INVITATION TO BID, BID, AND CONTRACT AWARD

**GREENE COUNTY PURCHASING DEPARTMENT**

**204 N. CUTLER ST., SUITE 209**

# GREENEVILLE, TENNESSEE 37745

 INVITATION TO BID BID

 (Bidder to complete all blanks)

 RETURN BID IN SEALED ENVELOPE

 The undersigned agrees, if this bid is accepted within time specified elsewhere herein, to furnish all supplies/services identified herein at the prices set forth beside each item specified herein in strict accordance with the bid specifications. Such delivery shall be made with days of receipt of notice to proceed.

Payment Terms: % Days (Offers of less than 20 days will not be considered in bid evaluations).

TYPED SIGNATURE BY

(Handwritten signature by authorized officer of firm or agent) (Date)

 (TITLE) PHONE NO.

**BID \_\_\_101-1129 \_\_\_\_ Bid Opening Date: OCTOBER 14, 2019 \_ \_\_\_\_** Time:\_2 P.M. \_\_\_\_\_\_

Title : VOTING EQUIPMENT Buyer: DIANE SWATZELL Phone:**423-798-1700**

###### Date Issued: SEPTEMBER 26, 2019 F.O.B. Point GREENEVILLE This Bid is

 X **Formal** Informal

## TERM OF CONTRACT

 X ONE TIME PURCHASE  **ONE YEAR FIXED PRICE CONTRACT** OTHER X

## BID DEPOSIT REQUIREMENTS

NONE REQUIRED CHECK OR BOND $ (SEE GENERAL CONDITIONS ENCLOSED)

### PERFORMANCE BOND

 NOT Required To be submitted in amount of % of contract total

### SAMPLES

 Samples are to be submitted with Bid  **IF REQUESTED**

 NOT Required  **Samples are to be submitted within 10 days after notification**

### DESCRIPTIVE LITERATURE AND TECHNICAL DATA

 To be submitted with Bid

 NOT Required X To be submitted on Brand substitutions only

#### GREENE COUNTY, TENNESSEE General Conditions and Instructions to Bidders are incorporated herein by reference

## CONTRACT AWARD

Date Contract No. Contract Period to

The above bid is accepted in the amount of $ as pertains to item(s)

Authorization to furnish supplies/services will be made via: Purchase Order or Blanket Order as appropriate, signed by the County Purchasing Agent or other designated personnel.

 **GREENE COUNTY, TENNESSEE**

BY

##### TERMS AND CONDITIONS OF THE INVITATIONS FOR BIDS

###### AWARD

The right is reserved, as the interest of the County may require, to reject any and all bids and to waive any informality or irregularity in bids received. The County may accept any item or group of items of any bid unless qualified by specific limitation of the bidder. Unless otherwise provided in the schedule, bids may be submitted for any quantities less than those specified. The County reserves the right to make an award on any item for quantity less than the quantity bid upon at the unit price offered unless the bidder specifies otherwise in his bid. The contract shall be awarded to that responsible bidder whose bid, conforming to the Invitation for Bids, will be most advantageous to the County price and other factors considered. An award mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the bid results in a binding contract without further action by either party.

PREPARATION OF BIDS

(A) Bidders are expected to examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the bidder’s risk.

 (B) Each bidder shall furnish the information required by the Invitation. The bidder shall sign the invitation and print or type his name on each schedule continuation sheet thereof on which he makes an entry. Erasures or other changes must be initialed by the person signing the offer. Bids will not be considered unless they are submitted on the enclosed form.

 (C) Unit price for each unit bid shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the schedule continuation sheet for each item bid. In case of discrepancy between any unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

 (D) Alternate bids for supplies or services other than those specified will not be considered unless authorized by the Invitation.

 (E) Bidders must state a definite time for delivery of supplies or for performance of services unless otherwise specified in the Invitation.

 (F) Time, when stated as a number of days, will include Saturdays, Sundays, and holidays.

#### EXPLANATION TO BIDDERS

 Any explanation desired by a bidder regarding the meaning or interpretation, drawings, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before submission of their bids. Oral explanation or instructions given to a prospective bidder concerning an Invitation will be furnished to all prospective bidders as an amendment to the Invitation, if such information is necessary to bidders in submitting bids on the Invitation or if the lack of such information would be prejudicial to uniformed bidders.

