

Sullivan 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) and the accompanying specifications on behalf of the Sullivan County Election Commission.

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 Sullivan 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:**

SULLIVAN COUNTY PURCHASING DEPARTMENT  
3411 HWY 126, SUITE #201  
BLOUNTVILLE, TENNESSEE 37717

**Proposal Number: 2021-1216(KD)  
VOTING SYSTEM & EQUIPMENT**

**Open Date & Time: December 16, 2021, at 2:00 p.m. (Eastern Time Zone)**

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

**PURCHASING CONTACT INFORMATION**

**Kristinia Davis, CPPB  
Purchasing Agent  
Phone: 423-323-6400  
Fax: 423-323-7249  
Email: kris.davis@sullivancountyttn.gov**

**GENERAL TERMS & CONDITIONS**

1. Attached are instructions and conditions for submitting a proposal for Sullivan 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. Sullivan 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:

Sullivan County Purchasing Department  
3411 Hwy 126, Suite #201  
Blountville, Tennessee 37617

**Please note that Sullivan 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 Sullivan 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 and emailed to Kristinia Davis, Purchasing Agent at [kris.davis@sullivancountyttn.gov](mailto:kris.davis@sullivancountyttn.gov). 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 Sullivan County. The evaluation of criteria, cost, and other factors will be taken into consideration. It is the intent of Sullivan 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. Sullivan 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. Sullivan 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. Sullivan County shall have sole responsibility for determining a reliable source. Sullivan 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 Sullivan 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 Sullivan County Purchasing Agent with a copy to the Sullivan County Mayor and delivered no later than seven (7) calendar days from date of the county's award decision. Such protest must include a protest bond in the amount of \$350 (cashier's check payable to the Sullivan County Trustee or Cash) submitted to the Purchasing Agent before the County will consider the protest. This protest bond will serve as a guarantee by the protester of the validity and accuracy of the protest. If the protest is denied by the County Mayor, the bond will be retained to cover costs associated with the protest.

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, Sullivan 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, Sullivan 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 Sullivan 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 Sullivan 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 Sullivan County as an additional insured. Carrier will assume full common liability of all shipments.

## **NO CONTACT POLICY**

1. From the period beginning on the date of the issuance of this RFP any contact initiated by a proposer with any Sullivan County representative concerning this proposal is strictly prohibited, unless such contact is made with the Purchasing Department representative listed herein or with said representative's authorization. Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction. Proposals must include a notarized No Contact/No advocacy Affidavit as per the attached.

## **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 Sullivan County, Tennessee. The Courts in Sullivan 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 Sullivan County if the project is over \$50,000.

## **INDEMNIFICATION/HOLD HARMLESS**

1. Contractor shall indemnify, defend, save and hold harmless all departments of Sullivan County Government and/or the Sullivan 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, Sullivan 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. Sullivan County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Sullivan County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Sullivan 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. Sullivan 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 Sullivan 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 Sullivan 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 Sullivan 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.

#### **AMERICANS WITH DISABILITIES ACT (ADA)**

1. The contractor will provide product that complies with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination of handicaps with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. § 4151 et seq., which require that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act.

#### **BYRD ANTI-LOBBYING AMENDMENT**

1. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. §1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

#### **ENERGY CONSERVATION**

1. The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

#### **NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

1. The federal government shall not be subject to any obligations or liabilities to any third-party Contractor, or any other person not a party to the Grant Agreement or Cooperative Agreement in connection with the performance of this contract. Notwithstanding any concurrence provided by the federal government in or approval of any solicitation, sub-agreement, or third-party contract, the federal government continues to have no obligations or liabilities to any party, including the third-party Contractor.

**2021-1216(KD)(KD) – 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.**

**2021-1216(KD) – 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. Sullivan 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.**



**2021-1216(KD) – 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.**

**No Contact/No Advocacy Affidavit**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

(1) He/She is the owner, partner, officer, representative, or agent of \_\_\_\_\_

\_\_\_\_\_, the Proposer that has submitted the attached Proposal;

(2) The Proposer \_\_\_\_\_ swears or affirms that he/she will abide by the following “No Contact” and “No Advocacy” clauses:

a) **NO CONTACT POLICY:** After the posting of this solicitation to the Purchasing Division’s website, any contact initiated by any proposer with any Sullivan County representative concerning this proposal is strictly prohibited, unless such contact is made with the Sullivan County Purchasing Agent. Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction.

b) **NO ADVOCATING POLICY:** To ensure the integrity of the review and evaluation process, companies and/or individuals submitting proposals for any part of this project, as well as those persons and/or companies representing such proposers, may not lobby or advocate to Sullivan County staff including, but not limited to, members of Sullivan County Commission, Sullivan County Office of the Mayor, Sullivan County School Board or any other Sullivan County staff.

