

Request for Bids

1. INTRODUCTION

1.1 INTRODUCTION AND PURPOSE STATEMENT

1. The Morgan County Commission Elections Department is considering replacing their ADA Electronic Ballot Marking Devices in Morgan County, Alabama. There are 81,186 registered voters and 40 precincts in Morgan County.
2. The County is soliciting bids from qualified firms to provide ADA Electronic Ballot Marking Devices. By submitting a bid your organization is confirming its interest to contract with the County to provide the specified equipment and services requested in this Bid Request. If an award is made, a contractual agreement will be established with the successful vendor. The acquisition of this equipment is on a very tight delivery schedule in order to meet the established 2018-2019 fiscal calendar schedule.

2. GENERAL INFORMATION

2.1 SCOPE OF SERVICE

1. Provide and deliver ADA Electronic Ballot Marking Devices, software, training and maintenance support.

2.2 TIME LINE

1. All equipment and software shall be delivered by September 30, 2019 to Morgan County Commission, located at 401 2nd Ave SE (NARCOG Transportation Building - Election Warehouse), Decatur, Alabama 35601, in order to allow for proper preparation for the Presidential Preference Primary / Statewide Primary Elections in Morgan County, Alabama. Hours of operation are 8:00 A.M. to 4:00 P.M. Central Time.

2.3 BID SCHEDULE

Release of RFB:	Date: Friday, July 26, 2019
Receipt of Questions:	Date: Wednesday, July 31, 2019
Answers to Questions:	Date: Friday, August 2, 2019
Posted as Addendum:	Date: Friday, August 2, 2019
Bid Due Date:	Date: Friday, August 9, 2019
Bid Opening:	Date: Monday, August 12, 2019

2.4 INVOICING

1. All invoices must agree with the purchase order in description and price and include the following information:
 - a. Purchase Order Number
 - b. Ship-to department name and address.

In order to ensure prompt payment, ALL ORIGINAL INVOICES* MUST BE SENT TO:

Morgan County Commission
Finance Department
302 Lee St NE
P. O. Box 668
Decatur, AL 35602

*If invoice does not agree with purchase order, credits or a corrected invoice will be required in order for the County to process payment. **Invoices that do not reference an authorized Purchase Order will be returned to the bidder.**

3. SPECIFICATIONS

3.1 REQUIRED CERTIFICATION

1. Federal Certification
2. The electronic ballot marking device proposed must be certified by the United States Election Assistance Commission (EAC), **(include copy of EAC certification with bid)**.
3. Alabama Certification
 - a. The Electronic Vote Counting System Precinct Tabulator proposed must be certified by the Alabama Electronic Voting Committee (AEVC) pursuant to §17-7-23 **(include copy of AEVC certification with bid)**.

3.2 TECHNICAL SPECIFICATIONS

3.2.1 GENERAL EQUIPMENT REQUIREMENTS

1. Vendor shall supply **42** ADA Electronic Ballot Marking Devices (compatible with DS200 optical scan machines).
 - 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.
2. Vendor shall supply **42** carrying cases that provides the ability to effectively and efficiently transport the device by hand while also offering protection against damage.
3. Vendor shall supply software and firmware for:
 - a. 42 new ADA Electronic Ballot Marking Devices
4. Vendor shall describe current maintenance plan and support operations including the processes typically involved in returning, replacing, or repairing failed components for:
 - a. 42 new ADA Electronic Ballot Marking Devices
5. Vendor must own the source code and have direct full-time access to trained election software engineers familiar with election system software to make on-

going changes and updates to the system as deemed required by Federal / Alabama State law.

6. Vendor must own the intellectual property of the ballot marking devices software and firmware in order to make software and/or firmware upgrades required by law.
7. Vendor shall provide all necessary equipment and accessories, power cords, memory media, and paper rolls.
8. Vendor 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 and rollout plan and software training.

3.2.2 SPECIFIC ELECTRONIC BALLOT MARKING DEVICE REQUIREMENTS

1. Equipment shall operate on standard 110/120V AC power.
2. Contain internal 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. Have a printer capable of marking a ballot that will be read and feed into a DS200 Optical Scanner and Tabulator.
4. Mark paper ballots (14", 17", and 19")
 - a. Accept ballots in various sizes.

3.2.3 SOFTWARE REQUIREMENTS

1. EMS system must be capable of coding/exporting/importing to existing Morgan County ballot scanner & tabulator (DS200).

3.2.4 OPERATING SYSTEM COMPATIBILITY

1. The system shall be compatible with Morgan County's existing equipment; including DS200 Optical Scanner
2. Equipment's software must be able to operate in a current Windows environment supported Microsoft.

