



GUADALUPE COUNTY ELECTIONS OFFICE

Lisa Adam, Elections Administrator

215 S. Milam, Seguin, Texas 78155

Telephone: 830-303-6363

DATE: November 13, 2018

TO: All Proposers

FROM: Lisa Adam, Elections Administrator

SUBJECT: Electronic Voting System

Guadalupe County (herein after referred to as "County" or "Guadalupe County") seeks Proposals in response to this Request for Proposal (RFP) for a certified, both federal and state, Electronic Voting System.

You are invited to submit Proposals for "Request for Proposal (RFP) 18-3659, Electronic Voting System". Enclosed for your consideration is the RFP with all attachments. To be considered for this engagement, your firm must meet the qualifications and satisfy the requirements set forth in the RFP.

Completed Proposals must be submitted with an original and five (5) copies to the address listed below **by 2:00 p.m. on Thursday, December 13, 2018.**

Mailing Address:

Guadalupe County Judge
101 E. Court, Room 319
Seguin, Texas 78155

Proposal must be marked with the following:

RFP 18-3659, Electronic Voting System

Submittal Deadline: Thursday, December 13, 2018, 2:00 pm (Central Standard Time)

All questions and correspondence should be directed to Lisa Adam, Elections Administrator, in writing at 215 S. Milam Street, Seguin, Texas 78155 or by email at lisa.adam@co.guadalupe.tx.us.

Respondents shall restrict all contact with the County and direct all questions regarding this RFP, to the County's Representative specified above. Do not contact members of the Commissioners Court, Elected Officials, Department Heads, or other employees of Guadalupe County regarding this RFQ. Contact with any of these prohibited individuals regarding this RFP, after issuance of the RFP and before selection is made, will result in disqualification.

GUADALUPE COUNTY
REQUEST FOR PROPOSALS
FOR
ELECTRONIC VOTING SYSTEM

Disclosure Requirements

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with Guadalupe County, including affiliations and business and financial relationships such persons may have with Guadalupe County officers. An explanation of the requirements of Chapter 176 is located at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. A list of County officials is located at www.co.guadalupe.tx.us. The disclosure form is included in this packet. Please complete with your response.

By doing business or seeking to do business with Guadalupe County, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and that you are solely responsible for complying with them.

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1. INTRODUCTION

1.1 General Information

Guadalupe County is a political subdivision of the State of Texas. The governing body of the County is the elected five-member Commissioners Court in accordance with the Texas Constitution, Article 5, §18(b). The Commissioners Court consists of, the County Judge, who is elected at large to a four-year term, and four County Commissioners, each elected to represent a precinct within the County for a four-year term. In all Texas counties, the County Judge presides over Commissioners Court meetings.

Guadalupe County, which serves an area of 715 square miles, is located approximately one hundred miles inland from the Gulf of Mexico in south central Texas and is bounded by Comal, Hays, Caldwell, Gonzales, Wilson, and Bexar Counties. The population of the County has steadily grown from 64,873 in 1990 to 131,533 in 2010, with the U.S. Census Bureau estimating the County's current population at 155,265.

1.2 Background and Objectives

1.2.1 Guadalupe County currently has over 100,000 registered voters and 72 precincts. The County typically operates an average of seven (7) Early Voting locations and currently has thirty-four (34) Election Day Vote Center locations for County elections. The County participates in the County-wide Polling Place Program (Vote Centers).

1.2.2 The County contracts with local political subdivisions and holds multiple elections each year. Voting options may vary for each contracting entity, and can include the voter being able to cast votes for one candidate or response, cumulative voting in which voters may vote up to four times for one candidate, and voting for four candidates in the same race, frequently all on one ballot.

The County's November Elections can have up to 20 local entities that contract with the County on one election date, and these joint elections can result in hundreds of ballot styles due to split precincts.

1.2.3 The County presently uses Direct Recording Electronic (DRE) Voting Equipment manufactured by Diebold. The County is exclusively DRE except for the use of optical scanners for processing mail ballots. The Diebold EMS series of election management system software is used for ballot programming, printing, vote tabulation and reporting. The aforementioned are aging and the County is interested in purchasing a new electronic voting system that is secure, reliable, easy for poll workers to operate from opening of a poll to closing of a poll, as well as intuitive for voters to operate.

1.2.4 The County presently uses two servers in a primary/backup redundant arrangement for hosting the election management software and the historical archive of election information. These servers are outdated and the County is interested in purchasing new computers with redundancy for hosting the election management software and historical archive of election information.

1.2.5 The County has an existing electronic poll book system VoteSafe, manufactured by Votec, having software version **SingleJAR.9743**, to allow for the automatic selection of the voter's correct ballot style by the electronic poll book software upon check-in for voting. This electronic poll book system configuration shall remain in place.

1.2.6 The County presently self-performs ballot programming, printing, logic and accuracy testing, tabulation and reporting in-house and requires the Election Office Staff to be trained to perform these functions with little or no assistance from the Vendor.

1.3 Proposal Information

- 1.3.1 Inquiries concerning this Request for Proposal (RFP) must be submitted no later than December 5, 2018 at 2:00 p.m. (Central Standard Time). All inquiries should be directed to the Elections Administrator at:

Guadalupe County Election Administrator
Attn: Lisa Adam
215 S. Milam
Seguin, Texas 78155
(830) 303-6363
lisa.adam@co.guadalupe.tx.us

Note: It is the responsibility of the person submitting the inquiry to verify that the County has received inquiry.

- 1.3.2 **Deadline for Proposals is Thursday, December 13, 2018, 2:00 p.m. (Central Standard Time)**
- 1.3.3 One Original and Five (5) Copies of the Proposal should be returned in a sealed envelope clearly bearing the name and address of the Proposer.
- 1.3.4 **Acceptance - All Proposals must include a statement that they are valid for a minimum period of ninety (90) days subsequent to the RFP closing date.**
- 1.3.5 **Late Proposals - will not be considered. Each Proposer shall be solely responsible for ensuring that the County receives the Proposal within the time limit indicated.**
- 1.3.6 **Non-appropriation** - The County may cancel the contract should the present or any future County Commissioners Courts not appropriate funds in any fiscal year for the payment of this agreement. No penalty shall attach in the event of any such non-appropriation. In the event of non-appropriation, the County shall give the successful Proposer written notice of cancellation and the County shall not be obligated to make any payments beyond the end of the fiscal year for which funds were appropriated (related to a subsequent fiscal year).
- 1.3.7 **Costs** – Costs related to preparation of a response shall be the responsibility of the Proposer. There is no expressed or implied obligation for Guadalupe County to reimburse Proposers for any expense incurred in preparing a Proposal in response to this RFP and Guadalupe County will not reimburse Proposers for these expenses.
- 1.3.8 **Ownership of Proposal** – Each Proposal shall become the property of Guadalupe County upon submittal and will not be returned to Proposers unless received after the submittal deadline.
- 1.3.9 **Right of Rejection** - Guadalupe County reserves the right to reject any or all Proposals submitted and to waive any informality in Proposals received.
- 1.3.10 **Clarification or Additional Information Requested** - During the evaluation process, Guadalupe County reserves the right, where it may serve Guadalupe County's best interest, to request additional information or clarifications from Proposers, or to allow corrections of errors or omissions. At the discretion of Guadalupe County, firms submitting Proposals may be requested to make oral presentations as part of the evaluation process.
- 1.3.11 **Right of Retention** - Guadalupe County reserves the right to retain all Proposals submitted and to use any ideas in a Proposal regardless of whether that Proposal is selected. Submission of a Proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the Proposal submitted and confirmed in the contract between

Guadalupe County and the firm selected.