#### ACKNOWLEDGEMENT OF AMENDMENTS TO INVITATIONS

Receipt of an amendment to an Invitation by a bidder must be acknowledged on the bid form.

#### SUBMISSION OF BIDS

(A) Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the Greene County Purchasing Department, 204 North Cutler Street, Suite 209, Greeneville, TN 37745. The bidder shall show the hour and date specified in the Invitation for the receipt, the Invitation number, and the name and address of the bidder on the face of the envelope.

 (B) Samples of items, when required, must be submitted within time specified and unless otherwise specified by the County, at no expense to the County. If not consumed by testing, samples will be returned at bidder’s request and expense, unless otherwise specified in the Invitation.

#### FAILURE TO SUBMIT BID

 If no bid is to be submitted do not return the invitation unless otherwise specified. A letter or post card should be sent to the issuing office advising whether further invitations for the type of supplies or services covered by this Invitation are desired. Failure of the recipient to bid or to notify the issuing office that further invitations are desired, may result in a removal of the name of such recipient from the mailing list for the type of supplies or services covered by the Invitation.

**MODIFICATION OR WITHDRAWAL OF BIDS**

 Bids may be modified or withdrawn by written or telegraphic notice received prior to the exact hour and date specified for the receipt of bids, provided the County is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communications should not reveal the bid price but should provide the additional subtraction or other modifications so that the final prices or terms will not be known by the County until the sealed bid is opened. A bid may also be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for the Invitation, but only if the withdrawal is made prior to the exact hour and date set for receipt of bids. Telephonic requests to withdraw a bid will not be considered.

**LATE BIDS AND MODIFICATIONS**

 It is the responsibility of the bidder to deliver his bid or bid modification on or before the date and the time for the bid closing. Should the United States Postal Service be used for mailing this bid or modification, and the bid or modification is received after the date and time of bid closing but before award, the post office must have postmarked or certified that the envelope was received in time to have normal postal service in order to receive consideration. Company postage meter date is not acceptable as evidence of the date of mailing.

**SELLER’S INVOICES**

 Invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain the following information:

Contract number (if any), purchase order number, item number, contract description of supplies or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to Greene County Purchasing Department, 204 North Cutler Street, Suite 209, Greeneville, TN 37745.

**BID DEPOSITS**

 Bid deposit not required

 Bid deposit required – note the following:

The bidder will furnish a bid deposit in the form of a bond, certified check, company or personal check, cash or bank draft in the amount of

$ made payable to the Greene County Trustee, for the measure of the liquidated damages which the County will sustain and

the proceeds thereof will become property of the County if for any reason the bidder:

 (A) Withdraws his bid after the opening of the bids and prior to the time a formal written agreement evidencing the contract has been signed and delivered to the County, whether or not the bidder at the time of such withdrawal has been designated as a successful bidder or

 (B) Upon written notification of the award of contract to him, he fails to properly sign and deliver to the County within

a Performance Bond, if required; and the written agreement, formally evidencing the times of the Invitations for Bids and his bid as submitted.

 The bidder further agrees that the County will have the right to retain the bid deposit for a period of sixty (60) days from the date of the opening of the bids. The bidder does further agree the amount of the bid deposits set down herein before to be firm for the above named period. At the expiration of said time, or earlier at the option of the County, said bid deposit will be returned to the bidder unless said bid deposit has become the property of the County as liquidated damages for one of the reasons stipulated.

**PERFORMANCE BONDS**

 \_\_\_\_Performance Bond not required.

 Performance Bond required – note the following:

 The successful bidder will furnish a Performance Bond made payable to Greene County Trustee in the form of a bond, certified check, cash or bank draft of equal amount to the bid if under $10,000. In the event that the successful bid is over $10,000, the amount of the bond shall be $10,000 plus 50% of the amount by which the contract price exceeds $10,000. This bond, in part or all, is to be forfeited to the County in the event that the terms of the Contract are not met in total by the successful bidder.

**COMPLIANCE WITH LAWS**

 The bidder shall comply with all laws relating to sale of and purchases by County governments insofar as they pertain to the purchase made under this contract.

**QUALIFICATIONS OF BIDDERS**

 The County may make such investigations as are deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

**SUBCONTRACTS**

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to and approved by the County.

**MATERIAL AND AVAILABILITY**

 Bidders must accept responsibility for verification of material availability, production schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the bidder to notify the County liaison immediately if material specified is discontinued, replaced, or not available for an extended period of time.

