

Roane County is requesting proposals for the good(s) and/or service(s) listed below, subject to the terms and conditions of the Request for Proposal (RFP), the accompanying specifications, and the Roane County Purchasing Manual.

If this is a request for services, disregard any reference to product information.

At the appointed time proposals will be publicly opened in the office of the Roane County Purchasing Agent at the address below. Proposals arriving in the Purchasing Department past the appointed date and time will be considered late and will not be opened.

Deliver Proposals To:

ROANE COUNTY PURCHASING DEPARTMENT
200 EAST RACE STREET, SUITE #3
KINGSTON, TENNESSEE 37763

Proposal Number: 2020-10-171
VOTING SYSTEM & EQUIPMENT

Open Date & Time: April 9, 2020 at 2:00 p.m. (Eastern Time Zone)

The Proposal Envelope must show the Proposal Number, Name & Opening Date.

PURCHASING CONTACT INFORMATION

Lynn Farnham, CPPO, CPPO
Purchasing Agent
Phone: 865-376-4317
Fax: 865-376-4318
Email: lynn.farnham@roanecountytn.gov

GENERAL TERMS & CONDITIONS

1. Attached are instructions and conditions for submitting a proposal for Roane County Government. The objective of this proposal is to select suppliers in such a manner as to provide for open and free competition and comparability.

PROPOSAL PREPARATION & SUBMISSION

1. All proposals shall be in accordance with the instructions to proposers and specifications included in this RFP. Specifications are intended to be open and non-restrictive.
2. The use of the name of a manufacturer, brand, model or make used in describing an item does not restrict the proposer to that manufacturer. Others will be considered if they meet or exceed the items specified. When an alternate manufacturer, brand, model or make will be proposal, five (5) days prior to the proposal the proposer must submit documents to the Purchasing Agent, for evaluation of the product. Roane County will determine if the item does meet or exceed the item as specified.
3. It shall be the sole responsibility of the proposer to make certain that all proposals in proper form are submitted to the Purchasing Department as described below.
4. All original forms must be signed by a person with authority to bind the proposal. The proposal must be sealed in an envelope that is labeled according to the directions stated below.

5. On the outside of the envelope/package mark the proposal as follows:
 - Vendor Name & Address
 - Proposal Number
 - Proposal Date & Time
6. The proposal must then be in a sealed envelope/package mailed or delivered to the following address:

Roane County Purchasing Department
200 East Race Street, Suite #3
Kingston, Tennessee 37763

Please note that Roane County does not receive a guaranteed delivery time for express mail and/or packages; please mail accordingly.

7. Sealed written proposals will be received at the time and place specified on the RFP. Postmark on the proposal by this date will not suffice. Proposal must be received on or before the date and time stated. Faxed proposal documents will not be accepted.

LATE RECEIPT OF THE PROPOSAL

1. The proposal and modifications or withdrawals thereof received after the time set for opening will not be considered, unless they are received before the award is made and it is determined by Roane County that failure to arrive on time was due solely to a delay in delivery for which the proposer has no responsibility.
2. Proposals must be in the Purchasing Department prior to or at 2:00 p.m. sharp on the appointed date. No proposals will be accepted past 2:00 p.m. (02:00:01 is considered late) Time will be determined by the official NIST US time.

RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

1. It is the responsibility of the proposer to review the entire RFP document and to notify the Purchasing Agent if the RFP is formulated in a manner that would unnecessarily restrict competition or if it is ambiguous in what is being requested.
2. Pursuant to TCA §12-4-126, questions regarding the specifications or proposal procedures must be received by the Purchasing Agent and/or designer no less than ninety-six (96) hours before the bid opening date. No addenda will be issued within less than forty-eight (48) hours of the bid opening day, excluding weekends and legal holidays designated in §15-1-101 unless the proposal opening is extended for a reasonable time as determined by the Purchasing Agent, which shall not be less than forty-eight (48) hours excluding weekends and legal holidays designated in §15-1-101, to allow for any necessary changes to the RFP documents and to allow responders to resubmit their responses accordingly.
3. Any questions concerning this RFP are to be in writing either by fax or email to the Purchasing Department. Questions will be answered via addenda. Information obtained from any office other than the Purchasing Office is not to be considered binding.

PROPOSAL OPENING & ACCEPTANCE OF PROPOSAL

1. Proposal pricing will be read aloud at the discretion of the Purchasing Agent. Proposals will also be examined for compliance with specification and conditions outlined in the proposal document.
2. Consideration will be given to all proposals properly submitted. Proposals will receive appropriate confidentiality before awarding. Upon award, proposal documents and tabulations will be available for review. Errors discovered after public opening cannot be corrected, and the proposer will be bound to honor proposal as submitted.
3. The contract will be awarded in writing to the most responsive proposer whose proposal conforms best to the RFP will be most advantageous to Roane County. The evaluation of criteria, cost, and other factors will be taken into consideration. It is the intent of Roane County to involve and utilize the best product/services at the best prices and

provide small and minority firms, women's business enterprises and labor surplus area firms with increased opportunity to do business with the county. However, currently there are no set asides for small or minority firms.

4. Roane County reserves the right to accept or reject any or all proposals and to waive informalities and minor irregularities in the proposals received. All proposers will be notified in writing of the proposal award generally within ten (10) days of proposal opening unless unforeseen circumstances arise or special conditions exist.

EVALUATION REVIEW

1. Roane County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best-evaluated proposer. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Roane County shall have sole responsibility for determining a reliable source. Roane County reserves the right to conduct written and/or oral discussions/interviews after the proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Roane County.
2. Evaluation criteria will be determined on each RFP.