- 1.3.12 **Award** - it is anticipated that Guadalupe County Commissioners Court will award the contract for an Electronic Voting System on or before January 22, 2019, or as soon thereafter as possible.

1.4 General Contract Terms and Conditions

- 1.4.1 **Contract** - This Proposal, submitted documents and any negotiations, when properly accepted by Guadalupe County, shall constitute a contract equally binding between the successful offeror and Guadalupe County. No different or additional terms will become a part of this contract with the exception of a Change Order.
- 1.4.2 **Conflict of Interest** - No public official shall have any interest in this contract, except as permitted by and subject to the disclosure requirements of Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitled C, Chapter 171.
- 1.4.3 **Complete the Conflict of Interest Questionnaire (Texas Ethics Commission Form CIQ)** - Complete this form and note if you have a conflict of interest with any County Official, Employee, or Department. The questionnaire should reflect the name of the individual with whom the conflict of interest occurs. If you have any questions regarding compliance with Chapter 176 of the Texas Local Government Code, please consult your legal representative. Compliance is the responsibility of each individual, business, agent or representative who is subject to the law's filing requirements.
- 1.4.4 **Equal Opportunity** – Neither party shall discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.
- 1.4.5 **Confidentiality** - All information disclosed by Guadalupe County to the successful offeror for the purpose of the work to be performed or information that comes to the attention of the successful offeror during the course of performing such work is to be kept strictly confidential.
- 1.4.6 **Proprietary Information and Texas Public Information Act** – All material submitted to the County as part of the RFP shall become public property and subject to the Texas Public Information Act upon receipt. If a Proposer does not desire proprietary information in the Proposal to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary.
- Note: Items marked "proprietary information" must meet the Texas Public Information Act requirements. Marking the entire submission, or large portions of the Proposal, "proprietary" will not meet the spirit, or the letter of the law, and will not be treated as proprietary information.*
- 1.4.7 **Addenda** - Any interpretations, corrections or changes to this RFP will be made by addenda. Addenda will be emailed to all who are known to have received a copy of this Request for Proposal. Offeror shall acknowledge receipt of all addenda with Proposal submission.
- 1.4.8 **Change Orders** - No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and approved by the Commissioners Court.
- 1.4.9 **Incorporation of Exhibits, Appendices and Attachments** – All of the exhibits, appendices and

attachments referred to herein are incorporated by reference as if set forth verbatim herein.

1.4.10 **Assignment** - The successful offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of Guadalupe County Commissioners.

1.4.11 **Venue** - This agreement will be governed and construed according to the laws of State of Texas. This agreement is performable in Guadalupe County, Texas.

1.4.12 **Compliance with Laws** – Guadalupe County and successful Proposer shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any ensuing Agreement, including, without limitation, Workers’ Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the successful Proposer shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above as specified.

1.4.13 **IRS Form W-9 Request for Tax Payer Identification Number and Certification:**

The IRS W-9 Form must be completed, signed and returned with the Proposal response. More information on this form can be found at the Internal Revenue Service (IRS) website at <https://www.irs.gov/forms-pubs/about-form-w9>.

1.4.14 **Certificate of Interested Parties (Form 1295):**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity or state agency.

The Texas Ethics Commission adopted rules and requires online filing of Form 1295 through their Website. The completed form, which will include a unique certification number, must be returned to Auditor’s Office, 307 W. Court, Suite 205, Seguin, Texas, prior to the start of the contract.

Information regarding how to complete the online form is available at:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

1.4.15 **Texas House Bill 89 – Prohibition On Investment In Companies That Boycott Israel:**

During the 85th Texas Legislative Session, a new state law went into effect with the passing of House Bill 89. Texas Government Code, Chapter 2270.002 states a government may not enter into a contract with a Company for goods or services unless the contract contains written verification from the Company that it 1) does not boycott Israel and 2) will not boycott Israel during the term of the contract. Proposer must complete the form certifying that they are in compliance with these requirements.

Prohibition on contracts with companies boycotting Israel per Texas Government Code, Chapter 2270.001, Definitions:

1. “Boycott Israel” has the meaning assigned by Section 808.001.
2. “Company” has the meaning assigned by Section 808.001.
3. “Government entity” has the meaning assigned by Texas Government Code, Section

1.4.16 Texas Senate Bill 252 – Prohibition On Contracting With A Company Doing Business With Iran, Sudan, Or A Foreign Terrorist Organization:

During the 85th Texas Legislative Session, a new state law went into effect with the passing of Senate Bill 252. Texas Government Code, Chapter 2252.152, states a government may not enter into a contract with companies engaged in active business operations with Sudan, Iran, a foreign terrorist organization or a Company that is identified on a list prepared and maintained under Texas Government Code Section 806.051, 807.051, or 2252.153. Proposer must complete the form certifying that they are in compliance with these requirements.

Prohibition on contracts with certain companies per Texas Government Code 2252.151
Definitions:

1. "Company" has the meaning assigned by Section 806.001.
2. "Foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.
3. "Government contract" means a contract awarded by a government entity for general construction, an improvement, a service, or a public works project for purchase of supplies, materials, or equipment. The term includes a contract to obtain a professional or consulting service subject to Texas Government Code Chapter 2254.
4. "Government entity" has the meaning assigned by Texas Government Code, Section 2252.001.

1.4.17 Section 2252.152 – Contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization prohibited. A government may not enter into a governmental contract with a Company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.

1.4.18 Section 2252.153 – Listed Companies. The Texas Comptroller of Public Accounts shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

1.4.19 Standard Insurance Policies Required:

All insurance requirements, including public liability and workers' compensation, as outlined in Texas State Statutes shall be met prior to any delivery and shall remain in effect during the life of the contract.