**DELIVERY**

 Indicate delivery in calendar days after receipt of order

This delivery is firm and must be met. Request for extensions will not be considered except as noted under Clause 9 and under Terms and Conditions of Purchase. Performance bonds, when required, will be assessed for late delivery. Delivery will be f.o.b. destination; this will apply to regular and normal stock items and special items which must be ordered direct from manufacturer. Delivery f.o.b. destination will be to the following location: **GREENEVILLE**

**FEDERAL TAX AND STATE SALES TAX**

 Purchases by the County are not subject to any state sales or federal excise taxes. Exemption certificates shall be furnished by the County upon request of the contractor.

**GUARANTEE**

 The bidder guarantees that the item is of first quality throughout and complies in all respects to the standards regularly sold by the manufacturer in the lines ordered. All items to be guaranteed for one year after date of acceptance or if the manufacturer prescribes a guarantee of greater duration, the latter time period of the guarantee will control.

**PLEASE NOTE**

 Greene County does not accept bids by facsimile.

**TERMS AND CONDITIONS OF PURCHASE**

**1. DEFINITIONS**

 A. The “County” is Greene County, Tennessee, and includes its designated representatives.

 B. The “Contractor” is those mentioned as such “contractor, seller, vendor, supplier”, in the contract and includes their designated representatives.

 C. The “Specifications” includes instructions to bidders, the terms and conditions of purchase, the definitions and the technical specifications of the work.

 D. A “Subcontractor”, is a person, firm or corporation having a contract with the Contractor to furnish labor and materials or both, or who performs services for the project.

 E. The NIGP *Dictionary of Purchasing Terms,* Second Edition, 1974, published by the National Institutes of Government Purchasing, will govern on questions as to any other definition in this contract.

**2. CONTRACT TERMS**

 The performance of this contract shall be covered solely by the terms and conditions set forth in this contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the seller at any time and the acceptance by the County of any goods to be furnished hereunder accompanied by any such document shall not be construed as an acceptance by the County of any terms or conditions contained in such document which is inconsistent with the terms and conditions set forth in this contract. Any different or additional terms, other than those herein, contained in the seller’s acceptance are hereby objected to.

**3. TRANSPORTATION CHARGES**

 When terms of delivery or conditions of this order are f.o.b., destination, all transportation charges shall be paid by the seller.

**4. PACKAGING**

 The County will not be liable for any charges for drayage, packaging, cartage, boxing, crating, or storage in excess of the purchase price of this order unless stated otherwise herein.

**5. INSPECTION AND ACCEPTANCE**

 No material received by the County pursuant to this contract shall be deemed accepted until the County has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the seller herein upon initial inspection, or at any later time of the defects contained in the material were not reasonably ascertainable upon inspection, may be returned at the seller’s expense for full credit or replacement. No goods returned as defective will be replaced without buyer’s written authorization. Such return shall in no way affect the County’s discount privileges. Such right to return offered to the County arising from the County’s receipt of defective goods shall not exclude any other legal, equitable or contractual remedies the County may have therefore.

**6. WARRANTY**

The seller expressly warrants that all articles, material, and work covered by this contract will conform to each and every specification, drawing, sample, or other description which is furnished to or is adopted by the County and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the County’s acceptance of said material or goods or by payments for them.

**7. PATENTS**

 The seller guarantees that the article described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and seller covenants that he will, at his own expense, defend every suit which may be brought against the County, or those selling or using the County’s product (provided seller is promptly notified of such suit and all papers therein are delivered to the seller) for any alleged infringement of any patent by reason of the sale or use of such articles and seller agrees that he will pay all costs, damages and profits recovered in any such suit.

**8. QUANTITIES**

 The County assumes no obligation for articles or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to the County’s rejection and return at sellers expense.

**9. ACTS OF GOD**

 Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental action of any kind or any other causes of similar character beyond their control and without their fault or negligence.

**10. INVOICES**

 Delay in receiving invoices, also errors in omissions on statements or invoices will be considered just cause for withholding settlement without losing privileges.

**11. BANKRUPTCY OR INSOLVENCY**

 In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of seller, or in the event of breach of any of the items hereof including the warranties of the seller, the County may cancel this contract of affirm the contract and hold the seller responsible for damages

**12. COMPLIANCE WITH APPLICABLE LAWS**

 The seller warrants it has complied with all applicable laws, rules and ordinances of the United States, or any state, municipally or any other governmental authority or agency in the manufacture or sale of the items covered by this order.