PROTEST PROCEDURE

1. If a prospective vendor does not agree with the proposal award, they have the right to protest. Disputes arising from the award of this proposal must be submitted in writing to the Roane County Purchasing Department no later than seven (7) days from date of proposal award. The steps for dispute resolution may include:
 - A meeting with the Purchasing Agent, the requisitioning department's manager and representatives from the disputing party to discuss and resolve the complaint.
 - Information from the aforementioned meeting will be forwarded to the County Attorney for review.
 - A written decision letter stating the reasons for the decision will be prepared by the Purchasing Agent and submitted in writing to the protestor and all parties involved.
 - Purchases will not be allowed under this procurement until a final decision is rendered.
 - In the event that purchases must be made before a final decision is rendered, the emergency purchase procedures will be used.

FUTURE PURCHASES – BID RENEWAL

1. Unless otherwise noted, Roane County reserves the right to purchase goods or services for one year from the date of the award of the contract at the same price and terms and conditions. Further, Roane County reserves the right to renew all aspects of the bid one (1) year at a time for and additional one (1) year based on the same price and terms and conditions unless otherwise noted. There is no guarantee that that this contract will be considered for renewal.

APPROPRIATION

1. In the event no funds are appropriated by Roane County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

INSURANCE

1. The contractor will maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, from claims for damages resulting from bodily injuries and damage to their property, for Bodily Injury and Property Damage Liability in the amount of no less than \$1,000,000, for Products and Completed Operations Liability of no less than \$1,000,000 and from claims for damage to any Roane County property. Additional insurance requirements may be listed any Special Terms & Conditions or in the Bid Specifications. This insurance company shall have a Best's rating of A or better. Any deviations from the above requirements must be disclosed in the bid submission.

2. The successful bidder shall furnish a Certificate of Insurance issued by their insurance company showing that Roane County as an additional insured. Carrier will assume full common liability of all shipments.

COMPLIANCE WITH ALL LAWS

1. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

GOVERNING LAW

1. This contract shall be governed by the laws of the State of Tennessee, and all obligations of the parties are performable in Roane County, Tennessee. The Courts in Roane County shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder.

BUSINESS LICENSES

1. Proposing firms located in Tennessee are required to have a current business license issued by the State of Tennessee at the time the bids are submitted. Vendors located outside Tennessee are required to obtain a business license issued by the State of Tennessee in Roane County if the project is over \$50,000.

INDEMNIFICATION/HOLD HARMLESS

1. Contractor shall indemnify, defend, save and hold harmless all departments of Roane County Government and/or the Roane County Election Commission, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, supplier, agents or employees or due to any negligent act or occurrence or any omission or commission of the contractor, its subcontractors, suppliers, agents or employees until the contract terminates.

VENDOR PERFORMANCE

1. If the contractor fails in full or part to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Roane County may terminate this contract, in whole or in part, and may consider such failure or noncompliance a Breach of Contract. Contractors with poor performance will be notified at the time of such performance and be given opportunity to correct the problems. Documentation will be kept on file. Any contractor with continued poor performance will be removed from the potential vendor list for one year.
2. Roane County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Roane County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Roane County reserves the right to purchase its requirements elsewhere, with or without competitive proposal.

BREACH OF CONTRACT

1. A party shall be deemed to have breached the contract if any of the following occurs:
 - Failure to provide products or services that conform to contract requirements.
 - Failure to maintain/submit any report required hereunder.
 - Failure to perform in full or in part any of the other conditions of the contract.
 - Violation of any warranty.

CONTRACT TERMINATION FOR CAUSE

1. If the contractor fails to properly perform its obligations under this contract in a timely or proper manner, or if the contractor violates any terms of this contract, the county shall have the right to terminate the contract and withhold payments in excess of fair compensation for completed services.
2. In the event the contract is terminated for due cause by the county, the county shall have the option of awarding the contract to the next lowest proposer or proposing again.

CONTRACT TERMINATION FOR CONVENIENCE

1. The county may, by written notice to the contractor, terminate this contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the county. The county must give notice of termination to the vendor at least thirty (30) days prior to the effective date of termination. The contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the county be liable to the contractor for compensation for any service which has not been rendered. Upon such termination, the vendor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

BOOKS AND RECORDS

1. The contractor shall maintain all books, documents, accounting records and other evidence pertaining to the services provided under this contract and make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under this agreement for inspection by county or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall include those books, documents and accounting records that represent delivering the services governed by this agreement.

INVOICES AND PAYMENTS

1. Payment will be made within 30 days after receipt of invoice and/or delivery of items included in this Request for Proposal, whichever is later.
2. Roane County Government is not subject to taxation. A tax exemption certificate will be provided upon request.

NONDISCRIMINATION AND NON-CONFLICT STATEMENT

1. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such nondiscrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
2. Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest; that would conflict in any manner with the provision of its goods or performance of its services. The contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Roane County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
3. No employee or member of the Roane County's governing bodies shall participate in the selection or award of a contract if a conflict of interest, real or apparent, would be involved.
4. Officers, employees or officials of the Roane County Government shall neither solicit nor accept gratuities, favors or anything of more than nominal monetary value from vendors or parties to subcontracts.

IRAN DIVESTMENT ACT

1. 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 thereto 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 Tennessee Code Annotated § 12-12-106.

**2020-10-171 – VOTING SYSTEM & EQUIPMENT
VENDOR INFORMATION SHEET**
(Please fill out completely)

By completing and signing this form you certify that you are an authorized representative of the company for which you are submitting a bid/proposal and that you have the authority to legally bind your company. Further, by completing and signing this form you certify that you agree to all the terms and conditions of this bid/proposal.