Standard Insurance Policies Required:

- Professional liability insurance policy
- Commercial general liability insurance - \$500,000 combined single limit per occurrence for bodily injury, personal injury, and property damage;
- Automobile liability - \$500,000 combined single limit per accident for bodily injury and property damage;
- Workers compensation insurance policy

General Requirements applicable to all policies:

- Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per

- occurrence basis for property damage only.
- "Claims Made" policies will not be accepted.
- Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Guadalupe County.
- All insurance policies shall be furnished to Guadalupe County upon request.

The County requires that the Proposer awarded the contract maintain in force such insurance that will protect themselves and the County from claims which may arise out of, or result from the execution of, the work whether such execution be by themselves, their employees, subcontractors, or by anyone for whose acts may be liable.

1.4.20 Indemnification - Successful offeror shall defend, indemnify and hold harmless Guadalupe County and all its officers, agents and employees from all suits, actions or other claims of any character, name and description brought for or on account of any injuries or damages (including but not restricted to death) received or sustained by any person, persons, or property on account of, arising out of, or in connection with the performance of the work or any negligent act or omission or fault of the successful offeror, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from Proposal award. Successful offeror shall pay any judgment with cost which may be obtained against Guadalupe County growing out of such injury or damages.

1.4.21 Termination of Contract - This contract shall remain in effect until contract expires, completion and acceptance of services or default. Guadalupe County reserves the right to terminate the contract immediately in the event the successful offeror fails to:

Meet delivery or completion schedules, or
Otherwise perform in accordance with the accepted Proposal.

Breach of contract or default authorizes the County to award to another offeror, purchase elsewhere and charge the full increase cost to the defaulting offeror.

1.4.22 Either party may terminate this contract with thirty (30) days written notice prior to either party stating cancellation. The successful offeror must state therein the reasons for such cancellation. Prior written notice must be delivered in person or sent by registered or certified mail, return receipt requested, proper postage paid, and properly addressed to the other party at the address on the affidavit for the contractor or to the Guadalupe County Judge, 101 E. Court, Room 319, Seguin, Texas 78155.

1.4.23 Performance of Contract - Guadalupe County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of resulting contract award.

1.4.24 Invoices - The invoices shall show:

- Firm name and address
- Detailed breakdown of all charges for the services delivered, stating the applicable period of time

Payment must be submitted in accordance with the contracted payment schedule as specified in 5.2.7.

- 1.4.25 **Payment** - Payment will be made within thirty (30) days after satisfactory acceptance by the County of all completed services and receipt of a valid invoice, in accordance with the Texas Government Code, Chapter 2251.

2. NATURE OF SERVICES REQUIRED

2.1 Scope of Work

Guadalupe County, Texas, hereinafter referred to as the "County", is seeking to purchase a new electronic voting system including Direct Recording Electronic (DRE) Voting Equipment, paper ballot scanner, ballot printer and election management software for ballot programming, ballot printing, vote tabulation and reporting. All equipment shall be provided complete with all the necessary software for proper operation; additionally:

- 2.1.1** This document is intended to be comprehensive, but does not relieve the Vendor of its responsibilities for all implementation and support task(s) critical to the successful design, deployment and operation of the voting system solution, whether included in this document or not.
- 2.1.2** Major deliverables listed under each section should not be construed by the Vendor to be an exhaustive list, but instead presents a representative listing of key deliverables that the County expects to be provided for each task. A final comprehensive list of deliverables will be defined in the contract between the County and the selected Vendor.
- 2.1.3** The proposed voting system shall be able to accommodate the complexities of conducting joint elections, with hundreds of ballot styles, multiple voting methods, political subdivisions, etc., as described under subsection 1.2.2, of the RFP.
- 2.1.4** Proposed electronic voting system shall be certified by the U.S. Election Assistance Commission (EAC) and the State of Texas at the time of the award of this RFP, as well as being approved for use in counties that participate in the County-wide Polling Place Program (Vote Centers).
- 2.1.5** The proposed election management software shall have the functionality required to store information on a primary/backup redundant computer configuration.
- 2.1.6** The proposed voting system shall have the functionality required to interface with the County's existing electronic poll book system to allow for the automatic selection of the voter's correct ballot style by the electronic poll book software upon voter check-in.
- 2.1.7** The proposed system shall incorporate paper based mail ballot voting (including late ballots), Early Voting in Person, and Election Day Voting. System shall also accommodate changes that occur with overseas and military ballots, Limited and Provisional Voting. The proposed system shall include functionality to tabulate the aforementioned ballots using a digital paper ballot scanner.
- 2.1.8** The system shall be compliant with all requirements for ADA voting to meet the needs of disabled voters with sight, hearing, mobility and/or other challenges.
- 2.1.9** A hands-on, in-depth demonstration of proposed equipment will be required. Additionally, technical training in the programming, system administration, and configuration of the entire voting system shall be provided. Proposers should clearly indicate on their pricing submission what equipment and services are being offered and the pricing details for each.

- 2.1.10** It is preferred that the awarded Proposer provide all the components; including hardware, applications software, application set up, and training of all County personnel. If the proposed Proposal uses prepackaged software or Software-as-a-Service (SaaS), the Proposal should also include ongoing support.
- 2.1.11** The subsequent document entitled “Appendix B – Scope of Work - Voting System Functional Requirements Matrix [Spreadsheet]” is hereto made part of this section and is an assessment of the functional requirements for the voting system, which must be completed by the Proposer. The Voting System Functional Requirements Matrix is not inclusive but instead presents a representative listing of key deliverables that the County expects to be provided.
- 2.1.12** The subsequent document entitled “Appendix C – Supplemental Computer Equipment Matrix” is hereto made part of this section and includes a listing of the minimum requirements for supplemental computer equipment. The Supplemental Computer Equipment Matrix is not inclusive but instead presents a representative listing of key deliverables that the County expects to be provided.
- 2.1.13** The proposed system shall be programmable by County staff for both paper ballots and electronic voting without requiring assistance from the Vendor.
- 2.1.14** Software shall use Microsoft Windows supported peripheral devices without the need for a Vendor-maintained driver.
- 2.1.15** The Proposal shall provide disaster recovery planning and options.
- 2.1.16** The Proposal shall be compatible with clients running Windows 7 or later.
- 2.1.17** The Proposal shall allow the user to export any report generated from the system into popular file formats, including PDF and Microsoft Excel.

