

ST. JOSEPH COUNTY, INDIANA

REQUEST FOR PROPOSALS

ST. JOSEPH COUNTY ELECTION BOARD

ELECTRONIC POLL-BOOKS

RELEASED January 19, 2016

PROPOSALS DUE February 2, 2016

**ST. JOSEPH COUNTY, INDIANA
REQUEST FOR PROPOSALS
INTRODUCTION GENERAL INSTRUCTIONS**

Proposal Form

Proposals are to be submitted in sealed envelopes addressed to:

St. Joseph County Board of Commissioners
County-City Building, 7th Floor
227 West Jefferson Blvd.
South Bend, Indiana 46601

The envelope shall be clearly marked "Proposal for St. Joseph County Election Board - Electronic Poll-Books." Also include on the outside of the envelope the name and address of the respondent(s). A noncollusion affidavit shall be executed and provided with the proposal. It is the sole responsibility of the respondent to see that the proposal is received at the designated date and time. All respondents shall enclose five identical copies of the proposal. Proposals are due for opening February 2, 2016 at 10:00 AM by the St. Joseph County Board of Commissioners.

Any proposal received after the designated date and time may be rejected and returned unopened. Amendments may be submitted at a later date only if solicited by the County.

No proposals shall be withdrawn after the specified time fixed for opening. Negligence on the part of any respondent in preparing the proposal confers no right to withdraw the proposal.

Proposal Life

All proposals made in response to this Request for Proposals must remain in effect for a period of at least ninety (90) days after the proposals are opened. Any proposal accepted by the County for the purpose of contract negotiations shall remain valid until superseded by a contract or until rejected by the County.

Withdrawal of Proposals

Any respondent may withdraw its proposal either personally or by written request prior to the scheduled time fixed for opening.

After the time fixed for opening, proposals may not be withdrawn.

Examination of Specifications

Respondents should thoroughly examine and be familiar with the specifications. The failure or omission of a respondent to receive or examine any form, instrument, addendum, or other document or to visit the site(s) and become acquainted with existing conditions shall in no way

relieve any respondent from performance of an awarded proposal or contract. The submission of a proposal shall be taken as prima facie evidence of compliance with this section.

Calls

All inquiries are to be made to:

Ms. Terri Rethlake, Clerk
St. Joseph County Courthouse
101 South Main Street
South Bend, Indiana 46601
(574) 235-9635

Taxes

The County is exempt from all federal, state and local taxes, and will not be responsible for any taxes levied on the respondents as a result of any contract awarded.

Award of Contract

Award of contract is subject to the right that is reserved by the County to reject any or all proposals, or any items thereof, and to waive informalities or irregularities in its sole discretion. The County also reserves the right to award the proposal that is in the best interest of the County with or without further negotiations.

Evaluation

All proposals will be evaluated by the County. Proposals will be evaluated for their compliance with state and federal law and with the specifications of this Request for Proposals.

The award will be made to the contract that is the most advantageous to the governmental body taking into consideration price and the other evaluation factors set forth in the Request for Proposals, including, but not limited to, the quality of the product to be purchased, response to proposal specifications, demonstrations, applied usability in a real life situation and references of like county installations running the same proposed software on the same proposed hardware and any proposed back-up plan.

Failure to be able to meet any of the specifications at this time might not preclude further consideration, but must be noted with a full disclosure of detail, including additional cost. The County is requesting solutions that will allow for the full use and implementation of the electronic poll-books beginning with the Presidential Primary held on May 3, 2016.

Vendor Information

Include profit and loss statements and balance sheets for the respondents for the past three (3) years.

Audited financial information should be provided if available.

Include company hierarchy, structure of departments, and number of employees per department. Also, explain the department's function.

Include a resume for each person who will be assigned to this project.

Reference List

Include a reference list of five contact names, addresses, and phone numbers of governmental agencies running the proposed system hardware and software. Include counties within the state of Indiana, if available.

Working System

It shall be the responsibility of the respondent to furnish a working system that meets all of the requirements stated in this request.

Contracts

Include sample contracts (procurement and maintenance) with your response. The sample contracts should include language for inclusion of the terms and provisions of this Request For Proposals. All respondents shall also include suggested language for performance acceptance and payment terms. Any contract shall include an indemnification clause against claims of equipment or software providers or other subcontractors and against claims of patent, trademark, copyright or other proprietary right infringement. As well, the governing law and venue provisions of the contracts should state that the contracts are governed by Indiana law and the exclusive venue for any dispute is the Circuit or Superior Courts of St. Joseph County, Indiana.