1. Vendor Name _____

2. Address _____

City _____ State _____ Zip Code _____

3. Contact Person (Please Print) _____

4. Telephone Number _____ Fax Number _____

5. Vendor's e-mail address _____

6. Authorizing Signature _____

7. Title of Person Signing Bid _____

8. If addenda were issued, please acknowledge the receipt of: (please write "yes" if you received one)
Addendum 1 _____ Addendum 2 _____ Addendum 3 _____ Addendum 4 _____

9. If applicable, please indicate below if discounts will be allowed for prompt payment or if there is not discount offered:
_____ % Net 10 Days; _____ % Net 20 Days; _____ % Net 30 Days; _____ No Discount

COOPERATIVE PURCHASING - Vendors are to indicate if it is permissible for other governmental agencies in the State of Tennessee to purchase these items or services at the same price. Freight charges may be adjusted to reflect differences in delivery costs to other locations. Please indicate the approval of Cooperative Purchasing.

_____ Yes _____ No

THIS FORM MUST BE COMPLETELY FILLED OUT, SIGNED, & RETURNED IN YOUR PROPOSAL.

**2020-10-171 – VOTING SYSTEM & EQUIPMENT
NON –COLLUSION, INDEPENDENT PRICE DETERMINATION,
NON-DISCRIMINATION, NON-DEBARMENT & LOBBYING AFFIDAVIT**

I do hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud.

I understand that collusive pricing is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards and that no collusion with another firm was used in preparation of this bid.

I also certify that this firm does not discriminate against any employee or applicant for employment on the grounds of race, color, national origin or sex; and does not and will not maintain or provide for his employees any segregated facilities at any of its establishments, and further, that the firm does not and will not permit their employees to perform their services at any location under this contract where segregated facilities are maintained.

By submission of this bid, the bidder certifies that neither it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State department or agency.

I further certify that during the Invitation to Bid solicitation and/or during the performance of this contract that neither it nor its principals will participate in lobbying activities in conjunction with this project.

I agree to abide by all terms and conditions of this Invitation to Bid and certify that I am authorized to sign this affidavit for the vendor.

Please indicate which of the following apply to your company. This information is requested for information purposes only. Roane County currently has no policy that allows for set asides or preferences for woman owned or minority owned businesses.

_____ African American Owned
_____ Caucasian Owned
_____ Native American Owned
_____ Other Owned

_____ Asian Owned
_____ Hispanic Owned
_____ Woman Owned

Signature

Title

THIS FORM MUST BE COMPLETELY FILLED OUT, SIGNED, & RETURNED IN YOUR PROPOSAL.

**2020-10-171 – VOTING SYSTEM & EQUIPMENT
IRAN DIVESTMENT ACT COMPLIANCE**

The Iran Divestment Act of 2016, effective on July 1, 2016, is codified in Tennessee Code Annotated §12-12-101 *et seq.* The Iran Divestment Act, with certain exceptions, prohibits local governments from entering into contracts with persons or entities engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in Tennessee Code Annotated §12-12-105, a person engages in investment activities in the energy sector of Iran if:

- 1) The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquified natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquified natural gas, for the energy sector of Iran; or
- 2) The person is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person, for forty-five (45) days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list, created pursuant to §12-12-106, as a person engaging in investment activities in Iran as described in this section.

This Act requires the State of Tennessee’s chief procurement officer to publish on the State’s website a list of persons it determines engaged in investments activities in Iran (the “Prohibited Entities List”).

Any BIDDER that is on the Prohibited Entities List will be ineligible to contract with the COUNTY.

Pursuant to the Act, any BIDDER that attempts to contract with the COUNTY must certify, at the time the bid is submitted, that the BIDDER is not identified on the Prohibited Entities List. A bid shall not be considered for award, nor shall any award be made where the BIDDER fails to submit a signed and verified compliance certification form.

**CERTIFICATION OF COMPLIANCE
IRAN DIVESTMENT ACT**

The undersigned states that he/she has legal authority to swear this on behalf of _____

(Vendor); and that the Vendor is not in any manner in violation of *Tennessee Code Annotated §12-12-101 to §12-12-106.*

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 thereto 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 the Iran Divestment Act, Tennessee Code Annotated §12-12-106.

By: _____

Title: _____

Sworn to and subscribed before me, a Notary Public, this _____ day of _____ 20____.

Notary _____ My Commission Expires _____

THIS FORM MUST BE COMPLETELY FILLED OUT, SIGNED & NOTARIZED, & RETURNED IN YOUR PROPOSAL.

**2020-10-171 – VOTING SYSTEM & EQUIPMENT
STATEMENT OF QUALIFICATION**

The following statements as to experience and general qualifications of the proposing firm as submitted in conjunction with the Request for Proposal as part thereof and truthfulness and accuracy of information is guaranteed by the proposing firm and included in the evaluation of the proposals.

Name & Address of Proposing Firm:

Telephone _____

Fax Number _____

Number of years proposer has been in this business. _____

Proposing firm must have satisfactorily completed or currently maintained three (3) contracts of similar size in the last five (5) years.

Company _____

Contact Name _____

Telephone _____

Company _____

Contact Name _____

Telephone _____

Company _____

Contact Name _____

Telephone _____

THIS FORM MUST BE COMPLETELY FILLED OUT & RETURNED IN YOUR PROPOSAL.

**2020-10-171 – VOTING SYSTEM & EQUIPMENT
SUMMARY SHEET**

Proposals will be read and evaluated in their entirety. Please provide one (1) original and eight (8) copies of the entire proposal and one (1) copy in a digital format. Emailed proposals will not be accepted.

Please provide the following information on this sheet for to be referenced at the proposal opening date and time.

Brand of Voting Equipment Proposed _____

Total Cost of the Equipment as Requested on Page 13, E., 1, a-e.