Any company and/or individual who does not comply with the above stated “No Contact” and “No Advocating” policies may be subject to having their proposal rejected from consideration.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_, Notary Public

My Commission expires: \_\_\_\_\_

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

**2021-1216(KD) – 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.**

**2021-1216(KD) – VOTING SYSTEM & EQUIPMENT  
SUMMARY SHEET**

Proposals will be read and evaluated in their entirety. Please provide one (1) original and seven (7) 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.

Please attach a detailed listing outlining the equipment, labor, installation, set-up, testing, and training, and any proprietary elements of the equipment. Costs shall include cost of equipment, software (if applicable) cost, training cost, labor, maintenance, warranty, and any other costs to this page. Fee proposal shall include full itemized pricing information.

Total Cost                    \$ \_\_\_\_\_

Brand of Voting Equipment Proposed: \_\_\_\_\_

Years of Experience \_\_\_\_\_

Counties in Tennessee You Serve \_\_\_\_\_

Delivery Date After Receipt of Order \_\_\_\_\_

Time Frame to Set Up Equipment \_\_\_\_\_

## 2021-1216(KD) – VOTING SYSTEM & EQUIPMENT

### I. Purpose and Overview

#### A. Purpose

The Sullivan County Purchasing Department, on behalf of the Sullivan County Election Commission, is soliciting proposals from qualified vendors for the purpose of replacing its current voting system. This may include the purchase of an election management system, ballot on demand devices, ballot tabulators, tabulation system, high speed central vote tabulator, electronic pollbooks, training, technical support, and Election Day support. Structure your proposals so that responses include all evaluation criteria.

#### B. Project Description

The Sullivan County Election Commission serves one hundred seven thousand seven hundred seventy-nine (107,779) registered voters. For a typical election we have twenty-five (25) Election Day precincts and three (3) early voting locations and have used two hundred five (205) voting machines.

#### 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.
- b) The proposed system must be certified by the State of Tennessee Election Commission and Coordinator of Elections. A vendor may submit a proposal for a system that is under review, but a county may not purchase the system until it is certified.
- c) Should have accessibility features to allow voters with disabilities to vote independently and privately.

##### 2. Equipment Condition

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

##### 3. 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 Sullivan County for use in subsequent elections. Please include samples of your training materials with your response to this RFP.
- c) Provide a fee schedule for additional training days.

#### D. System Description

- a) Describe the overall system for your proposed solution, including hardware

and software. Describe the benefits of your system.

- b) 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.
- c) Provide information pertaining to the acquisition of the existing voting equipment (Hart Intercivic E-slate) currently owned by the Sullivan County Election Commission.
- d) Provide information regarding the method by which paper ballots are not capable of being scanned more than once by precinct-based or absentee ballot scanners for your system.
- e) Provide anticipated delivery date and any current or anticipated issues pertaining to supply chain that may affect delivery of equipment.

### **1. Ballot Marking Device**

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

- a) Ease of use by voters and election officials.
- b) Accessibility features.
- c) Support of split precincts or multiple ballot styles on a single unit.
- d) Options to ensure activation of the proper ballot style for each voter.
- e) Preventing the voter from overvoting.
- f) Allowing undervotes but notifying the voter of their right to cast votes for all contests for which they are eligible.
- g) Allowing voters to make multiple selections for a single contest when applicable.
- h) Process for casting a write-in ballot.
- i) Summary of selections presented to voters.
- j) Troubleshooting features for election officials.
- k) Opening and closing procedures for election officials.
- l) Battery backup in the event of loss of power, including alerts to election officials.
- m) Supplies needed for operation, such as paper and toner.