The respondent shall unconditionally warrant that the initial configuration of hardware and software will perform in accordance with the specifications detailed in this and following documents leading to the contract, for a period of at least one (1) year following the final acceptance of said system by the County. Modifications required to make the system perform in accordance with the specifications detailed in this and following documents leading to the contract must be made by the respondent at no additional charge. The respondent shall thereafter maintain the system as provided by the terms of the lease or maintenance contracts.

In the event that any item of hardware, software, or any services consistently fails to perform according to these specifications during the warranty period, the County shall have the right to cancel the contract with the respondent after providing the respondent thirty (30) days notice of its intent. The respondent will be allowed that period to correct any of the identified problems. In the event that the situation cannot be corrected, the respondent will then be responsible for damages equal to the cost of bringing the system to the state that would have existed had the system performed according to the specifications. If the processor and/or operating system is determined to be incapable of performing according to specifications, the respondent awarded

the contract will also be responsible for replacing any hardware or software to meet the specifications.

Maintenance Contracts and Licensing

The respondent shall include a copy of the maintenance and licensing contracts, the company name, and location of the firm providing the maintenance for hardware and software, the response time, and the service turn-around time to correct the deficiency.

County Obligations

The County shall not be liable for any costs incurred by the respective respondents in submitting a proposal or in anticipation of being awarded a contract. The County reserves the right to select successful proposals without discussion of the proposals with the respondents. It is understood that proposals will become part of the County's official files and will be open to public inspection. Retention of these proposals does not obligate the County to any action.

The County reserves the right to select a short list of respondents, solicit additional information from them, and enter into competitive contract negotiations with more than one of them. Failure or inability of a respondent to meet any of the requirements of this Request for Proposals will be sufficient reason to disqualify any respondent.

Proposal Instructions

1. Respondents shall enclose with their proposals full particulars and data concerning all items proposal. Manufacturer, model number, and product description must be included for all items proposal.
2. Respondents shall submit separate and complete proposals for each type of Electronic Poll-Book which they propose to supply.
3. Respondents shall be available to demonstrate their software and equipment after proposals have been received. Respondents must be willing to make available their software and equipment for demonstration in St. Joseph County after proposals have been received.
4. The County reserves the right to accept the proposal on items or combination of items and to acquire more or less than the quantities indicated. The County also reserves the right to reject any or all proposals, or any items thereof.
5. Regular warranty information and extended warranty information and prices shall be included with the proposal.

6. Respondents are to be specific and include as a part of their proposal detailed information and cost for yearly maintenance and licensing contracts to cover all equipment and all computer hardware and software systems.
7. Information shall be provided pertaining to hardware service turn-around time, Availability of regular parts, as well as information about authorized technical and repair personnel. Information shall be provided pertaining to service turn-around time for software service calls and program defects.
8. Information on training capability, procedures, and cost (if any), as well as continuing support capability shall be provided.
9. All shipping and installation costs are to be included in the proposal price.
10. The County will make the sole determination of which contract is most advantageous taking into consideration price and the other evaluation factors set forth in this Request for Proposal.

**SPECIFICATIONS
FOR
ELECTRONIC POLL-BOOKS**

Each proposal submitted shall meet the following specifications:

1. All Proposals shall be in writing. No oral or other type of communications is acceptable.
2. All Proposals shall specify a unit price and a total price for a minimum of two hundred (200) electronic poll-books and all associated hardware and software required for functionality. In addition, the respondent will specify and describe system technical support offered as part of the proposal.
3. Electronic poll-books must include the ability to scan a driver's license to access the voter registration record as required by Indiana Code Section 3-11-8-10.3.
4. Electronic poll-books must be used with a signature pad, tablet or other signature capturing device as required by Indiana Code Section 3-11-8-10.3.
5. All electronic poll-books, software, and all related system components must be certified for sale and use in the State of Indiana, and must meet the requirements of all State laws and regulations, including the requirements under IC 3-11-8-10.3 and the requirements of federal laws and regulations including, but not limited to, the Help

America Vote Act of 2002 and VSTOP. Proof of certification or application for certification by the State of Indiana must be provided.

6. Respondents shall unconditionally warrant and guarantee that the electronic poll-books will comply with the requirements and standards established by state and federal law for a period of seven (7) years, and that upon failure to so comply, the respondent shall provide the necessary upgrades, improvements, or replacements of the electronic poll-books so as to bring them into compliance with the requirements and standards of state and federal law.