Quantity	Equipment	Cost
30 Each	Digital Ballot Scanner with Ballot Box	
30 Each	Secure Ballot Transport Bag	
30 each	Accessibility Ballot Marking Device with Stand & Printer	
60 Each	Ballot Printing Device with Printer & Stand (If Available)	
1 each	Election Management Workstation & Printer with Software	
TOTAL COST OF EQUIPMENT		\$

Years of Experience _____

Counties in Tennessee You Serve _____

Delivery Date After Receipt of Order _____

Time Frame to Set Up Equipment _____

2020-10-171 – VOTING SYSTEM & EQUIPMENT

I. Purpose and Overview

A. Purpose

The Roane County Purchasing Department, on behalf of the Roane County Election Commission, is soliciting proposals from qualified vendors for the purpose of replacing its current voting system. Structure your proposals so that responses include all evaluation criteria.

B. Project Description

The objective of this project is to replace Roane County's current voting system with an optical scan paper-based system. The project also includes other election equipment components and services, including ballot on demand printers, and Election Day services.

The Roane County Election Commission serves approximately thirty-five thousand (35,000) registered voters. A typical election includes the operation of twenty-four (24) Election Day precincts and four (4) early voting location. The selected vendor will be required to coordinate delivery, training, and implementation of all equipment for use in the August 6, 2020 State Primary and County General Election.

C. General Requirements

Any voting system proposed must meet the following minimum requirements:

1. Certification

- a) The proposed system must be certified by the United States Election Assistance Commission to, at a minimum, the 2005 Voluntary Voting System Guidelines. Proof of certification should be provided.
- b) The proposed system must be certified by the State of Tennessee Election Commission and Coordinator of Elections. Proof of certification should be provided.

2. Equipment Condition

- a) All equipment must be new and newly manufactured, not reconditioned or refurbished in any way.

3. Portability

- a) Components should include a compact and durable storage case for secure, easy transportation and storage; be compact for easy transport in typical private vehicles, and for flexible deployment by poll workers. Provide dimension of carrying cases you are proposing for all equipment.
- b) Provide the weight of each component.

4. Initial Training

- a) A minimum of two (2) training sessions must be provided for staff, election officials, and the public for the new system at no additional cost prior to the first deployment of the system in an election.
- b) Training and instructional materials must also be provided to Roane County for use in subsequent elections. Please include samples of your training materials with your response to this RFP.

D. Specifications

Please provide detailed information in your proposal which highlights the features and benefits of your system. Consider the following requirements and scenarios as you prepare your response and indicate how your solution meets or exceeds these requirements and how the scenarios would be addressed. If your solution does not meet one or more of the requirements below, please note this as well.

1. Digital Scanners

- a) Scanner should provide for ease of use and clarity for voters and election officials. Verification should be provided by scanner that ballot has been officially cast and stored. The scanner should also alert the voter to problems with their ballot, including but not limited to rejections for over-votes, missing ballot pages, or other ballots needing manual review. Under-votes shall be permissible, but voter should be notified of their right to cast votes for all contests for which they are eligible.
- b) Scanner should provide for opening and closing tallies, such as the printing of a zero tape at the beginning of the Election Day and a results tape at the end of the Election Day.
- c) Scanner should have ample memory, from either internal or external sources, so as to digitally preserve ballot images and counts. Provide details on the memory capacity of the system you are proposing.
- d) Scanner must have the capability to read variety of marks on ballots including over-votes, write-ins, etc.
- e) Scanner must be capable of receiving and reading various sizes of paper ballots ranging from 8.5" x 11" to 8.5" x 17" which are printed on commercial "off the shelf" paper types.
- f) Scanner must have the ability to read ballots with unique ballot identifiers, so as to prevent ballots from being scanned more than once.
- g) Scanner should have the ability to scan both multiple page ballot and front-and- back ballots.
- h) Scanner should have a fast, accurate scanning capability. Provide details on the number of ballots that can be scanned per minute.
- i) Scanner should have backup power supply. Provide detailed information on the power supply system.
- j) Scanner should provide a simple, clear, and secure path for removing jammed ballots. Provide details on how jammed ballots are cleared, and the percentage of jams expected to occur per 1,000 ballots scanned.
- k) Per State of Tennessee Election Commission policy, the scanner should have a removable bin to collect the ballots. The ballot bin should have a capacity of at least 3,000 full-size ballots, and should be able to be easily stored when not in use. Provide dimension of the ballot bin when in both storage and use modes.

- l) Scanner memory should be easily imported into election management software system. Provide details on how votes are transferred from scanner memory to the election management software.

2. Accessibility Ballot Marking Device

- a) The accessibility device must comply with all applicable current Americans with Disabilities Act (ADA) requirements.
- b) The accessibility device should employ touch screen technology, as appropriate.
- c) The accessibility device should allow voters to customize the voting experience for their individual needs and abilities via voter-controlled audio, video, and adaptive voting options.
- d) The accessibility device should have safeguards which prevent the voter from over-voting in a contest and which allow for under-votes while notifying the voter of their right to cast votes for all contests for which they are eligible.
- e) The accessibility device must have the ability to print a ballot (or similar) which can be scanned into the optical scanner for tabulation. Describe, in detail, the printed ballot's size, appearance, and how it is scanned into the optical scanner.
- f) Activation of the voter's ballot style shall be easily accomplished. Describe, in detail, how the ballot style is accessed on your proposed accessibility device solution.
- g) Provide information for displaying the accessibility device.
- h) Provide detailed information for the power supply for the accessibility device.

3. Election Management Hardware and Software

Describe your election management hardware and software and their functionality. At a minimum take the following into account.