2.2 Essential Items

The following essential items at a minimum shall be provided:

2.2.1 DRE Voting Equipment:

- A. Must be ADA compliant for voting and easy for the disabled voter to use and understand
- B. Include booths or stands for use
- C. Include all periphery hardware and software to be used in conjunction with equipment
- D. Easily adaptable for curbside voting
- E. Include cases for transporting equipment safely over a period of years
- F. Capable of being easily set up by an elderly worker
- G. Small enough to be able to transport and stored easily at polling locations
- H. Include on-going maintenance and support needed for subsequent years of service
- I. Include the following features at minimum:
 - a. Programmable by Election staff for coding, audio, and other election functions
 - b. Intuitive to easy use by poll workers and voters
 - c. Capable of producing a ballot log for auditing votes
 - d. Capable of voting a “Provisional” ballot
 - e. Electronic ballot must be easily read

2.2.2 Paper Ballot Scanner:

- A. Capable of being programmed by the County's Election Staff
- B. Include all periphery hardware and software to be used in conjunction with election management software
- C. Appropriate in size and scope to tabulate up to 5000 ballots in a reasonable time
- D. Include maintenance, support and updates needed for subsequent years of service
- E. Include these basic features:
 - a. Ability to sort over-voted ballots, blank ballots and write-in candidates
 - b. Intuitive to use by Election staff
 - c. Produces a ballot log
 - d. Capable of running a variety of reports
 - e. Include ballot log and report printer, as required

2.2.3 Election Management System:

- A. Includes all hardware and software needed to facilitate and manage the entire election process from creating an election to reporting results. At minimum, include: means for the County to self-perform setup and programming for electronic and paper ballots, onsite printing of paper ballots, recording/importing audio, logic and accuracy testing, tabulation for Early Voting in Person, Absentee Voting – including late ballots after Election Day and Provisional votes, and reporting (both Administrative reports and Election results)
- B. Auditing features as required
- C. Include maintenance, support and updates needed for subsequent years of service

2.2.4 Additional functional requirements as described in Appendix B "Scope of Work – Voting System Functional Requirements Matrix [Spreadsheet]". The Vendor response area on the Voting System Functional Requirements Matrix allows each Vendor to select one of four responses for each item. **Vendor shall complete every line in the Voting System Functional Requirements Matrix.** Blank lines shall be considered as an exception without an explanation. Vendors may provide comments in the functional requirements matrix "Comments" column, to include clarification and/or references to attachments supporting requirements responses. The system components proposed to meet the requirements should be evident through the responses provided in the functional requirements matrix and the costs provided in the pricing workbook. A comments area is provided for Vendors to clarify if additional components, modules, or third party applications are required. Vendors shall be able to validate requirements through demonstrations.

2.2.5 Additional hardware:

- A. Supplemental server computers, workstation computers, and other equipment as described Appendix C "Supplemental Computer Equipment Matix."

2.3 Documentation

2.3.1 Vendor documentation shall include:

- A. Product data sheets for hardware provided
- B. Operation and maintenance manuals for all equipment and devices provided
- C. Election staff training manuals
- D. Administrative manuals for the election management software
- E. User manuals for the election management software

2.3.2 All documentation provided shall be provided electronically to the County in PDF formatted files having legible content. Vendor shall organize and logically combine documentation into navigable PDF files with sections segregated with divider sheets. Each PDF file shall be provided with a

navigable table of contents. Vendor shall submit a documentation organization plan to the County for approval prior to combining the documentation.

2.4 Required Services

The services required to be provided by the Vendor include, but are not limited to:

- 2.4.1** Installation and configuration of the system.
- 2.4.2** Programming of system demonstration test election.
- 2.4.3** Programming assistance with one (1) County election.
- 2.4.4** Integrations with existing ancillary systems.
- 2.4.5** System testing.
 - A. Logic and Accuracy testing support.
 - B. Functional training, to include materials and user job aides.
 - C. Ongoing maintenance and support.
 - D. Election Day support, to include on-site support the day before, the day of, and the day after an Election.
 - E. Additional implementation services as described hereinafter.

3. IMPLEMENTATION SERVICES

3.1 General:

- 3.1.1** The selected Vendor will be responsible for the delivery, installation and testing of all software, hardware, and other components required to support the adoption and use of the Electronic Voting System.
- 3.1.2** The County desires that Vendors propose a project work plan that does not exceed a timeline of three (3) months from contract execution through acceptance.
- 3.1.3** The Vendor shall propose a Project Plan to deliver, install and test, customize (if needed) and make operational its proposed Electronic Voting System for a complete and functional Electronic Voting System. A plan should also be provided for the protection of any customization through periodic updates, upgrades, and maintenance processes.
- 3.1.4** The Vendor shall provide a complete list of all computer hardware and proposed system architecture that is required to operate and fully optimize its Proposal. The Vendor shall cross-reference this list with the hardware described in Appendix C and notify the County of required improvements and/or additions to the hardware described for a complete and functional Electronic Voting System.
- 3.1.5** The Vendor shall provide a complete list of all third-party software, including any embedded software. This list shall include all third-party software that is required to operate its proposed Proposal as well as who is responsible for installation and configuration.
- 3.1.6** The Vendor shall include information on the process for periodic software updates and/or upgrades to the proposed software as well as a maintenance plan and pricing per year for ten (10)

years beyond the stated warranty period. The Vendor should also propose the per year costs of continued maintenance.

3.2 Project Management Services:

- 3.2.1** The selected Vendor's project manager will have responsibility for the day-to-day management of the provider's project team in coordination with the County's designated representative.
- 3.2.2** The Vendor shall develop a detailed work breakdown structure (WBS), as well as an implementation plan and schedule, outlining the key phases, tasks, activities, dependencies, budgeted hours, assigned resources and deliverables for the project. The project schedule shall take into consideration County resource availability and identify any County resources that will be required. The schedule shall also clearly define the estimated resource hours associated with each element of the WBS.
- 3.2.3** The Vendor's Project Manager shall maintain and update the project schedule and other project plan documents throughout the lifecycle of the project and provide the County with updated versions of the plan and schedule at the County's request (at minimum, as changes to the plan and/or schedule are encountered). During the course of the project, the Vendor shall participate in status meetings and provide written status reports to the County on a schedule agreed to with the County project manager.
- 3.2.4** The Vendor shall maintain and update a Vendor organizational chart showing the personnel who will be assigned to this project, their titles/roles, and illustrate the lines of authority. Vendor shall submit requested changes to the content of the organization chart along with justification and resumes to the County for review and approval prior to making any change to the organization chart for this project. Personnel changes made without County approval are subject for contract termination. Approval of changes in the Vendor's project team members shall not be unreasonably withheld by the County.

3.3 Site Installation

- 3.3.1** Upon system delivery to the County's designated site, Vendor shall provide a non-sales type experienced technical personnel to open, un-pack, observe for damage, set in place, and install all delivered equipment at the County's designated location in Seguin, Texas. The personnel performing the site installation shall be an employee of the Vendor.
- 3.3.2** The County shall observe the equipment as un-packed by the Vendor. Vendor shall replace/repair equipment discovered damaged to the satisfaction of the County at no additional cost to the County.
- 3.3.3** The Vendor shall coordinate delivery and installation with the County no less than one (1) week in advance. The installation activity shall only occur in the presence of the County during the County's normal working hours.
- 3.3.4** Upon installation, the Vendor shall energize the system and correct any observed anomalies. Notify the County's representative once the system is ready for the County to commence testing.