**13. TIME OF DELIVERY**

 To insure adequate service level to the people, Greene County requires that all material ordered will be delivered when specified. Time is, therefore, the essence of this contract. If deliveries are not made at the time agreed upon, the County reserves the right to cancel and purchase elsewhere and hold seller accountable therefore.

**14. NOTICE AND SERVICE THEREOF**

 Any notice to any contractor from the County relative to any part of this contract will be in writing and considered delivered and the service thereof complied when said notice is posted, by certified or regular mail, to said contractor or his representative on the work.

**15. PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

 Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such assertion or correction.

**16. TERMINATION OF CONTRACT**

 The County reserves the right to terminate the contract at any time if any of the provisions of the contract are violated by the contractor or by any of his subcontractors, in the sole judgment and discretion of the Purchasing Agent. In the event of such termination the contractor shall be liable for any excess cost incurred by the County. If the contract is so terminated, the County may purchase upon such terms and in such manner as the County Purchasing Agent may deem appropriate, supplies or services similar to those so terminated, and that the contractor will be liable for excess cost occasioned thereby.

**17. RESPONSIBILITY FOR SUPPLIES**

The contractor shall be responsible for supplies until they are delivered and accepted at the designated delivery point; and the contractor shall bear all risk for rejected supplies after notice of rejection.

**18. CONTRACT MODIFICATION**

The contract expresses the complete agreement of the parties. Any changes, additions or modifications hereto must be in writing and signed by the County Purchasing Agent. No other individual is authorized to modify the contract in any manner.

**19. INDEMNIFICATION AND INSURANCE**

 If any such work covered by this contract is to be done on the County’s premises, contractor agrees to carry liability and Worker’s Compensation, satisfactory to the County, and to indemnify the County against all liability, loss and damage arising out of any injuries to persons and property caused by the contractor, his employees or agents. Upon request the contractor will furnish written evidence of such insurance coverage.

**20. PUBLIC NOTICE-TITLE VI OF THE 1964**

 **CIVIL RIGHTS ACT**

 “No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.”

 Anyone who believes that an agency or local government receiving federal financial assistance has discriminated against someone on the basis of race, color or national origin has a right to file a complaint within 180 days of the alleged discrimination. Inquiries and charges of violations concerning Title VI should be directed to the Human Resource Director of Greene County.

**GREENE COUNTY INSURANCE CHECKLIST**

***ALL COVERAGES ARE REQUIRED AND MUST BE PROVIDED WHEN CONTRACT IS AWARDED***

 **COVERAGES REQUIRED MINIMUM LIMITS REQUIRED**

1. Workers’ Compensation & Statutory Limits

 Employer’s Liability $100,000 per occurrence, $100,000 disease,

 $500,000 annual aggregate

2. Commercial General Liability $1,000,000 per occurrence,

 to include Contractual Liability, $2,000,000 annual aggregate

 XCU, Personal Injury Perils,

 Products Liability and Completed

 Operations Liability

3. Business Auto Liability, $1,000,000 combined single limits

 Personal Injury. (Symbol 1)

 4. Excess Umbrella Liability $1,000,000 excess of above coverage

 with Contractor’s Form, $5,000,000 for large projects or high risk

 including Excess Employers’

 Liability Coverage

 5. Builder’s Risk-----installation floater

 6. Professional Liability $1,000,000 per occurrence

 $2,000,000 annual aggregate

7. “Greene County Government” shall be named as additional insured on all required liability insurance. The above shall be named as loss payee on all types of required property insurance and for which any political subdivision of Greene County has an insurable interest. This requirement does not apply to workers’ compensation and/or professional liability type insurance and/or errors and omissions type insurances(s).

8. Cancellation clause on any insurance certificates MUST read, “Should any of the above policies

be cancelled, the issuing company will mail 30 days written notice to the certificate holder.”

Strike out “endeavor to” and the last two lines.

Any deviation from the above requirements shall be disclosed to the Greene County Purchasing Agent. Coverages specified above shall be written on an “occurrence” coverage form suitable to Greene County Government and must state bid number and bid title. Complete copies of insurance policies shall be provided upon request. Insurer’s A.M. Best Rating Guide shall be an A- rating or better VIII or better.