- a) The election management software provided for this proposal should allow for easy programming of multiple election types.
- b) The software must allow for the easy importing of digital scanner memory. Provide details on how votes are tabulated by the software system once they are transferred from the scanner memory to the election management software.
- c) The software should provide an easy process to adjudicate write-in's processed. Provide details on how this adjudication processes would work in your proposed system.
- d) The software should provide for multiple report types, including the ability to customize reports which may be specific to Roane County.
- e) The software should allow for results to be reviewed and reported periodically throughout the tabulation process.

- f) The software must produce detailed audit logs, which can be easily obtained and printed by Roane County.
- g) The hardware provided for the software to operate should include a standard workstation and printer.

4. Ballot Printing Device

- a) The ballot printing device must have safeguard so as to ensure activation of the proper ballot style for voters.
- b) The ballot printing device should have a backup power supply. Provide detailed information.
- c) The ballot printing device should have the ability to print various ballot styles and sizes.
- d) The ballot printing device should have the ability to print ballot count reports for use in reconciliation purposes.
- e) The ballot printing device should provide fast, high quality printing. Provide details on the number of ballots that can be printed per minute.
- f) Printer should provide a simple, clear path for removing paper jams. Provide details on how jammed pages are cleared, and the percentage of jams expected to occur per 1,000 ballots printed.

E. Component Quantities

Responses to this RFP should be based upon Roane County ordering the following quantities of components:

1. Voting Equipment

- a) Digital Ballot Scanner with Ballot Box: 30
- b) Secure Ballot Transport Bag: 30
- c) Accessibility Ballot Marking Device with Stand and Printer: 30
- d) Ballot Printing Device with Printer & Stand if Available: 60
- e) Election Management Workstation & Printer with Software: 1

2. Additional Equipment

Provide any and all other accessories necessary to conduct an election utilizing a paper-based digital scanner system including memory devices, spare battery packs, and battery chargers.

3. Reservation of Rights

Roane County reserves the right to increase or decrease component quantities as detailed above. Proposer should provide itemized pricing as part of their detailed quote.

F. Warranty

All equipment must be covered by a minimum one (1) year standard parts and labor warranty. Provide detailed information on the warranty offered for all equipment proposed in response to this RFP. If additional warranty years can be purchased, above the standard, please so indicate and provide pricing.

G. Shipping and Handling

If you propose to charge a shipping or handling fee for the equipment ordered under this RFP, please clearly disclose this charge in your proposal. All equipment will be shipped to 200 East Race Street, Kingston, Tennessee 37763.

H. Annual Licensing Fees and Maintenance

1. Annual Fees

- a) Provide a detailed quote for any and all annual fees that will be charged based upon your proposed solution. This also includes any fees related to the ballot printing devices and electronic poll books. Clearly define what is included and what is not included in these annual fees.
- b) Provide information regarding the last two (2) annual fee adjustments implemented by your company for voting software and equipment. Provide the percentage amount of these adjustments.

2. Maintenance

- a. Provide details on maintenance services performed by your company on the voting equipment proposed in response to this RFP, and if these services are performed at an additional cost above the normal annual fees.
- b. Provide information on your company's ability to upgrade or modify voting equipment or software, at no charge to Roane County, to meet requirements mandated by changes in Federal or State law or through State of Tennessee Election Commission policy changes.

I. Additional Services

1. Election Services

- a) Provide details regarding your company's ability to provide on-site support for each Election Day held by Roane County. If this is an additional cost, please so indicate and provide an estimated amount.
- b) Provide details regarding your company's ability to provide election equipment programming services for each election held by Roane County. These services would include any necessary programming of scanners, accessible devices, ballot printers, electronic poll books, or any other device requiring technical intervention for proper operation during the election. If this is an additional cost, please so indicate and provide an estimated amount.
- c) Provide details regarding your company's ability to provide ballot layout preparation services, newspaper composite preparation, or wall display ballot preparation. If these services are provided at an additional cost, please so indicate and provide an estimated amount.

2. Support Services

- a) Describe your company's ability to provide a designated representative which would be available to Roane County on an as-needed basis throughout the year. Provide information on the representative's ability to provide on-site support services to Roane County, including response time. If on-site support cannot be provided timely, does your company offer virtual support options? If these services are provided at an additional cost, please so indicate and provide an estimated amount.

- b) Due to the cyclical nature of elections, the appointed machine technicians for Roane County may change from election to election. Provide details on how your company proposes to provide training to Roane County's appointed machine technicians. If this is an additional cost, please so indicate and provide an estimated amount.

3. Ballot Printing Services

- a) Provide details on your company's ability to provide ballot printing services by providing the following information:
 - 1) Process for placing an order.
 - 2) Typical turnaround time from order to delivery.
 - 3) Estimated cost per ballot.
- b) Failure to provide this service will not automatically disqualify your response to this RFP. However, respondents are encouraged to offer practical advice in their response for how their other customers solve this issue.

J. Cybersecurity

1. Risk Identification and Mitigation

Provide information on your company's processes 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 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 and anomaly handling.

2. Threat Environment

Provide a description of the threat environment as it applies to the election systems and their interconnections that you are proposing in this response. 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.

3. Continuous Monitoring and Improvement

- a) Describe how your company monitors ongoing security threat changes and responds to evolving threats, including monitoring common vulnerabilities and exposure (CVEs) and any ability to receive and share real-time threat information. Indicate participation in information sharing networks, including the 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.
- b) Describe the security audits and penetration analysis performed on a regular basis. If conducted, provide annual security audit reports conducted by an independent auditor.

4. Incident Response and Communication

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

5. Data Transfers

Describe your 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.

K. Qualifications

1. Experience

- a) Prior implementation experience, within the last ten (10) years, must be demonstrated in an election jurisdiction similar in size and complexity to Roane County. Provide references from three (3) such entities via the “related project history form”.
- b) Provide an additional listing indicating all Tennessee counties in which you operate. For each, specify the type of voting equipment used.

