, item number, contract description of supplies or services, quantities, unit prices and extended totals. Delay in receiving invoices and errors in omissions on statements or invoices will be considered just cause for withholding settlement without losing privileges.

12. Notice and Service Thereof

Any notice to any contractor from the County relative to any part of this contract will be in writing and considered delivered and the service thereof complied when said notice is posted with said contractor or his authorized representative.

13. Acts of God

Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental action of any kind or any other causes of similar character beyond their control and without their fault or negligence.

14. Patents

The seller guarantees that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent. The seller covenants that he will, at his own expense, defend every suit which may be brought against the County, or those selling or using the County's product (provided seller is promptly notified of such suit and all papers therein are delivered to the seller) for any alleged infringement of any patent by reason of the sale or use of such articles and seller agrees that he will pay all costs, damages and profits recovered in any such suit.

15. Bankruptcy or Insolvency

In the event of any voluntary or involuntary proceedings by or against either party in bankruptcy or insolvency, or for the appointment of a receiver, trustee or an assignee for the benefit of creditors of the property of seller, or in the event of breach of any of the terms hereof including the warranties of the seller, the County may cancel this contract or affirm the contract and hold the seller responsible for damages.

16. Public Notice – Title VI of the 1964 Civil Rights Act

“No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.”

Anyone who believes that an agency or local government receiving federal financial assistance has discriminated against someone on the basis of race, color, or national origin has a right to file a complaint within 180 days of the alleged discrimination. Inquiries and charges of violations concerning Title VI should be directed to the Human Resource Director of Monroe County.

17. Non-Conflict

No employee, officer or agent of Monroe County shall participate in the selection, or award of, or administration of a contract if a conflict of interest, real or apparent, would be involved.

18. Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the contract will forthwith be physically amended to make such assertion or correction.

19. Termination of Contract

The County reserves the right to terminate the contract at any time if any of the provisions of the contract are violated by the contractor or by any of his subcontractors, in the sole judgement and discretion of the Purchasing Agent. In the event of such termination, the Contractor shall be liable for any excess cost incurred by County. If the contract is so terminated the County may purchase, upon such terms and in such manner as the County Purchasing Agent may deem appropriate, supplies or services similar to those so terminated and the Contractor will be liable for excess cost occasioned thereby. In the event the contract is terminated by the County for due cause, the vendor may be barred from bidding on County contracts for a period of 12 months.

The Contract may be cancelled without cause by either party with the giving of written notice of no less than 60 calendar days.

Overview

The Monroe County Election Commission is seeking proposals from qualified vendors for the purpose of replacing the current voting system. This will include the purchase of election management system, ballot marking devices, ballot tabulators, tabulation system, high speed central vote tabulator, training, technical support, and Election Day support.

Monroe County Election Commission services approximately 30,300 registered voters. For a typical election there are thirteen (13) Election Day precincts and two (2) early voting locations.

Specifications

The voting system must meet the following minimum requirements:

- Certified by the U.S. Election Assistance Commission to, at a minimum, the 2005 Voluntary Voting Systems Guidelines.
- Certified by the State Election Commission and Coordinator of Elections. (A vendor may submit a proposal for a system that is under review, but the county may not purchase the system until it is certified.)
- Must have accessibility features to allow voter with disabilities to vote independently and privately.

System Description

- Describe the overall system for your proposed solution, including hardware and software.
- Describe the benefits of your system.
- Provide any manufacturing process certifications you have received for the components offered.
- Provide details regarding the location where components are sourced and the voting system hardware and software are manufactured.
- Confirm that all equipment proposed shall be new or newly manufactured, not reconditioned or refurbished in any way.

Ballot Marking Device

Describe the functionality of your proposed ballot marking device, taking the following in account:

- Ease of use by voters and election officials.
- Accessibility features.
- Support of split precincts or multiple ballot styles on a single unit.
- Options to ensure activation of the proper ballot style for each voter.
- Preventing the voter from over voting.
- Allowing under voters, but notifying the voter of their right to cast votes for all contests for which they are eligible.
- Allowing voters to make multiple selections for a single contest when applicable.
- Process for casting a write-in ballot.
- Summary of selections presented to voters.
- Troubleshooting features for election officials.