### **2. Precinct-based Scanners**

Describe the scanner used in the precinct to tabulate votes. Per T.C.A. §2-20-104(d), precinct-based optical scanners used in an election in this state shall not have any capability, enabled, or disabled, for wireless communication of any sort. 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:

- a) Ease of use by voters and election officials.
- b) Clarity to voter and election officials that ballot has been cast and stored.
- c) Poll opening and closing procedures, including printing of a zero tape in the morning and results tapes in the evening.
- d) 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.
- e) Battery backup in the event of loss of power, including alerts to election officials.
- f) Procedures and time necessary to clear any jammed cards or ballots.
- g) Preservation of ballot images.
- h) Supplies needed for operation, such as external memory devices.

**3. Direct Recording Electronic (DRE) System with Voter-Verifiable Paper Audit Trail (VVPAT)**

Describe the functionality of your proposed DRE system, taking the following into account:

- a) Ease of use by voters and election officials.
- b) Accessibility features.
- c) How machines are transported and stored.
- d) Support of split precincts or multiple ballot styles on a single unit.
- e) Options to ensure activation of the proper ballot style for each voter.
- f) Preventing the voter from overvoting.
- g) Allowing undervotes but notifying the voter of their right to cast votes for all contests for which they are eligible.
- h) Allowing voters to make multiple selections for a single contest when applicable.
- i) Process for casting a write-in ballot.
- j) Summary of selections presented to voters.
- k) Troubleshooting features for election officials.
- l) Poll opening and closing procedures, including printing of a zero tape in the morning and results tapes in the evening.

- m) Battery backup in the event of loss of power, including alerts to election officials.
- n) How cast vote records are stored, backed up, and secured on the device.
- o) Anti-tampering features, including protection of unused ports during storage, transportation, and use.
- p) Voter-verifiable paper audit trail functionality for each ballot cast.

#### **4. Absentee Scanner**

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

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

#### **5. Election Management System**

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

- a) Programming of the election.
- b) Ballot creation and printing by vendor of choice.
- c) Audit logs.
- d) Election night reporting, including steps to ensure that all anticipated results have been reported.
- e) Process to ensure speed and accuracy of tabulation.
- f) Customization of reports.

#### **6. Security**

- a) Describe your 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.

- b) 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.
- c) 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 the Sector Coordinating Council of the Election Infrastructure Subsector (EIA-SCC), the Information Technology Information Sharing & Analysis Center (IT-ISAC), the Election Infrastructure ISAC (EI-ISAC), and others.
- d) Define 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.
- e) 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.
- f) 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.
- g) Describe the security audits and penetration analysis performed on a regular basis. If conducted, provide annual security audit reports conducted by an independent auditor.

## **E. Vendor Qualifications**

### **1. Experience**

- a) Vendors shall confirm prior implementation experience with their products in an election jurisdiction of similar size and complexity.
- b) 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.
- c) Describe your company process for background checks and security training of those who will be working on the project.
- d) 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.

- e) 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 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.

## **F. Component Quantities**

Responses to this RFP should be based upon the registered and participating voter information that is attached for quantities of components that would be needed for your system, include a detailed list of components with your RFP proposal.

### **1. Additional Equipment**

Provide any and all other accessories necessary to conduct an election utilizing an election management system and its components including external memory devices, spare battery packs, and battery chargers.

### **2. Reservation of Rights**

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

## **G. 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.

## **H. 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 3258 Hwy 126, Suite 103, Blountville, Tennessee 37617.

## **I. 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 Sullivan County, to meet requirements mandated by changes in Federal or State law or through State of Tennessee Election Commission policy changes.
- c) Confirm capacity to upgrade or modify software to meet requested enhancements.

**J. 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 Sullivan County in securing and obtaining this funding.

**K. Insurance Requirement**

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

**L. Project Timetable**

The equipment purchased as a result of this RFP must be in place, programed, and operable for use in the May 3, 2022, State and County Primary Election. All equipment must be in place by March 1, 2022. As part of your response, provide a timeline of your planned implementation process taking these dates into account.