Certificate Holder shall be: Greene County Purchasing, 204 N. Cutler St., Suite 209, Greeneville, TN 37745

**BIDDER STATEMENT**

**I understand the insurance requirements of these specifications and will comply in full if awarded this contract.**

BIDDER SIGNATURE DATE

**For Office Use Only:**

**Bid No. RISK: High**

**Contract Date: Medium**

 **Low**

**BIDDER’S CHECKLIST**

*PLEASE FOLLOW THE REQUIREMENTS LISTED BELOW:*

*X*

\_\_\_\_\_ 1. CHECK YOUR BID TO PREVENT COSTLY ERRORS OR AVOID HAVING YOUR BID REJECTED.

\_\_\_\_\_2. BIDS MUST BE MANUALLY SIGNED IN INK IN THE SPACES PROVIDED ON THE FORM(S).

\_\_X\_\_\_3. EACH CORRECTION, ALTERATION, OR CHANGE MADE ON THE BID RESPONSE MUST BE INITIALED IN INK.

\_X\_\_\_\_4. IN THE CASE OF ERRORS IN THE EXTENSION PRICE, THE UNIT PRICE WILL GOVERN.

\_\_\_\_\_5. IS THE BID IN ACCORDANCE WITH THE UNIT OF MEASUREMENT REQUESTED (I.E. CASE, PACKAGE, EACH)

\_X\_\_\_\_6. CHECK BID DOCUMENTS FOR REQUIREMENTS (I.E. SAMPLES, DESCRIPTIVE LITERATURE, TECHNICAL DATA).

\_X\_\_\_\_7. RETURN ONE BID PER ENVELOPE.

\_X\_\_\_\_8. THE ENVELOPE MUST BE CLEARLY MARKED AND LABELED ON THE OUTSIDE REFERENCING THE APPLICABLE SOLICITATION NAME, NUMBER AND THE OPENING DATE. (IF YOU USE A DELIVERY SERVICE SUCH AS UPS, FEDERAL EXPRESS, ETC., BE SURE THAT YOU PUT THE SAME INFORMATION ON THE OUTSIDE OF THEIR DELIVERY ENVELOPE ALSO.)

\_\_X\_\_\_ 9. PRINT OR TYPE THE FIRM’S NAME AND RETURN ADDRESS ON THE ENVELOPE.

\_\_\_X\_\_10. RETURN YOUR BID TO THE GREENE COUNTY PURCHASING DEPARTMENT, 204 NORTH CUTLER STREET, SUITE 209, GREENEVILLE, TENNESSEE 37745.

\_\_\_X\_\_11. BIDS MUST BE RECEIVED AT THE DESIGNATED LOCATION ON OR BEFORE THE DATE AND HOUR DESIGNATED FOR THE BID OPENING.

\_\_X\_\_\_12. IF BIDDING ON A CONSTRUCTION PROJECT EQUALING OR EXCEEDING $25,000 YOUR CONTRACTOR’S LICENSE NUMBER, EXPIRATION DATE, AND CLASSIFICATION MUST BE LISTED ON THE OUTSIDE ENVELOPE.

\_\_\_\_\_13. BID BONDS WHEN REQUIRED MUST BE INCLUDED WITH BID.

\_\_\_\_\_14. DRUG FREE WORKPLACE AFFIDAVIT.

ANY REFERENCE TO BRAND NAMES, TRADE NAMES, MODEL NUMBERS, CATALOG NUMBERS OR TOHER DESCRIPTIONS PECULIAR TO ANY ITEM IS MADE TO ESTABLISH A REQUIRED LEVEL OR QUALITY AND FUNCTIONAL CAPABILITIES AND IS FOR REFERENCE ONLY; IT IS NOT INTENDED TO EXCLUDE OTHER PRODUCTS OF THAT LEVEL. PLEASE INCLUDE WITH BID ANY SPECIFICATIONS, BROCHURES, CATALOGS, SAMPLES, ETC OR OTHER DATA AS WILL PROVIDE AN ADEQUATE BASIS OF DETERMINING THE AUALITY AND FUNCTIONAL CAPABILITIES OF THE PRODUCT OFFERED.