- Opening and closing procedures for election officials.
- Battery backup in the event of loss of power, including alerts to election officials.
- Will these devices be able to be used on Election day after being used for Early Voting?
- Supplies needed for operation, such as paper, toner, seals, etc.

Precinct-based Scanners

Describe the scanner used in the precinct to tabulate votes. Per State Election Commission policy, the scanner should have a removable bin to collect the ballots. Take the following into account as you prepare your response:

- Ease of use by voters and election officials.
- Clarity to voter and election officials that ballot has been cast and stored.
- Poll opening and closing procedures, including printing of a zero tape in the morning and results tapes in the evening.
- Safeguards to ensure votes are not cast until polls open and cannot be cast after the last voter in line at the close of polls casts a ballot.
- Does it read candidate names or barcodes?
- Battery backup in the event of loss of power, including alerts to election officials.
- Procedures and time necessary to clear any jammed cards or ballots.
- Preservation of ballot image.
- What number of ballots will the original bin hold? Can scanner be removed and placed on new bin?
- Supplies needed for operations, such as external memory devices, ballot boxes, extra bins.

Absentee Scanner

Describe your central absentee scanning device solution, including the brand and model and any necessary software.

- Ballots per minute capacity.
- Capability to read variety of marks on ballots.
- Process for handling exceptions, such as over voters, write-ins, and other ballots needing manual review.
- Process for importing results into election management system.
- System logs.
- Troubleshooting information for election officials.
- Battery backup solution in the event of loss of power.

Election Management System

Describe your election management hardware and software and their functionality, including the following:

- Programming of the election.
- Ballot creation and printing by vendor or vendor of choice.
- Audit logs.
- Process to ensure speed and accuracy of tabulation.

- Customization of reports.
- Does your proposed system provide equipment that the county can print their own absent and emergency ballots?

Maintenance

- Confirm capacity to upgrade or modify any of the deliverables without charge to meet requirements mandated by changes to state or federal law or State Election Commission Policy.
- Confirm capacity to upgrade or modify software to meet requested enhancements.
- State the length of warranty on each piece of equipment.
- State what is included in maintenance contract.

Security

Describe your process for identifying specific cybersecurity risks and mitigating them in the election environment, and how the implementation of the mitigation processes will increase the likelihood of success on the current proposal. Be specific in your description and provide specific examples of how this process has been successful in both confirming proper implementation and identifying needed changes. Include lab testing and third-party testing you regularly employ. Provide a description of processes you use for testing, patching, anomaly handling.

Provide a description of the threat environment as it applies to the systems and their interconnections that are addressed in your proposal. Provide an assessment of the severity of threats, and identify and align mitigation approaches to the threats. Also, provide an assessment of the residual risks following mitigation actions.

Describe how you monitor ongoing security threat changes and respond to evolving threats, including monitoring common vulnerabilities and exposures (CVEs) and any ability to receive and share real-time threat information. Indicate participation in information sharing networks, including Sector Coordinating Council of the Election Infrastructure Subsector (EIS-SCC), the Information Technology Information Sharing & Analysis Center (IT-ISAC), the Election Infrastructure ISAC (EI-ISAC), and others.

Define or provide documentation on incident handling, recovery, and contingency processes, including communication plans, back-up procedures, and process for operational data availability. This should also include items such as log and audit, log analysis and assessment, and forensics capabilities.

Define what constitutes an incident and any levels of severity. Include procedures for notifying the government in the event of incidents of each level of severity, to include responsibilities and liability. Additionally, provide a communication plan for handling an incident.

Describe the security process for moving data, whether digitally or physically, while maintaining appropriate security protection and data integrity. This includes between organizations such as the proposer and proposed subcontractors, and to the government, where applicable, during transitions to new systems and technologies.

Describe the security audits and penetration analysis performed on a regular basis. If conducted, provide annual security audit reports conducted by an independent contractor.

Training and Support

Describe the training you will provide for staff, election officials and the public for the new system, including samples of training materials.

Will all training materials be provided or will this be an additional expense?

Describe your proposed Election Day and general support.

What hours will this support be available and where will a representative from your company be located to service Monroe County?