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

<u>Project Milestones</u>	<u>Date &amp; Time</u>
Issue Request for Proposal	Monday, November 22, 2021
Deadline for Written Questions	Friday, December 6, 2021, at 2:00 p.m.
Last Date & Time to Issue Addenda	Tuesday, December 14, 2021, at 2:00 p.m.
Proposals Due	Thursday, December 16, 2021, at 2:00 p.m.
Vendor Demonstration/Interview (if needed)	TBD
Notice of Award	TBD

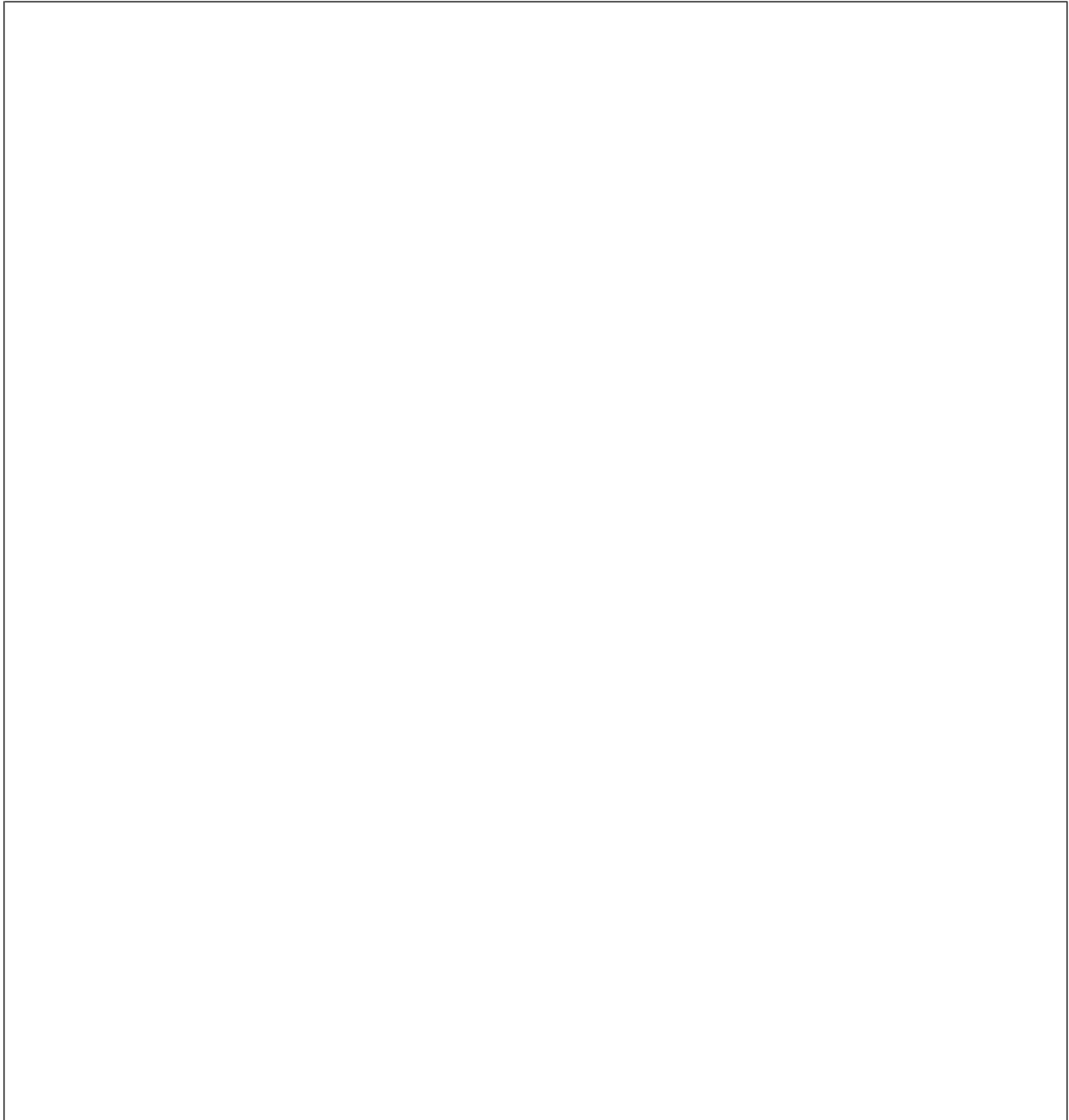
**N. Method of Source Selection**

Sullivan 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	20
Deliverability & Set Up Timeline	20
Functionality and Ease of Use	35

## 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 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.  
Sullivan County reserves the right to contact the client representative for this project.*