**Voting Equipment**

Greene County Purchasing is seeking proposals from qualified vendors for the purpose of replacing its current voting system for the Greene County Election Commission.. This will include the purchase of an election management system, ballot marking devices, ballot tabulators, tabulation system, high speed central voting tabulator, training, technical support, and Election Day support.

The election commission serves approximately 37,000 registered voters. For a typical election, we have seventeen (17) Election Day precincts and one (1) early voting location and have used approximately 90 voting machines.

The voting system purchased by the election commission must meet the following minimum requirements:

* Certified by the U.S. Election Assistance Commission to, at a minimum, the 2005 Voluntary Voting Systems Guidelines
* Certified by the State Election Commission and Coordinator of Elections. A vendor may submit a bid for a system that is under review, but a county may not purchase the system until it is certified
* Should have accessibility features to allow voters with disabilities to vote independently and privately
* Confirm that the voting system satisfies the requirements of a voter verified paper audit trail (VVPAT)
* ***FAILURE TO PROVIDE PROOF OF THE ABOVE FOUR (4) ITEMS WILL RESULT IN BID NOT BEING CONSIDERED BY GREENE COUNTY.***

**System Description**

Describe the overall system for your proposed solution, including hardware and software. Describe the benefits of your system.

Provide any manufacturing process and certifications that you have received for the components offered. Provide details regarding the location where components are sources and the voting system hardware and software are manufactured.

Confirm that all equipment proposed shall be new or newly manufactured, not reconditioned or refurbished in any way.

**Ballot Marking Device**

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

* Ease of use by voters and election officials
* Accessibility features
* Support of split precincts or multiple ballot styles on a single unit
* Options to ensure activation of the proper ballot style for each voter (please describe the activation of the proper ballot process in detail).
* Preventing the voter from overvoting
* Allowing undervotes, but notifying the voter of their right to cast votes for all contests in which they are eligible
* Allowing voters to make multiple selections for a single contest when applicable
* Process for casting a write-in ballot
* Summary of selections presented to voters
* Provide for the privacy of vote throughout the election process
* Troubleshooting features for election officials
* Opening and closing procedures for election officials
* Battery back-up in the event of loss of power, including alerts to election officials
* Supplies needed for operation, such as paper and toner
* Require minimal assembling/disassembling of parts, including any booth, table, ballot box, peripherals, etc.
* Be fully lockable and have no exposed communication ports
* Be compatible with the tabulators being proposed
* Be transportable and able to withstand frequent loading and unloading, stacking, and heavy use without damage to internal circuitry.
* Withstand exposure to extreme heat and cold, dust, and other environmental elements

**Precinct-based Scanners**

Describe the scanned used in the precinct to tabulate votes. Per State Election Commission Policy, the scanner should have a removable bin to collect the ballots. Take the following into account as you prepare your response:

* Ease of use by voters and election officials
* Clarity to voter and election officials that ballot has been cast and stored
* Poll opening and closing procedures, including printing of a zero tape in the morning and a results tape in the evening
* Safeguards to ensure votes are not cast until polls open and cannot be cast after the last voter in line at the close of polls casts a ballot
* Not allowing printing of a results report or extraction of such data until polls have been closed on the unit
* Be fully lockable and have no exposed communication ports and allow memory devices to be sealed in the unit with means of tamper detection
* Battery backup in the event of loss of power, including alerts to election officials (please include an estimated timeframe the device will power from the battery backup).
* Procedures and time necessary to clear any jammed cards or ballots
* Preservation of ballot images
* Supplies needed for operation, such as external memory devices
* Ensuring the security of the ballots within the vote tabulation unit

**Absentee Scanner**

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

* Ballots per min capacity
* Capacity to read a variety of marks on ballots
* Process for handling exceptions, such as overvotes, write-ins, and other ballots needing manual review
* Process for importing results into election management system
* System logs
* Troubleshooting information for election officials
* Battery backup solution in the event of loss of power (please include an estimated timeframe the device will power from the battery backup).

**Election Management System**

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

* Programming of the election
* Ballot creation and printing by vendors
* Audit logs
* Process to ensure speed and accuracy of tabulation
* Customization of reports

**Maintenance**

Confirm capacity to upgrade of modify any of the deliverables without charge to meet requirements mandated by changes to state or federal law or State Election Commission policy.

Confirm capacity to upgrade or modify software to meet requested enhancements.