2. Personnel

- a) Provide qualifications and experience for all personnel which are being proposed to implement and service the Roane County account. Please include any subcontractors as appropriate.
- b) In addition to basic qualifications (e.g., certifications obtained), include descriptions of experience in the area of elections and cybersecurity, or both. Where applicable, provide any specific knowledge and experience with state and local policies, architecture, and related aspects of the proposed work.
- c) Describe your company process for background checks and security training of those who will be working with Roane County.

3. Corporate Structure

- a) Provide a brief company history, including years in business and corporate headquarters location.
- b) Describe the corporate structure and ownership (e.g. publicly traded corporation, privately held partnership, non-profit) of your company.
- c) 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.
- d) 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 Roane County 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 recovery, 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.

L. Project Funding

Funding for the purchase of voting equipment ordered under this project is anticipated to be funded, in part, by Federal Help America Vote Act funds, in coordination with the State of Tennessee Election Commission. By submitting a response to this RFP, the Proposer agrees to provide any information which may be necessary to assist Roane County in securing and obtaining this funding.

M. Insurance Requirement

Roane County will require a Certificate of Insurance from the awarded vendor, naming Roane County as an additional insured. This certificate will be required upon the issuance of a formal award by Roane County.

N. Project Timetable

The equipment purchased as a result of this RFP must be in place, programed, and operable for use in the August 6, 2020 State Primary and County General Election. The early voting period for the August 6, 2020 election will begin on July 17, 2020. All equipment must be in place four (4) weeks prior to the early voting period. As part of your response, provide a timeline of your planned implementation process taking these dates and those outlined in the RFP Time table above into account.

O. RFP Timetable *(All times listed are Eastern time zone.)*

<u>Project Milestones</u>	<u>Date & Time</u>
Issue Request for Proposal	Thursday, March 19, 2020
Deadline for Written Questions	Friday, April 3, 2020 at 2:00 p.m.
Last Date & Time to Issue Addenda	Tuesday, April 7, 2020 at 2:00 p.m.
Proposals Due	Thursday, April 9, 2020 at 2:00 p.m.
Vendor Demonstration/Interview (if needed)	Wednesday, April 15, 2020*
Notice of Award	Wednesday, April 23, 2020*

*Date and times may vary.

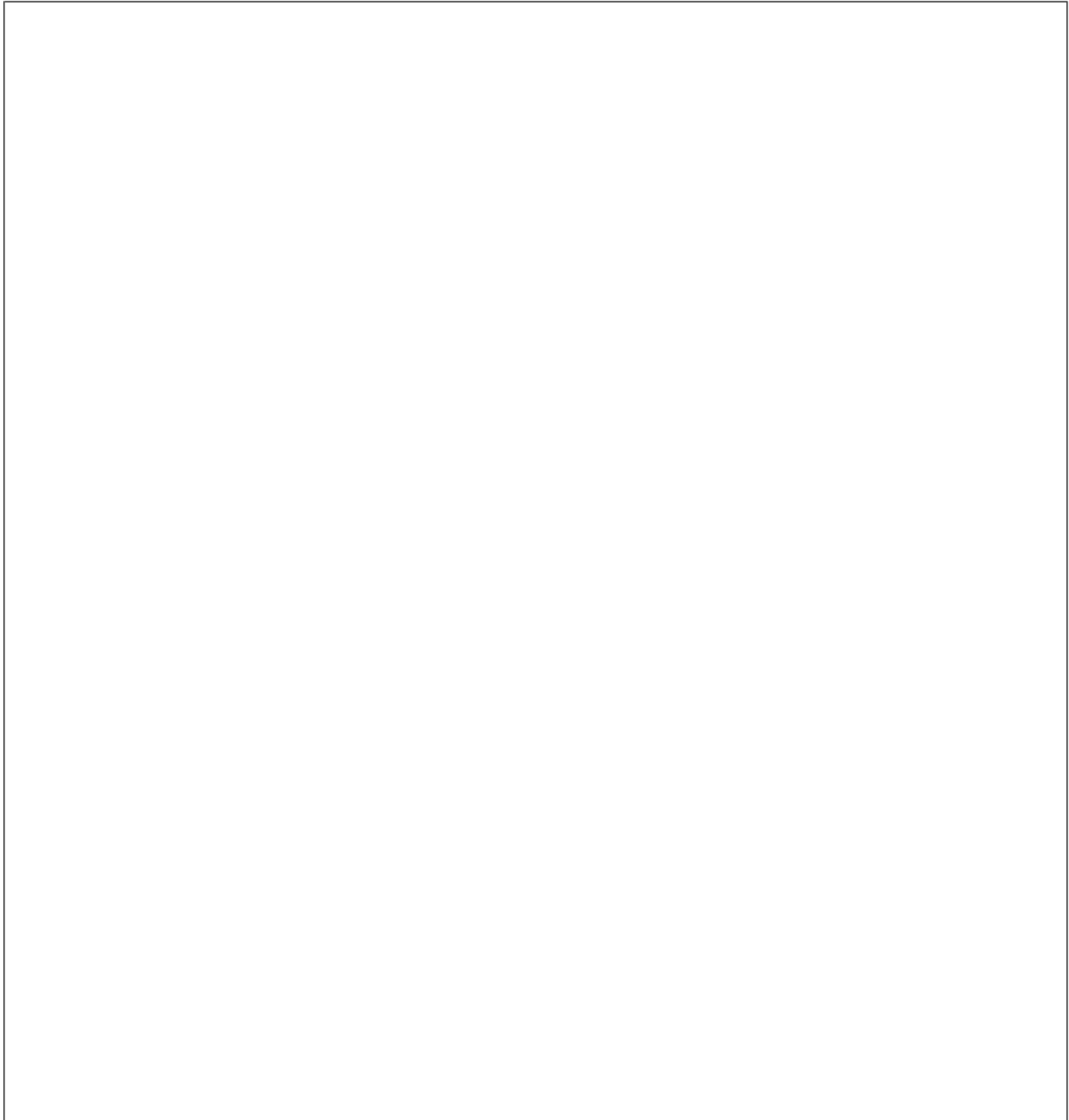
P. Method of Source Selection

Roane County will score responses to this RFP based on the below matrix. Acceptance of the proposal will be based on this matrix and what is determined to be the best and most responsive proposal received.