3.4 Training

- 3.4.1** The Vendor shall provide a plan for training on the proposed hardware and software system using experienced non-sales type training personnel who can lead the end-user and technical training.

The County prefers “train the trainer” type training. The personnel performing the training shall be an employee of the voting system manufacturer.

- 3.4.2** All training shall be performed at the County's designated facility in Seguin, Texas. Include all costs associated training materials, travel, meals, expenses, etc. Provide the training in coordination with the County's schedule. The County reserves the right to record video and audio of the training sessions. The Vendor shall provide training materials electronically in PDF formatted files to the County.
- 3.4.3** Training shall be provided for the County personnel to have hands on knowledge to program, troubleshoot, configure, maintain, and perform system administration activities for the installed voting system. Additionally, the training shall be provided for the personnel to program the voting equipment to use both paper ballots and electronic voting.
- 3.4.4** Provide a minimum of one (1) week, 40 cumulative normal working hours for training in programming, configuration and administration of the voting system. Provide a minimum of one (1) day, 8 normal working hours for equipment operations training. Provide a minimum of one (1) day, 8 normal working hours for Poll Worker Train-the-Trainer type training.

3.5 Factory Acceptance Test

- 3.5.1** Prior to shipment of the system to the County, the Vendor shall install and configure all firmware and software on all voting system equipment, server computers, workstation computers, election management software, all interconnect wiring, and perform a Factory Acceptance Test of the voting system as described hereinafter.
- 3.5.2** The Vendor shall plan, design, and implement a test environment that replicates the County's election environment and the Vendor shall load the test environment with sufficient data to replicate the County's election environment.
- 3.5.3** The Vendor shall develop detailed test cases and the system tests must demonstrate the successful operation of the system, ensuring that the proposed voting system solution conforms to all applicable business and legal requirements and is functioning and processing data correctly. The Vendor shall make corrections as required and re-test at no additional cost to the County until the tests demonstrate the successful operation of the system.
- 3.5.4** The Vendor shall submit a letter of notification to the County stating that the factory test was successfully completed. The letter notification shall further state that the Vendor is ready to begin the System Acceptance Test. The Vendor shall not ship the equipment until County reviews the Vendor's written notification of successful factory test and responds to the Vendor stating the Vendor may proceed with system shipment.

3.6 System Acceptance Test

- 3.6.1** A successfully completed Factory Acceptance Test is a prerequisite to performing the System Acceptance Test.
- 3.6.2** The Vendor shall provide experienced non-sales type personnel to participate on-site in the System Acceptance Test of the entire installed voting system. The Vendor personnel participating in the testing shall be an employee of the Vendor.

- 3.6.3** The System Acceptance Test shall be conducted at the County's designated facility in Seguin, Texas. Include all associated travel, meals, expenses, etc. Participate in the testing in coordination with the County's schedule. For budgetary purposes, assume that the System Acceptance Test will have a cumulative duration of ten (10) working days.
- 3.6.4** The System Acceptance Test shall be conducted and led by the County with assistance provided by the Vendor. The County shall develop the detailed test cases and expected test results for each test case. The County shall program the voting system equipment with assistance from the Vendor.
- 3.6.5** The System Acceptance Test shall demonstrate the successful operation of the system, ensuring that the proposed voting system solution performs as required by statute. Additionally, the following shall also be tested by the County:
 - A. Accuracy of voting tabulation
 - B. Performance of system interfaces
 - C. Interface of the proposed voting system with the County's existing poll book software
 - D. Completeness of training material
 - E. Response time and overall system performance
 - F. System and data security
 - G. Data archival
 - H. System hardware, software, and networking performance
- 3.6.6** The Vendor shall coordinate with and participate in diagnostic tests with County personnel as requested to determine likely causes leading to unacceptable testing results. The Vendor shall make corrections as required and participate in re-testing until the tests demonstrate the successful operation of the system to the satisfaction of the County at no additional charge to the County.

3.7 Warranty

- 3.7.1** The Vendor shall include a minimum one-year warranty for all voting system hardware, software, and firmware. The warranty will include, during the one-year term, all software and firmware updates, as well as hardware repair or replacements in order to repair defects in the system.

4. TIME REQUIREMENTS

4.1 Proposal Calendar

The following anticipated dates are for planning purposes only. These dates are subject to change and are provided as a reference, so that Proposers are aware of the scheduling constraints associated with this Proposal.

Request for Proposal issued	November 13, 2018
Due date for inquiries	December 5, 2018, 2:00 p.m. (Central Standard Time)
Due date for Proposals	December 13, 2018, 2:00 p.m. (Central Standard Time)
Presentations/Interviews	January 7-8, 2019
Commissioners Court selection Proposal	January 22, 2019
Selected firm notified	January 22, 2019

5. PROPOSAL REQUIREMENTS

5.1 General Requirements

5.1.1 Submission of Proposals

The following material is required to be received by 2:00 p.m. (Central Standard Time) on Thursday, December 13, 2018, for a proposing firm to be considered:

A. Submittal:

Submittal shall take the form of a bound Proposal with a table of contents, all pages numbered, typewritten with no less than 11-point size font, and selection and subsections identified appropriately. Proposals should be limited to 100 pages with the exception of required appendices.

The Proposal must be divided into clearly identifiable and tabbed sections. For proper comparison and evaluation, the County requests that the Proposal follow the format outlined in the following sections.

B. A Master set (so marked) of Proposal and five (5) copies to include the following:

- 1) TITLE PAGE - Title page showing the request for Proposals subject, the firm's name and the date of the Proposal.
- 2) TABLE OF CONTENTS – Table should include an index of the Proposal contents and attachments with page numbers.
- 3) TRANSMITTAL LETTER - A signed letter of transmittal should contain the responding firm's name, office address and contact persons authorized to answer technical, price, and/or contract related questions.
- 4) EXECUTIVE SUMMARY – A summary, which shall highlight the key strengths of the Proposal and identify the points that make your firm uniquely qualified for this engagement and provides a summation of the Proposal.
- 5) DETAILED PROPOSAL - The detailed Proposal should follow the order set forth in Section 5.2 of this RFP.
- 6) Executed copies of the Appendices A-K attached to this RFP.

C. Cost tables are provided for hardware, software, and Implementation Services. The County requests a complete picture of expected costs for the implementation of the proposed solution.