3.2.5 TRAINING

1. The vendor shall provide detailed instructions and instructional materials to Morgan County 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. troubleshooting procedures, both in the office and in the field;
 - d. demonstrating the system at the polls.

3.2.6 PROJECT MANAGERS

1. The Morgan County Commission Elections Department shall provide a qualified, professional project manager who will be assigned to the project to oversee all contractual obligations and responsibilities, serving as the primary contact for the vendor. This project

manager will be available for meetings, discussions, and reviews and will interact between the Morgan County Commission Elections Department and the vendor.

2. The vendor shall provide a qualified, professional project manager who will be assigned to the project to oversee contractual obligations and responsibilities, serving as the primary contact for the Morgan County Commission Elections Department. This project manager will be available for meetings, discussions, and reviews and will interact between Morgan County Commission Elections Department and the vendor, relaying the opinions and strategies of the vendor while soliciting comments from the Morgan County Commission Elections Department.

3.2.7 WARRANTY AND MAINTENANCE

1. Successful bidder must provide warranty and maintenance coverage at no cost to the County the first year after final acceptance of system. Maintenance for the remainder of the contract term shall include routine maintenance, repairs of hardware/firmware and software malfunctions and provision of all system updates, including any security updates and patches.
2. The vendor warrants that Morgan County shall acquire good and clear title to the equipment being purchased and all equipment shall be new, free from defects and perform to the required levels. Vendor shall maintain system so that it functions properly in the warranty and post warranty periods for the full duration of the maintenance contract.

3.2.8 SUPPORT

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

3.2.9 MODIFICATIONS AND UPGRADES

2. The vendor 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; and
 - b. All hardware and software modifications necessary to correct defects in the system.

4. CONTRACT TERMS AND CONDITIONS

4.1 CONTRACT EFFECTIVE DATE

Any contract resulting from this RFB will become effective upon formal approval by the Morgan County Commission.

4.2 CONTRACT PERIOD

Contract will be for a three (3) year term.

4.3 CANCELLATION

Failure to deliver as specified and in accordance with the bid submitted, including promised delivery will constitute sufficient grounds for cancellation.

4.4 TERMINATION OF CONTRACT

This contract may be terminated with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.

4.5 SOLICITATION COST

All costs incurred by the company to respond to this solicitation will be wholly the responsibility of the Offeror. All copies and contents of any bid, attachments, and explanations thereto submitted in response to this RFB, except copyrighted material, shall become the property of the Morgan County Commission regardless of the firm selected. Any materials submitted in response to this solicitation shall not be returned. Response to this solicitation does not constitute an agreement between the Offeror and the County.

Morgan County shall not reimburse any firm and/or individual for costs incurred in the preparation of their bid.

4.6 FAILURE TO EXAMINE

Failure of any firm to receive or examine any form, instrument, addendum or other document shall in no way relieve any Offeror from any obligation with respect to their bid or to any contract resulting from this bid. The submission of a bid shall be taken as conclusive evidence of compliance with this condition. Failure to meet this condition may result in rejection of any offering in response to this RFB.

4.7 INTERPRETATIONS AND ADDENDA

No interpretation or modification made to any respondent as to the meaning of the RFB shall be binding on the Morgan County Commission unless submitted in writing and distributed as an addendum by the Morgan County Purchasing Department. **Interpretations and/or clarifications shall be requested in writing and directed to Kate Terry, Morgan County Elections Department, 302 Lee St NE, P. O. Box 668, Decatur, AL 35602, (email: kterry@co.morgan.al.us).** Verbal information obtained otherwise will not be considered in awarding of contract. All addenda shall become part of the RFB.

4.8 PUBLIC DISCLOSURE

Subject to applicable law or regulations, the content of each Offerors Bid shall become public information upon the effective date of any resulting contract.

4.9 RIGHT TO REJECT

Morgan County expressly reserves the right to reject any or all RFB's, or parts of RFB's or re-bid, and to make the award on merit and/or features of design and quality, delivery, and availability of parts and service as the best interest of the County appears.

4.10 THIRD-PARTY "REMIT-TO"

If bidder has a third-party "remit-to" company, that information must appear on the Bidder's response. The County will send payment to the company designated by Bidder on its response, but will not be responsible for resolving payment issues, should the bidder change payment processing companies after a payment has been mailed or without 45-day written notification to the Purchasing and Accounting division of Morgan County.