7. Respondents shall be able to represent and demonstrate that the respondent can work collaboratively with the County's election consultant, RBM Consultants.

8. Electronic poll-books shall satisfy all the internet needs of the County.

TRAINING AND SUPPORT

The successful respondent shall be responsible for:

1. Loading software to the electronic poll-books and overseeing the installation of the electronic poll-books including all associated hardware and software.
2. Training the County Clerk's designated employees, voter registration officials, and poll workers in the electronic poll-books' use, data retrieval, generation of reports, routing file and system maintenance, trouble shooting, and opening and closing polls.
3. Providing initial on-site training and technical support for election workers for the primary and general elections in the year 2016 and including, at a minimum, election day telephonic technical support to the St. Joseph County Election Board.
4. Providing technical support during testing for the primary and general elections in the year 2016 and during public meetings in the year 2016, if requested by the Election Board.

RESPONDENTS

1. Respondents shall describe all support services available
2. Respondents shall include financing options available including, but not limited to, straight purchase, lease, and rental. The leases should also provide that if the respondent has a new electronic poll-book system and software certified during the lease, the St. Joseph County Election Board will have the option to upgrade to the new certified system and software.
3. Respondents shall describe any financing plans available for purchase, including lease purchase, as well as finance charges and rates applicable for the different plans.

4. Respondents shall provide detailed information on maintenance and licensing contracts necessary to maintain all equipment and software, including annual maintenance costs projected for the next seven (7) years.
5. Respondents shall provide detailed information on the costs of programming the electronic poll-books and all associated hardware and software per year for the next seven (7) years.
6. Respondents shall also provide a separate all inclusive cost for operating the electronic poll-books and all associated hardware and software for the primary and general elections in 2016 for St. Joseph County with respect to all electronic poll-books, associated computer hardware and software, programming, recording, testing, training, processing, and report costs. St. Joseph County would provide the election workers. Such proposal would be available for acceptance by St. Joseph County without further obligation on the part of St. Joseph County beyond the 2016 Elections.

OTHER REQUIREMENTS

1. The respondents shall provide optional information and costs for additional electronic poll-books to be used at remote sites.

Electronic Poll-Books

1. Proposals shall include a minimum of two hundred (200) electronic poll-books and all related computer hardware and computer software.
2. Proposals shall include maintenance and licensing contract costs per year for a period of seven (7) years.
3. Proposals shall include all related programming costs per year for a period of seven (7) years.
4. Proposals shall include on-site support services costs per year for a period of seven (7) years.
5. Proposals shall include a detailed list of supplies and costs per election associated with the operation of the electronic poll-books.

EEO, Civil Rights and E-Verify

EQUAL EMPLOYMENT OPPORTUNITY

In connection with any execution of a contract, the Respondent shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or

national origin. The Respondent shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard for their race, religion, color, sex, or national origin or any other protected class. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay, or other forms of compensation; and selection for training including apprenticeship.

Title VI, Civil Rights Act of 1964, and Americans with Disabilities Act Compliance

During the performance of this contract, the Respondent, for itself, its assignees and successors in interest agrees as follows:

Compliance with Regulations: The Respondent shall comply with the regulations relative to non-discrimination in federal and state programs, which are incorporated by reference and made a part of this RFP and any contract.

Non-Discrimination: The Respondent, with regard to work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, disability, national origin, or any other protected class in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Respondent shall not participate either directly or indirectly in the discrimination prohibited by any Federal, State or Local law.

Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Respondent for the work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Respondent of the Respondent's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, disability, national origin or any other protected class.

Information and Reports: The Respondent shall provide all information and reports required by any Federal, State or local directives issued pursuant thereto, and shall permit access to its books, records, accounts, and other sources of information and its facilities as may be determined by the County to be pertinent to ascertain compliance with any Federal, State or Local law.

Sanctions for Non-Compliance: In the event of the Respondent's non-compliance with the non-discrimination provisions of this RFP or contract, the County shall impose appropriate sanctions, including, but not limited to:

- (a) Withholding of payments to the Respondent under the contract until the Respondent complies, and/or,
- (b) Cancellation, termination, or suspension of the contract, in whole or in part at the sole discretion of the County.

E-Verify Certification: The Respondent, and all subcontractors acting on behalf of the Respondent, shall submit E-Verify Certifications to the County as part of any contract.

Dated this 19th day of January, 2016.

St. Joseph County Election Board

/s/ Terri J. Rethlake

Terri J. Rethlake, Clerk