1. Major deliverables for this section include the following:

- a. Completed Cost Table, **Appendix D [Spreadsheet]**
- b. Completed Scope of Work, **Appendix B [Spreadsheet]**

D. The Proposer shall send the completed Proposal to the following address:

Mailing Address: Guadalupe County Judge
101 E. Court, Room 319
Seguin, Texas 78155

Marked on outside left corner:

5.2 Detailed Proposal

5.2.1 Introduction

- A. A brief history and description of the firm including ownership/organizational structure and number of employees.
- B. Narrative of the firm's experience in electronic voting systems similar to those described in the scope of work.
- C. Describe any other facets of your organization and your firm's experience that are relevant to this Proposal that have not been previously described or which you feel would distinguish your firm from other firms submitting Proposals.

5.2.2 Personnel

Identify members of your staff that will be assigned to this contract. Include a resume for each such professional staff member that details qualifications, years and types of experience, education, accomplishments, etc. *Limit to one (1) page per staff member.*

5.2.3 Respondent Questionnaire [Appendix A.]

Please complete Respondent Questionnaire [Appendix A.]

5.2.4 Scope of Work – Voting System Functional Requirements Matrix [Spreadsheet] [Appendix B.]

Please complete the Scope of Work – Voting System Functional Requirements using the spreadsheet provided (Appendix B). If the Proposer is not able to utilize the spreadsheet, contact the Elections Administrator, at least three (3) days prior to the Proposal opening.

Incomplete Scope of Work – Voting System Functional Requirements Matrix [Spreadsheet] may result in disqualification.

5.2.5 References

Please provide a minimum of three (3) references of public sector or similar clients that are of comparable size and scope to the County. For each of these include: name, address, and phone number for a contact person familiar with the services you provide or have provided. State the length of time the reference has been associated with your organization and the type, model and version of election equipment used.

5.2.6 Cost Table [Appendix D]

Vendor shall complete every line in the Cost Table (Appendix D) using the spreadsheet provided. If the Proposer is not able to utilize the spreadsheet, contact the Elections Administrator, at least three (3) days prior to the Proposal opening.

Incomplete Cost Table may result in disqualification.

Cost submission shall be all inclusive for the turn key implementation of the Electronic Voting System. Proposal shall include a detailed and complete equipment cost, implementation and training costs and schedule, and annual maintenance.

5.2.7 Payment Schedule

Vendor shall provide a detailed proposed payment schedule based on specific and measurable deliverables. If the Proposer requires any down payment, this must be included in the submission.

6. EVALUATION PROCESS

6.1 Evaluation Standards

The County will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. Each Proposal will be analyzed to determine the overall responsiveness and qualification under the RFP.

6.2 Additional Information

The County reserves the right to request additional information or clarifications from Respondents or to allow corrections of errors or omissions.

6.3 Best Interest of the County

The award of the contract shall be made to the provider whose Proposal is determined to be in the best interest of Guadalupe County, having the best value for the County. The County shall determine the best value as being the best offer resulting from negotiations, taking into consideration the relative importance of price and other factors set forth in the RFP in accordance with the Texas Local Government Code, Chapter 262.

6.4 Evaluation Criteria

EVALUATION FACTOR	POINTS
Product Functionality	120
Price	60
Vendor Proposal	20
Total Number of Evaluation Points	200

7. EVALUATION AND SELECTION

7.1 Preliminary Evaluation and Selection

After the evaluation, the County may select a short list of Proposers for equipment demonstration and oral interviews to be arranged at a mutually convenient time January 7-8, 2019 at the County Courthouse, located at 101 E. Court, Seguin, Texas. Demonstrations/Interviews will be limited to a total of (4) four hours.

The County will not be liable for any costs incurred by the Proposer in connection with presentations (i.e., travel accommodations, etc.).

7.2 Negotiations

Proposals may be further evaluated or negotiated. Negotiations may cover costs, methods, services, maintenance, warranty, and all other relevant factors. The County reserves the right to request best and final offers.

7.3 Final Selection

Proposals are subject to re-evaluation and scoring as a result of best and final offers. It is anticipated that a firm will be selected by January 22, 2019.

Upon selection in accordance with Subchapter B, Chapter 123 of the Texas Election Code, the relevant portions of the contract will be forwarded to the Texas Secretary of State for approval. Once Secretary of State approval has been received by the County, it is expected that the contract will be executed with selected Vendor.

7.4 Right to Reject Proposals

Guadalupe County reserves the right without prejudice to reject any or all Proposals.

RESPONDENT QUESTIONNAIRE

Potential Respondents must provide the following information:

- 1) The County requires a DRE access key (i.e., voter card, PIN number, etc.) programmer that shall be able to receive notification of the voter's ballot style from the County's existing VoteSafe electronic poll book software package upon voter check in, automatically create and assign a unique access code for the voter's DRE access key, and subsequently automatically program the voter's DRE access key. Describe how the proposed voting system DRE access key programmer will interface with the County's existing VoteSafe electronic poll book software package to receive notification of the voter's ballot style and subsequently automatically assign and program the voter's DRE access key. Provide further elaboration as follows:
 - a. Describe the poll worker intervention required, if any, to facilitate data exchange between the VoteSafe electronic poll book software and the DRE access key programmer during the voter check in process.
 - b. Describe the physical electrical interface required to facilitate the communication between the VoteSafe electronic poll book software and the voter's DRE access key programmer.
 - c. Describe any concerns associated with connecting the DRE access key programmer to the County's existing VoteSafe software package.
 - d. Identify other counties that operate the proposed DRE access key programmer in conjunction with the VoteSafe electronic poll book software package. Submit the contact information for each county identified. The County may elect to contact each county provided.
- 2) Describe the voting system's security protocols that ensure the voter's DRE access key can be used by the voter for only one voter interaction session with the DRE.
- 3) Describe the audit process for ballots voted using the electronic voting equipment.
- 4) Submit the hardware diagnostic test procedures for the proposed voting system components. Procedures to include as a minimum:
 - a. Touchscreen calibration procedures
 - b. Battery condition evaluation
 - c. Test procedures associated with peripherals
- 5) Submit the logic and accuracy testing test procedures for the proposed voting system components. Procedures to include as a minimum:
 - a. Manual data entry based test procedures
 - b. Automatic software algorithm based test procedures and setup/configuration of same
- 6) Describe the entire process associated with processing Provisional ballots, encompassing the assignment of provisional ballots, voting on the DRE, arbitration, and tabulation within the Election Management System.
- 7) Describe the entire process associated with processing mail ballots, encompassing the printing of mail ballots, scanning of mail ballots, uploading the scanned ballot, arbitration, and tabulation within the Election Management System.
- 8) Describe how the DRE voting equipment complies with ADA requirements. Elaborate further as follows:
 - a. Are all DRE units as provided under this project ADA compliant? If not, how many are ADA compliant?
 - b. Identify and describe DRE accessories required to achieve an ADA compliant DRE.