4.11 SUBMISSION OF BID

Sealed bids, one original and five (5) copies, marked "**Electronic Ballot Marking Devices**" will be received by the County Administrator, 302 Lee St NE – 5th Floor, Decatur, Alabama. Bids will be **accepted until 4:30 P.M.** Central Time (standard or daylight savings time, as applicable) on **Friday, August 9, 2019.** **Bids submitted after this date and time will be rejected.**

4.12 AUTHORIZED SIGNATURE

The bid must be signed by a legally authorized official. The bid must also provide the name, title, address and telephone number of individual(s) with authority to bind the company, and for those who may be contacted to clarify the information provided.

4.13 ALTERNATED BIDS

Alternate bids will not be accepted.

4.14 ASSIGNMENT (STAFFING)

Upon award and during the contract period, if the Firm chooses to assign different personnel to the project, the Firm must submit their names and qualifications (i.e. resumes) to the Morgan County Commission for approval before they begin work. Services provided under this RFB shall not be assigned, performed by, or delegated to any person or entity other than the contractor without written authorization from the Morgan County Commission.

4.15 TELEPHONE INQUIRIES

Telephone inquiries with questions regarding clarification of any and all specifications of this Request for Bids will be not accepted. All questions must be written and e-mailed to Kate Terry, Morgan County Elections Department at kterry@co.morgan.al.us no later than the end of the business on **Wednesday, July 31, 2019.** Correspondence with individuals other than those listed herein will not be allowed.

4.16 PERMITS, CODES & REGULATIONS

All equipment, construction, and installation will comply with City, County, State and Federal codes and Regulations. Successful bidder will obtain and pay for all permits necessary, notify proper authorities for inspections and furnish any certificates required for the work.

4.17 NEGOTIATIONS

Morgan County reserves the right to negotiate the terms and conditions of the contract with any of the evaluated Offerors. Should the successful Offeror and Morgan County fail to come to an agreement, Morgan County may at its sole discretion award services to any of the remaining Offerors. The Offeror to whom the contract is awarded shall be required to enter into a written contract with Morgan County in a form approved by legal counsel for Morgan County. This RFB and the bid, or any part thereof, shall be incorporated into and made a part of the final contract.

4.18 HOLD HARMLESS AND INDEMNIFICATION

Contracting party agrees to indemnify, hold harmless and defend Morgan County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon County because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of company and/or its subcontractors or claims under similar such laws or obligations. . Before beginning work, contract party shall file with the County a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage amounts will be determined by the County. During performance the company must affect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required may include:

1. Comprehensive General Liability
2. Comprehensive Automobile Liability
3. Worker's Compensation and Employer's Liability
4. Professional Liability

4.19 PROPRIETARY INFORMATION

Any proprietary information contained in the Response shall be so indicated with the notation in **BOLD** letters at the top and bottom of the page, **THIS PAGE CONTAINS PROPRIETARY INFORMATION**. A general indication that the entire content or major portion of the Response is proprietary will not be honored.

4.20 DISCLAIMER OF LIABILITY

The County will **NOT** hold harmless or indemnify any successful Offeror for any liability whatsoever.

4.21 LICENSES/CERTIFICATES

Morgan County reserves the right to require documentation that each Offeror is an established business and is abiding by the Ordinances, Regulation, and Laws of their community and the State of Alabama.

If you are required by any regulatory agency to maintain professional license or certification to provide any product and/or service solicited under this RFB, the County reserves the right to require you to provide documentation of your current license and/or certification before considering your bid and/or before awarding a contract.

4.22 ASSIGNMENT (CONTRACTUAL)

No portion of the bid or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Morgan County. Should Morgan County authorize the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the sub-contractor(s) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.

4.23 SUBCONTRACTING

The intention to subcontract any portion of the project to a named entity must be part of the Offerors bid. No portion of the bid or resulting project may subsequently be subcontracted without the prior written approval of both Morgan County Purchasing and General Services Department.

Offeror must maintain a continuous effective business relationship with the sub-contractor(s) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to Offeror performance.

4.24 NON-DISCRIMINATION POLICY

The Morgan County Commission is strongly committed to equal opportunity in solicitation of ITB's and RFB's. The County encourages bidders and proposers to share this commitment. Each bidder/contractor submitting a bid will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status. The Bidder/Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or

termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

4.25 CONFIDENTIAL OR PROPRIETARY INFORMATION

If an Offeror's response contains material noted or marked as confidential and/or proprietary that, in the County's sole opinion, meets the disclosure exemption requirements of the Alabama Public Records Law, then that information will not be disclosed pursuant to a request for public documents. If the County does not consider such material to be exempt from disclosure under the Alabama Public Records Law, the material will be made available to the public, regardless of the notations or markings. If an Offeror is unsure if its confidential and/or proprietary material meets the disclosure exemption requirements of the Alabama Public Records Law, then it should not include such information in the bid.