How many elections will be covered under the original agreement for support?

Vendor Qualifications

Vendors shall confirm prior implementation experience with their products in an election jurisdiction of similar size and complexity.

Provide qualifications and experience of all proposed personnel, including subcontractors. In addition to basic qualifications (e.g., certifications obtained), include descriptions of experience in the area of elections or cybersecurity, or both. Where applicable, provide any specific knowledge and experience with state and local policies, architecture, and related aspects of the proposed work.

Describe your company process for background checks and security training of those who will be working on the project.

Disclose all countries in which your organization operates. Describe the corporate structure and ownership (e.g., publicly traded corporation, privately held partnership, nonprofit). Disclose all board members or any entity with more than 10% ownership in the organization. Also, disclose any ownership in your company by non-U.S. persons or entities, regardless of ownership percentage.

In the event the vendor ceases to maintain experienced staff and the resources needed to provide any required software maintenance while under an obligation to provide such maintenance, the election commission shall be entitled to have, use, and duplicate for its own use, a copy of the source code and any other software required for a fully operational recover, along with all documentation for the software products covered by the contract in order for the election commission to use the software in accordance with the terms of the contract.

Operating Cost

Provide the annual software and hardware fees, along with any fees associated in the cost of preparing/operating an election.

Provide the approximate percent of yearly increases in fees for planning a ten (10) year operating expense comparison.

Costs

Pricing shall include all expenses, training, and shipping costs for the voting system. Pricing shall be submitted as itemized by each item included in the proposal and with a total cost for the voting system.

- Proposers shall include a breakdown of costs for each piece of equipment, supplies, and materials that are required for the voting system. The proposer shall determine the amount of equipment that is required for Monroe County. Election Day: thirteen (13) precincts, Early Voting: one (1) precinct and three (3) Satellite locations. Registered voters: 30,300.
- Proposal shall include equipment and supplies individually, separate from the voting system, in the event that additional equipment and supplies are needed. Pricing on these items will remain firm and fixed for twelve (12) months after the award day.
- Proposers shall include Election Day support costs for the system and shall estimate the support cost for the next six (6) years.
- Proposers shall include maintenance fees for the election system that is proposed and shall estimate maintenance costs for the next six (6) years.
- Proposers shall include any annual licensing fees and estimate the fees for the next six (6) years.
- Proposers shall include cost per ballot for printing Absentee and Emergency ballots.

Delivery of Equipment

What is the delivery time of the equipment from the time the proposal is awarded? Included shall be an estimated time schedule for delivery, training and implementation of the election system.

MONROE COUNTY VOTER INFORMATION

Registered Voters-30,753

Election Day precincts- 13

Precinct Name	Total Registered Voters 3-12-20	November 2016 Election Voter turnout	Machines used on Election Day
Sweetwater High School	4549	2153	6
Broad Street School	2605	1152	4
Sweetwater Primary School	1391	744	4
Vonore Primary School	2871	1586	6
Election Commission Office	3233	1687	5
Madisonville Primary School	2392	1235	5
Sequoyah High School	3175	1750	7
Vonore Community Center	1234	545	4
Notchey Creek Fire Department	1923	1001	4
Rural Vale School	1061	555	4
Tellico Community Center	3433	1817	7
Coker Creek School	1206	700	4
Ballplay Fire Department	1680	894	4
Total Voters	30,753	15,819	
Early Voting			
Election Commission Office			5
Satellite Voting			3
Total Machines			72

Total machines used 72 want to have 10 spare machines.

Terms of Contract

The contract period shall be for one (1) year commencing May 1, 2020 through April 30, 2021. The contract may be renewed for an additional six (6) years in twelve (12) month increments, if agreeable by both parties as reduced to written form.

Monroe County reserves the right, when the interest of the County so requires, to terminate this proposal/contract in whole or in part for the convenience of the County. Notification of termination must be in writing (certified mail), issued by the Department of Finance.

Award

The contract award, if made, will be to the vendor whose proposal meets the specifications and conditions set forth, and whose proposal is most advantageous to the County. Price shall be an evaluation factor as well as the qualifications and ability of the vendor to perform the necessary work, and past performance history. Monroe County reserves the right to reject any and all proposals submitted.