- 9) Provide additional information regarding the integral backup battery system employed in the DRE, with minimum information as follows:
- a. Submit battery product data sheet(s). Data sheet(s) shall include: battery voltage, dimensional information, model number, manufacturer, etc.
 - b. Describe battery replacement procedure.
 - c. DRE run time duration at full load under battery power.
 - d. Describe procedure for recharging the DRE battery. Elaborate if battery can be recharged while still installed in the DRE or must battery be removed from DRE to facilitate recharging.
 - e. Submit product data sheets for battery charger if required to recharge battery.
- 10) The County currently uses Diebold "Gems" election management system. Elaborate the functionality, if any, of the proposed election management system that will allow the import of historical election information from the Gems system into the proposed election management system.

SCOPE OF WORK
VOTING SYSTEM FUNCTIONAL REQUIREMENTS MATRIX SPREADSHEET



Proposers shall complete the Scope of Work - Voting System Functional Requirements Matrix Spreadsheet, using the instructions below. Failure to follow these instructions, may result in reduced scoring during the evaluation of the submission.

If the Proposer is not able to utilize the spreadsheet, contact the Elections Administrator, at least three (3) days prior to the Proposal opening. Incomplete Scope of Work – Voting System Functional Requirements Matrix [Spreadsheet] may result in disqualification.

Instructions:

These instructions shall be followed when completing the attached spreadsheet worksheets.

1. Vendor shall complete and submit the Cover Sheet and the Voting System Functional Requirements Matrix as part of the RFP response.
2. Vendor shall complete every line in the Voting System Functional Requirements Matrix. Blank lines shall be considered as an exception without an explanation.
3. The Voting System Functional Requirements Matrix details the functional requirements of the voting system. Each Vendor is to complete this form as part of its Proposal. The Vendor is required to respond to EACH of the items on the matrix by marking a response in the Response Code field. Use the Response Codes as shown below to determine the appropriate response. While the requirements provided are not intended to be exhaustive, they do describe the minimum required features and functionality.
4. The Vendor may provide supplemental information that further explains or clarifies additional functional features of the proposed system as part of the RFP. Please use the "COMMENTS" field on the Voting System Functional Requirements Matrix to provide this information, or use additional sheets that are clearly linked back to the item as listed in the Response Tables. If additional sheets are provided, provide a summary of the information in the "Comments" field.
5. The "Cost Impact" and "Schedule Impact" fields apply when the Vendor takes exception to some or all requirements but is willing to provide them as a custom modification.

"Cost Impact" = Provide the cost to implement the custom modification to allow the County to evaluate if it is willing to accept the cost to have the custom modification provided.

"Schedule Impact" = Vendor is including what the custom modification will have and its impact on the project schedule by the stated number of weeks.

Form Data:

Response Codes:

COMPLY = Yes, the proposed voting Proposal meets this requirement.

P = No, the proposed voting Proposal does not meet this requirement but can be modified to do so at no additional cost.

N = No, the proposed voting Proposal does not meet this requirement but can be modified to do so at an additional cost (must be specified in Cost Summary Table)

DNC = Voting Proposal does not meet this requirement.

For your reference, below is a snapshot of the spreadsheet that must be completed. Completed spreadsheet must be submitted.

	A	B	C	D	E	F	G
1	APPENDIX B - SCOPE OF WORK						
2	Voting System Functional Requirements Matrix						
6	ID No.	Area	Requirement	Response	Comments	Cost Impact	Schedule Impact
7	APPA - 100	DRE Hardware Requirements	The ballot creation tool shall automatically select the voter's precinct/ballot style on check-in by the Votesafe Electronic Pollbook software.				
8	APPA - 102	DRE Hardware Requirements	The ballot creation tool shall automatically select the voter's precinct/ballot style on check-in by the Votesafe Electronic Pollbook software.				
9	APPA - 103	DRE Hardware Requirements	The DRE equipment shall provide, if necessary for recount or audit, a paper version or representation of -the ballots cast on a unit of the voting system.				

SUPPLEMENTAL COMPUTER EQUIPMENT MATRIX

The Vendor shall provide a complete list of all server hardware and proposed system architecture that is required to operate and fully optimize its Proposal. The Vendor shall cross-reference this list with the hardware listed below and notify the County of required improvements and/or additions to the hardware described for a complete and functional voting system:

Item Name/Description

Processor - I7 Quad Core

Memory - 8GB

Operating System - Windows Embedded Standard 10 64 bit

CD/DVD Drive - 8x DVD+/-RW slim line

Application Disk Storage - 1 hard drive, removable (key locked) SSD 1 TB Drive

Monitor Resolution - 1600 x 900 at 60 Hz

Network Connection - Ethernet 100Mb/1 Gb Other - 4 USB ports

Keyboard

Mouse

APPENDIX D

COST TABLE

Respondents quoting an RFP shall quote their pricing for all fees, charges, etc. for the specified RFP. Clearly define all fees, charges etc. that may be incurred by the County.

Pricing shall be inclusive of all fees including travel, living, delivery FOB destination (Guadalupe County Election's Office), and other out of pocket expenses incurred in providing the services requested in this RFP to the County.

The cost Proposals for all responses shall conform to the following format. Please replicate this format in an Excel spreadsheet and include as a separate file on a memory media with Proposal.



TRADE-IN EQUIPMENT

Provide proposal for trade-in of existing equipment, including but not limited to, credit on annual maintenance, extended maintenance or warranty period, or additional equipment. Proposer must incur all shipping cost associated with trade-in equipment.

Equipment proposed to be traded-in is an approximate number of units. Equipment will not be transferred to the Proposer until after the Elections Administrator is satisfied that the new equipment is fully operational (this is estimated to be two countywide elections.)

Item Name/Description	Quantity
DRE Voting Equipment	
Diebold TSX units	347
Diebold OS units	5
Diebold OS Ballot Tubs	2
Voter Card Encoders	160
Voter Cards	1075
ADA Accessory Kits (keypad, headset)	50 kits
Supervisor Cards	90
Central Admin Cards	30
Security Key Cards	19
Voter Card Programmers	90
PCMCIA Cards	490
OS Memory Cards	30

**PROPOSER GUARANTEES
SIGNATURE PAGE AND DECLARATION OF COMPLIANCE**

The undersigned certifies it can and will provide and make available, at a minimum, all services set forth in this agreement. The undersigned affirms that they have read and do understand the statement of work and specifications and any attachments contained in this RFP package.

The undersigned agrees this Proposal becomes the property of Guadalupe County after the official opening.

The undersigned affirms that they are familiarized with the local conditions under which the work is to be performed; satisfied himself/herself of the conditions of delivery, handling and storage of equipment and all other matters, which may be incidental to the work, before submitting a Proposal.