4.26 COUNTY FUNDS PAID

Successful Offeror must certify by the execution of Purchase Order Agreement that no part of the funds paid by the County pursuant to this agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination. Upon such termination, Offeror shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

4.27 GUARANTEE

Bidder certifies by bidding that he is fully aware of the conditions of service and purpose for which equipment, material, installation, and/or construction included in this bid are to be purchased, and that his offering will meet these requirements of service and purpose to the satisfaction of the Morgan County Commission and its agent.

4.28 LAWS AND REGULATIONS

All applicable State of Alabama and federal laws, ordinances, licenses and regulations of a governmental body having jurisdiction shall apply to the award throughout as the case

may be and are incorporated here by. Any contract executed based on award of this Bid must stipulate that governing law will be the State of Alabama.

4.29 GOVERNING LAW/DISPUTE RESOLUTION

The parties agree that this contract is made and entered into in Morgan County, Alabama and that all services, materials and equipment to be rendered pursuant to said Agreement are to be delivered in Morgan County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama, without giving effect to the conflict of laws rules thereof. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be in the Circuit Court of Morgan County Alabama, Birmingham Division.

4.30 STATEMENT OF COMPLIANCE WITH ALABAMA CODE SECTION 31-13-9

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

4.31 INSURANCE

The successful bidder will maintain such insurance as will protect him and the County from claim under Workmen's Compensation Acts, and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Morgan County, Alabama and shall include Morgan County, Alabama as Added Additional Insured including a thirty (30) day(s) written cancellation notice. Evidence of insurance will be furnished to the Purchasing agent not later than seven (7) day(s) after Purchase Order/contract date.

Insurance Minimum Coverage:

Contracting party shall file the following insurance coverage and limits of liability with the County's Risk Management Office and Purchasing Department before beginning work with the County.

General Liability:

\$1,000,000 - Bodily injury and property damage combined occurrence

\$1,000,000 - Bodily injury and property damage combined aggregate

\$1,000,000 - Personal injury aggregate

Comprehensive Form including Premises/Operation, Products/Completed Operations, Contractual, Independent contractors, Broad Form property damage & personal injury.

Automobile Liability:

\$1,000,000 - Bodily injury and property damage combined coverage

Any automobile including hired and non-owned vehicles

Workers Compensation and Employers Liability:

\$100,000 - Limit each occurrence

Umbrella Coverage:

\$1,000,000 - Each occurrence
\$1,000,000 - Aggregate
Added Additional Insured:
Morgan County, Alabama
30 day(s) written cancellation notice
Added Additional Insured:
Morgan County, Alabama
30 day(s) written cancellation notice

Under Description of Operations/Locations/Vehicles/Exclusions Added by Endorsement/Special Provisions enter the BID/RFB Number, Project Number or Purchase Order Number Covered by The Certificate of Insurance.

5. SELECTION CRITERIA

AWARD CRITERIA

Award criteria will be based on the evaluation of the firm's:

1. Experience
2. Firm Capacity to handle project
3. Implementation of Project
4. Cost
5. References from current users

6. SUBMISSION INSTRUCTIONS

6.1 MOST FAVORED CUSTOMER

Morgan County expects Offeror will offer its most favorable pricing and contract terms that Offeror has contracted for in similar agreements with other governmental units, either local or national.

6.2 BIDDER'S RESPONSIBILITY

Any item omitted from these specifications which is clearly necessary for the satisfactory performance of the proposed contract shall be considered a part of the contract even though not directly specified. Any such omissions, if noted, may be brought to the attention of the County.

6.3 PRICE

All bids, to the fullest extent possible, shall specifically identify the unit price for proposed equipment. At a minimum, the vendor shall clearly state the quantity of each item proposed, name of item, description of item, unit price, total price and any volume discounts. Bid must include all billable charges.

Prices quoted for equipment, software, and hardware and software maintenance fees shall remain firm for the three (3) year term of any contract that may be awarded as a result of to this RFB.

6.4 **REFERENCES**

- 6.4.1** Vendor shall submit the name and contact information for three (3) references where the same type of service requested in this RFB was provided.
- 6.4.2** Vendor shall submit financial statements subject to an independent audit with unqualified opinion.
- 6.4.3** Vendor shall have a history of statewide voting system implementation success. The successful vendor shall provide direct history of a minimum of three (3) successfully managed implementations for the main contractor and any subcontractors utilized in the response to this Request for Bid.
- 6.4.4** Vendor shall submit employee base and company size.
- 6.4.5** Vendor shall submit proof of a robust support organization with a nationwide presence.