The successful vendor's proposal content shall become a contractual obligation if procurement action ensues. Failure of the successful vendor to accept these obligations in a contractual agreement may result in cancellation of the award.

Monroe County reserves the right to incorporate standard county provisions into any contract negotiated as a result of any proposal submitted in response to the bid.

The vendor shall not engage the services of any person employed by Monroe County Government, including any department, commission, or board thereof without written consent of the County.

Invoicing

Invoices must contain date and location supplies were delivered and the purchase order number for that particular order. Invoices will be paid within thirty (30) days once received. **The vendor is not to fulfill any orders for the County without a purchase order in place.**

Response Submission

In order to facilitate the RFP evaluation process, one (1) original and one (1) exact copy of the RFP must be submitted to the Purchasing Department. All proposals must be packaged, sealed, and show the following information on the outside of the package:

Company's Name and Address
Bid Number and Title and Bid Due Date and Time

Submit to:
Monroe County Finance Department
Attn: Jessi Soileau
103 College Street South, Ste. 9
Madisonville, TN 37354

References

The vendor must be able to provide a list of three (3) references, including the name, complete address, contact person, phone number, length of time good/services have been provided for other local government for which the vendor provided a Voting Machine System in the past five years.

Name: _____ Address: _____

Contact Person: _____ Phone Number: _____

Period of time goods were provided: _____

Name: _____ Address: _____

Contact Person: _____ Phone Number: _____

Period of time services were provided: _____

Name: _____ Address: _____

Contact Person: _____ Phone Number: _____

Period of time services were provided: _____

Monroe County reserves the right to reject any and all bids and to negotiate with an applicant prior to entering into a contract. Any award pursuant to the terms and provisions hereof shall be in the best interest of Monroe County.

Litigations

The prospective Voting Machine System vendor shall identify by name, docket number, and Court, all litigations to which the prospective Voting Machine System vendor and/or vendor's firm has been a party from January 2005 to present.

NO _____

YES _____

Name of Case (include case or docket number): _____

Court in which case is filed: _____

Description of claims that are subject to any litigations:

Decision/Verdict of case if concluded:

Must be Included in Bid Package

1. One original and one copy of bid
2. W-9
3. Three References
4. Litigations

Price

Please list the **total** price of the Voting Machine System \$_____

VENDOR INFORMATION

Please print or type clearly. Complete each section entirely and verify for accuracy.

Company Name:		
Mailing Address:		
City:	State:	Zip Code:
Contact Person:		
Phone Number(s):	Fax Number:	
Alt. Phone Number(s):	Cell Phone Number(s):	
Email address:		
Remit To Address (if different from above):		
City:	State:	Zip Code:
Accounts Receivable Contact Person:		
Phone Number(s):	Fax Number:	
Alt. Phone Number(s):	Cell Phone Number(s):	
Email address:		
Number of years in business:		
Business License Number:		State:

BIDDER INFORMATION:

Name of Bidder:

(Typed or Printed: Firm, Corporation, Business or Individual)

Business Address: _____

Business has been in business under its present name since: _____

At this present time we understand all requirements and state that as a serious bidder we will comply with all the stipulations included in this package.

The above named bidder affirms and declares:

1. That the bidder is of lawful age and that no other person, firm or corporation has any interest in this Bid/Proposal or in the contract proposed to be entered into.
2. That this Bid/Proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud.
3. That the bidder is not in arrears to Monroe County upon debt or contract and not a defaulter, as surety or otherwise, upon any obligation to Monroe County.
4. That no officer or employee whose salary is payable in whole or in part from the County Treasury shall be or become interested, directly or indirectly, surety or otherwise in this proposal, in the performance of the Contract, in the supplies, materials, equipment and work or labor to which they relate, or in any portion of the profits thereof.

BIDDER: _____

BY: _____

(Authorized Signature in Ink)

PRINTED NAME OF SIGNER: _____

TITLE OF SIGNER: _____

DATE SIGNED: _____

PHONE NUMBER OF SIGNER: _____

ALL VENDORS MUST SUBMIT A W-9 FORM WITH THEIR BID RESPONSE