The undersigned agrees if this Proposal is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the RFP. The period for acceptance of this RFP will be ninety (90) calendar days, unless a different period is noted by the Respondent.

The undersigned affirms that they are duly authorized to execute this contract, that this Proposal has not been prepared in collusion with any other Respondent, nor any employee of Guadalupe County, and that the contents of this Proposal have not been communicated to any other Respondent or to any employee of Guadalupe County prior to the official Proposal opening.

By signing this Proposal, Proposer guarantees, I do hereby declare that I have read the Request for Proposal in which our Proposal is submitted with full knowledge of the requirements, and do hereby agree to furnish all services in full accordance with the requirements outlined in the RFP.

Failure to sign and return this form could result in rejection of the entire Proposal.

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date Signed: _____

AFFIDAVIT OF NON-COLLUSION, NON-CONFLICT OF INTEREST, ANTI-LOBBYING

By submission of this Proposal, the undersigned certifies that:

1. Neither the Proposer nor any of Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, or agreed, directly or indirectly with any person, firm, corporation or other Proposer or potential Proposer any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached Proposal or the Proposal of any Proposer, and further states that no such money or other reward will be hereinafter paid.
2. No attempt has been or will be made by this Company's officers, employees, or agents to lobby, directly or indirectly, the Guadalupe County Commissioners Court or its employees between Proposal submission date and award by Guadalupe County.
3. No officer or stockholder of the Proposer is a member of the staff, or related to any employee of Guadalupe County except as noted herein below:

4. The undersigned certifies that he/she is fully informed regarding the accuracy of the statements contained in this certification, and that the penalties herein are applicable to the Proposer as well as to any person signing on his/her behalf.

Signature: _____

Title: _____

Printed Name: _____

Date Signed: _____

INDEMNITY AGREEMENT

The Company agrees to and shall indemnify, hold harmless and defend the County, its officers, agents and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind; including all expenses of litigation, court costs, and attorneys' fees, for damage to any property, loss of revenue, or any other injuries or damages arising out of or in connection with the services performed by the Company, pursuant to this Proposal, the conduct or management of the Company's activities, or from any act or omission by the Company, its agents, employees, or subcontractors, where such damages, losses or injuries are caused by the joint or sole negligence of the Company.

It is the expressed intention of the parties hereto, both the Company and the County, that the indemnity provided for in this paragraph is indemnity by the Company to indemnify and protect the County from the consequences of the Company's own negligence, where that negligence is a concurring cause of the resulting injury, death or damage. Furthermore, the indemnity provided for in this paragraph shall have no application to the County for any claim, loss, damage, and cause of action, suit and liability where the injury, loss or damage results from the sole or the concurrent negligence of the county.

In the event that any action or proceeding is brought against the County by reason of any matter from which the County is indemnified herein, the Company further agrees and covenants to defend the action or proceeding by legal counsel acceptable to the County. This article shall survive the expiration or termination of the agreement.

Signature of Official Representative of Firm

Name of Official Representative (typed)

Title

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	Date Received	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-top: 20px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-top: 10px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p style="text-align: center;"> _____ Signature of vendor doing business with the governmental entity </p> <p style="text-align: right; margin-right: 100px;"> _____ Date </p>		

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;

or

- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

APPENDIX J

SWORN VERIFICATION OF STATEMENT REGARDING:

ISRAEL BOYCOTT

AND

**PROHIBITION ON CONTRACTING WITH A COMPANY
DOING BUSINESS WITH IRAN, SUDAN, OR A FOREIGN TERRORIST ORGANIZATION**

By signing below, you affirm that you have the authorization to make the statements below for the Company submitting this Proposal. You affirm that you are fully aware of the facts stated in this statement.

In accordance with Texas Government Code Section 2270.02, this Company does not boycott Israel and will not boycott Israel during the term of this contract.

In accordance with Texas Government Code Section 2252.152, this Company does not engage in active business operations with Sudan, Iran, a foreign terrorist organization or a Company that is identified on divestment statute lists prepared and maintained by the Texas Comptroller of Public Accounts.

Signature of Person Authorized to Sign Contract:

Date

Printed Name and Title of Signer: _____

Name of Company: _____

W-9 REQUEST FOR TAXPAYER IDENTIFICATION

Form W-9 (Rev. November 2017) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
2 Business name/disregarded entity name, if different from above		
Print or type. See Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
	<div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ </div> <div> <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate </div> </div>	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions.	
6 City, state, and ZIP code		Requester's name and address (optional)
7 List account number(s) here (optional)		
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.		
<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> Social security number <div style="border: 1px solid black; padding: 2px; display: flex; justify-content: space-between;"> <div style="border-bottom: 1px solid black; width: 40%;"></div> <div style="border-bottom: 1px solid black; width: 10%; text-align: center;">-</div> <div style="border-bottom: 1px solid black; width: 40%;"></div> </div> </div> <div style="width: 35%;"> or Employer identification number <div style="border: 1px solid black; padding: 2px; display: flex; justify-content: space-between;"> <div style="border-bottom: 1px solid black; width: 30%;"></div> <div style="border-bottom: 1px solid black; width: 10%; text-align: center;">-</div> <div style="border-bottom: 1px solid black; width: 55%;"></div> </div> </div> </div>		
Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.		
Sign Here	Signature of U.S. person ▶ _____ Date ▶ _____	
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following. <ul style="list-style-type: none"> • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. <i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i>		

BIDDER'S HELPFUL CHECKLIST

Check off each of the following as the necessary action is completed:

- ☐ The prices have been checked.
- ☐ The PROPOSER GUARANTEES FORM has been completed, signed, dated and included in your Proposal package.
- ☐ The AFFIDAVIT OF NON-COLLUSION signed, dated and included in your Proposal package.
- ☐ The INDEMNITY AGREEMENT signed and included in your Proposal package.
- ☐ The CONFLICT OF INTEREST QUESTIONNAIRE has been completed, signed, dated and included in your Proposal package.
- ☐ The SWORN VERIFICATION OF STATEMENT signed, dated and included in your Proposal package.
- ☐ The IRS FORM W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION has been completed, signed, dated and included in your Proposal package.
- ☐ The mailing envelope has been addressed to:

County Judge Kyle Kutscher
Guadalupe County Courthouse
101 East Court Street, Room 319
Seguin, Texas 78155
- ☐ The mailing envelope contains the original and five (5) copies.
- ☐ The mailing envelope has been sealed and marked on outside left corner:
 - Proposal number
 - Name of the Proposal
 - Opening date and time

**GUADALUPE COUNTY WISHES TO THANK
ALL VENDORS FOR THEIR PARTICIPATION.**