<u>Criteria</u>	<u>Possible Points</u>
Price of equipment, services, and annual fees	20
Responsiveness to the RFP	5
Company’s Experience/Qualifications	25
Deliverability & Set Up Timeline	20
Functionality and Ease of Use	30

PROPOSAL EXCEPTION FORM

Proposer has agreed to abide by all terms and conditions of this RFP, except for specific exceptions as noted below. If taking exception, please note the page and section number where exception is taken.

A large, empty rectangular box with a thin black border, intended for the proposer to list any specific exceptions to the RFP terms and conditions. The box is currently blank.

Use additional pages as needed.

RELATED PROJECT HISTORY FORMS

Use this form to provide details of projects most closely reflecting the size and complexity of the type of work being requested for the currently proposed project.

Name of Client: _____
(Procuring Entity (Federal, State, Local Government, Other))

Project Name: _____

Location (City, State): _____

Start Date: _____ Completion Date: _____ Contract Amount: \$ _____
(Optional)

Client Representative knowledgeable about the project work:

Name: _____ Title: _____

Phone: _____ Fax: _____ Email: _____

Brief description of project scope & service(s) provided:

*Attach additional pages as necessary.
Roane County reserves the right to contact the client representative for this project.*

**Roane County Election Information for
November 8, 2016 and November 6, 2018
Elections with Daily Early Voting Data per Site**

Roane County Election Information for November 8, 2016

Precinct	Total Registration	Total Early/Absentee Vote	Total Election Day	Total Vote
CC CAVE CREEK	1450	567	409	976
CK CHEROKEE	539	277	111	388
EH MEMORY HEIGHTS	785	294	232	526
EM MEMORY	847	365	219	584
FV FAIRVIEW	1463	746	322	1068
GA GLEN ALICE	843	327	189	516
MT MIDTOWN	1025	425	202	627
MW MIDWAY	621	152	215	367
OH OAK HILLS	2488	1485	325	1810
OS OLIVER SPRINGS	521	107	192	299
OV ORCHARD VIEW	1800	690	487	1177
PP PAW PAW	932	340	288	628
PR PAINT ROCK	775	193	305	498
SH SOUTH HARRIMAN	1815	747	311	1058
DYL DYLLIS	1395	585	337	922
EUR EUREKA	1693	758	376	1134
HW1 HARRIMAN WARD 1	2322	785	378	1163
JSH JOHNSON SCHOOL HO	434	68	198	266
KW1 KINGSTON WARD 1	3550	1883	475	2358
KW2 KINGSTON WARD 2	2290	1215	325	1540
LAN LAWNVILLE	2083	1028	407	1435
REN RENFRO	1071	400	324	724
RW1 ROCKWOOD WARD 1	1300	440	226	666
RW2 ROCKWOOD WARD 2	2515	1065	348	1413
TOTALS:	34557	14942	7201	22143

EARLY VOTING DAILY TOTALS FOR NOV 2016

<u>10/19/16</u>	<u>10/20/16</u>	<u>10/21/16</u>	<u>10/22/16</u>	<u>10/24/16</u>
• ROCK- 235	• ROCK- 228	• ROCK- 225	• ROCK- 97	• ROCK- 169
• HARR- 203	• HARR- 193	• HARR- 213	• HARR- 106	• HARR- 178
• KING- 464	• KING- 512	• KING- 553	• KING- 303	• KING- 547
• OR- 194	• OR- 198	• OR- 240	• OR- 113	• OR- 198
MAIL- 23	MAIL-25	MAIL- 21	MAIL- 19	MAIL- 38
TOTAL- 1119	TOTAL- 1156	TOTAL- 1252	TOTAL- 638	TOTAL- 1130
Nursing Home and Absentee- 316 = 1435				+ 1 PROVISIONAL
<u>10/25/16</u>	<u>10/26/16</u>	<u>10/27/16</u>	<u>10/28/16</u>	<u>10/29/16</u>
• ROCK- 165	• ROCK- 167	• ROCK- 153	• ROCK- 182	• ROCK- 117
• HARR- 150	• HARR- 139	• HARR- 109	• HARR- 173	• HARR- 120
• KING- 621	• KING- 616	• KING- 561	• KING- 695	• KING- 371
• OR- 224	• OR- 170	• OR- 151	• OR- 237	• OR- 137
MAIL- 4	MAIL- 21	MAIL- 0	MAIL- 46	MAIL- 31
TOTAL- 1164	TOTAL- 1113	TOTAL- 974	TOTAL- 1333	TOTAL- 776
+ 2 PROVISIONAL	+ 2 PROVISIONAL			
<u>10/31/16</u>	<u>11/1/16</u>	<u>11/2/16</u>	<u>11/3/16</u>	
• ROCK- 134	• ROCK- 113	• ROCK- 140	• ROCK- 157	
• HARR- 112	• HARR- 141	• HARR- 127	• HARR- 155	
• KING- 507	• KING- 450	• KING- 507	• KING- 588	
• OR- 138	• OR- 143	• OR- 154	• OR- 205	
MAIL- 42	MAIL- 14	MAIL- 29	MAIL- 24	
TOTAL- 933	TOTAL- 871	TOTAL- 957	TOTAL- 1129	
	INMATE- 10	+ 3 PROVISIONAL	+ 2PROVISIONAL	
	+1- PROVISIONAL			