6.5 **SAMPLE CONTRACT AGREEMENT**

Bidder must provide a sample of their standard contract agreement with their bid for review by the County’s legal counsel. Bidders are advised that in the event any such agreement contradicts the County requirements, the bid may be rejected due to the contradictions unless bidder indicated deletion of such clauses.

6.6 **GENERAL BID FORMAT**

Offerors submitting bids shall provide one (1) original (marked “original”) and five (5) hard copies, all separate and tabbed, arranged in the following format:

- Tab 1: Executive Summary-** provide a brief summary of the bid contents.
- Tab 2: Experience-**provide a statement of offeror’s qualifications and profile of experiences as it relates to the services requested in this RFB. Please include examples of services provided on similar projects.
- Tab 3: Project Staffing-** provide information on the staff who will work on the project described herein.
- Tab 4: Project Approach-** Provide a detailed description of the approach to be taken to fulfill the requirements in this RFB.
- Tab 5: References-** See section 6.4.
- Tab 6: Price Sheet**
- Tab 7: Required Forms**
 - a. Non-Collusion Affidavit (signed)
 - b. Equal Employment Opportunity Certification Form (signed)
 - c. Statement of Compliance
 - d. Signature Page (signed) Authorized signature of representative **must be in ink.**
 - e. Sample Contract Agreement
- Tab 8: All other required information.**

6.7 PRICE SHEET

Fill in all spaces.

Description	Qty		Unit Price	Total Price
• ADA Ballot Marking Device	42			
• Case for ADA Ballot Marking Device	42			
• Power Cords	42			
• Software	42			
• Software Training				
• Annual Software Licensing				
• Annual Hardware Licensing and Repair				
• 24/7 Technical Support (toll free line access)				
• Shipping and Handing				
• Any other credits/discounts offered				
• Other				
Total:				

TAX: Morgan County is exempt from all Federal Tax, and sales and use tax. Bidder shall be responsible for payment of all sales, use, lease, ad valorem and any other tax that may be levied or assessed by reason of this transaction.

Non-Collusion Affidavit

I, _____, an authorized agent/representative of _____ attest that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a false or sham RFB, and has not directly or indirectly colluded, conspired, connived, or agreed with any Offeror or anyone else to put in a sham RFB, or that anyone shall refrain from proposing; that the Offeror has not in any manner, directly or indirectly sought by agreement, communication or conference with anyone to fix the RFB of the Offeror or any other Offeror, or to fix any overhead, profit, or cost element of the RFB price or of that of any Offeror, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the RFB are true; and further, that the Offeror has not, directly or indirectly, submitted his/her RFB price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any corporation, partnership, company, association, organization, RFB depository, or to any member or agent thereof, to effectuate a collusive or sham RFB.

I, the undersigned, hereby certify that I have read and understand this Non-Collusion Affidavit and guarantee complete compliance with all the terms, conditions and stipulations.

Subscribed and Sworn to _____ before me this _____ day of _____ 20_____.

Authorized Signature of Offeror
Date: _____

Print or Type Name of Offeror

Notary Public of _____
My Commission expires _____

Bidder's Initials _____

SIGNATURE PAGE

The Morgan County Commission, or its Agent, shall have the right to waive any informality or irregularity. Under certain limited conditions, the Purchasing Department may apply a local preference option in determining the low RFB for purchases of personal property.

All provisions of this Invitation are accepted by Offeror as part of any contract or purchase resulting there from.

Please specify terms of payment below; otherwise, the terms will be Net 30.

Date: _____ Company Name: _____ Web Address: _____

Terms: _____ Address: _____ City: _____

County: _____ State: _____ Zip: _____ Phone: (____) _____

If Morgan County Business Licenses were issued to your company for the past twelve (12) months, please list numbers: _____.

Vendor's Federal I.D. Number: _____

I certify that _____ has ___ has not ___ been in operation for one
(Company Name) (Check one)

year at location(s) zoned for the type of business conducted by my company at the address stated above.

(Authorized Signature)

(Print Name)

(E-Mail Address)

Toll Free Phone: _____ Fax Number: _____

Return original RFB in sealed envelope. Authorized signature of Offeror **must be in ink.**

RFB's received in our office after the specified date and hour will not be considered.

INDICATE THE FOLLOWING ADDRESSES IF DIFFERENT FROM ABOVE:

- 1. RFB AWARD NOTICE ADDRESS**
- 2. PURCHASE ORDER ADDRESS**
- 3. REMITTANCE ADDRESS (AND NAME IF DIFFERENT THAN ABOVE)**

Bidder's Initials _____