TOTAL NUMBER FOR EARLY VOTING UP TO 11/3/16 = 14860

Roane County Election Information for November 8, 2018

Precinct	Total Registration	Total Early/Absentee Vote	Total Election Day	Total Vote
CC CAVE CREEK	1401	452	370	822
CK CHEROKEE	522	239	117	356
EH EMORY HEIGHTS	717	213	223	436
EM EMORY	818	318	214	532
FV FAIRVIEW	1421	651	320	971
GA GLEN ALICE	786	294	184	478
MT MIDTOWN	989	314	229	543
MW MIDWAY	578	139	192	331
OH OAK HILLS	2388	1276	343	1619
OS OLIVER SPRINGS	442	70	148	218
OV ORCHARD VIEW	1713	585	479	1064
PP PAW PAW	946	294	300	594
PR PAINT ROCK	737	144	290	434
SH SOUTH HARRIMAN	1721	608	329	937
DYL DYLLIS	1326	484	335	819
EUR EUREKA	1661	688	388	1076
HW1 HARRIMAN WARD 1	2136	599	377	976
JSH JOHNSON SCHOOL HO	394	53	172	225
KW1 KINGSTON WARD 1	3408	1571	511	2082
KW2 KINGSTON WARD 2	2184	1026	328	1354
LAN LAWNVILLE	2035	856	453	1309
REN RENFRO	1007	347	301	648
RW1 ROCKWOOD WARD 1	1190	361	209	570
RW2 ROCKWOOD WARD 2	2324	836	352	1188
TOTALS:	32844	12418	7164	19582

EARLY VOTING DAILY TOTALS FOR NOV 2018

<u>10/17/18</u>	<u>10/18/18</u>	<u>10/19/18</u>	<u>10/20/18</u>	<u>10/22/18</u>
• ROCK- 195	• ROCK- 174	• ROCK- 173	• ROCK- 91	• ROCK- 168
• HARR- 176	• HARR- 140	• HARR- 169	• HARR- 78	• HARR- 113
• KING- 531	• KING- 505	• KING- 664	• KING- 279	• KING- 529
• OR- 193	• OR- 194	• OR- 247	• OR- 124	• OR- 183
<u>MAIL - 19</u>	<u>MAIL - 8</u>	<u>MAIL - 11</u>	<u>MAIL - 12</u>	<u>MAIL - 29</u>
<u>TOTAL = 1,114</u>	<u>TOTAL = 1,021</u>	<u>TOTAL = 1,264</u>	<u>TOTAL = 584</u>	<u>TOTAL = 1,022</u>
Provisional= 1		Provisional = 1		Provisional = 2
<u>10/23/18</u>	<u>10/24/18</u>	<u>10/25/18</u>	<u>10/26/18</u>	<u>10/27/18</u>
• ROCK- 138	• ROCK- 145	• ROCK- 114	• ROCK- 137	• ROCK- 61
• HARR- 122	• HARR- 113	• HARR- 105	• HARR- 109	• HARR- 69
• KING- 448	• KING- 395	• KING- 370	• KING- 476	• KING- 293
• OR- 171	• OR- 136	• OR- 151	• OR- 180	• OR- 105
<u>MAIL- 1</u>	<u>MAIL- 22</u>	<u>MAIL- 0</u>	<u>MAIL- 26</u>	<u>MAIL- 0</u>
<u>TOTAL = 880</u>	<u>TOTAL = 813</u>	<u>TOTAL = 740</u>	<u>TOTAL = 928</u>	<u>TOTAL = 528</u>
	Nursing Home= 1	Provisional = 1		
<u>10/29/18</u>	<u>10/30/18</u>	<u>10/31/18</u>	<u>11/1/18</u>	
• ROCK- 135	• ROCK- 103	• ROCK- 122	• ROCK- 151	
• HARR- 101	• HARR- 121	• HARR- 93	• HARR- 137	
• KING- 373	• KING- 383	• KING- 422	• KING- 441	
• OR- 122	• OR- 137	• OR- 141	• OR- 150	
<u>MAIL- 51</u> <u>INMATE = 6</u>	<u>MAIL- 1</u>	<u>MAIL- 15</u>	<u>MAIL- 23</u>	
<u>TOTAL = 788</u>	<u>TOTAL = 745</u>	<u>TOTAL = 793</u>	<u>TOTAL = 902</u>	
Provisional = 1			Provisional = 1	

EARLY VOTING TOTAL- 10/17/18- 11/1/18 = 12,122

ABSENTEE TOTAL THROUGH - 11/1/18 = 12,351

Voting Machines Per Precinct

	Precinct	No. of Machines	No. of DAU's
1.	Cave Creek	2	1
2.	Cherokee	1	1
3.	Emory Heights	1	1
4.	Emory	1	1
5.	Fairview	2	1
6.	Glen Alice	1	1
7.	Midtown	1	1
8.	Midway	1	1
9.	Oak Hills	4	1
10.	Oliver Springs	1	1
11.	Orchard View	2	1
12.	Paw Paw	1	1
13.	Paint Rock	1	1
14.	South Harriman	3	1
15.	Dyllis	2	1
16.	Eureka	3	1
17.	Harriman Ward 1	5	1
18.	Johnson School House	1	1
19.	Kingston Ward 1	5	1
20.	Kingston Ward 2	5	1
21.	Lawnville	2	1
22.	Renfro	2	1
23.	Rockwood Ward 1	2	1
24.	Rockwood Ward 2	4	1

EARLY VOTING

Harriman Community Center	1	1
Kingston Community Center	3	1
Oak Ridge First Christian Church	1	1
Rockwood Community Center	1	1