**Security**

Describe your process for identifying specific cybersecurity risks and mitigating them in the election environment, and how the implementation of the mitigating them in the election environment, and how the implementation of the mitigation process will increase the likelihood of success on the current proposal. Be specific and provide specific examples of how this process has been successful in both confirming proper implementation and identifying needed changes. Include lab testing and third-party testing you regularly employ. Provide a description of processes you use for testing, patching, and anomaly handling.

Provide a description of the threat environment as it applies to the system and their interconnections that are addressed in your proposal. Provide an assessment of the severity of threats and identify and align mitigation approaches to the threats. Also, provide and assessment of the residual risk following mitigation actions.

Describe how you monitor ongoing security threat changes and respond to evolving threats, including monitoring common vulnerabilities and exposures (CVEs) and any ability to receive and share real-time threat information. Indicate participation in information sharing networks, including the Sector Coordinating Council of the Election Infrastructure Subsector (EIS-SCC), the Information Technology Information Sharing & Analysis Center (IT-ISAC), the Election Infrastructure (EI-ISAC), and others.

Define or provide documentation on indicated handling, recovery, and contingency processes, including communication plans, back-up procedures, and process for operational data availability. This should also include items such as log and audit, log analysis and assessment, and forensics capabilities.

Define what constitutes an incident and any levels of severity. Include procedures for notifying the government in the event of incidents of each level of severity, to include responsibilities and liability. Additionally, provide a communication plan for handling incident.

Describe your process for moving data, whether digitally or physically, while maintaining appropriate security protection and data integrity.  This includes between organizations such as the proposer and the proposed subcontractors, and to the government, where applicable, during transitions to new systems and technologies.

Describe the security audits and penetration analysis performed on a regular basis. If conducted, provide annual security audit reports conducted by an independent contractor such as the proposer and proposed subcontractors, and to the government, where applicable during transition to a new system and technologies.

Describe the security audits and penetration analysis performed on a regular basis. If conducted, provide annual security audit reports conducted by an independent auditor.

**Training and Support**

Describe the training you will provide for staff, election officials, and the public for the new system, including samples of training materials.

Describe your proposed Election Day and General Support.

**Vendor Qualifications**

Vendors shall confirm prior implementation experience with their products in an election jurisdiction of similar size and complexity. Vendor shall provide three references (in-state references preferred).

Provide qualifications and experience of all proposed personnel, including subcontractors. In addition to basic qualifications (e.g., certifications obtained), include descriptions of experience in the area of election or cybersecurity, or both. Where applicable, provide any specific knowledge and experience with state and local policies, architecture, and related aspects of the proposed work.

Describe your company process for background checks and security training of those who will be working on the project.

Disclose all countries in which your organization operates. Describe the corporate structure and ownership (e.g. publicly traded corporation, privately held partnership, non-profit). Disclose all board members or any entity with more than 10 percent ownership in the organization. Also, disclose any ownership in your company by non-U.S. persons or entities, regardless of ownership percentage.

In the event the vendor ceases to maintain experienced staff and the resources needed to provide any required software maintenance while under an obligation to provide such maintenance, the election commission shall be entitled to have, use, and duplicate for its own use, a copy of the source code and any other software required for a fully operational recovery, along with all documentation for the software products covered by the contract in order for the election commission to use the software in accordance with the terms of the contact.

**Number of ballot marking devices: (+/-) 95**

Include the following costs:

* The cost of each ballot marking device
* The cost of any accessibility equipment or required attachments
* The cost of any supplies needed for operation such as paper and toner
* The cost of battery backups if the backup is separate from the ballot marking device

**Number of precinct-based scanners: (+/-) 25**

Include the following costs:

* The cost of each precinct-based scanner and all components
* The cost of additional ballot storage bins (provide a cost if we were to purchase additional storage bins separate from the purchase of the precinct-based scanners)
* The cost of any accessibility equipment or required attachments
* The cost of all supplies needed for operation such as an external memory device
* The cost of battery backups if the backup is separate from the precinct-based scanner

**Number of absentee scanners: (+/-) 2**

Include the following costs:

* The cost of each absentee scanner and all components
* The cost of additional ballot storage bins (provide a cost if we were to purchase additional storage bins separate from the purchase of the precinct-based scanners)
* The cost of any accessibility equipment or required attachments
* The cost of all supplies needed for operation (such as an external memory device)
* The cost of battery backups if the backup is separate from the precinct-based scanner

**Election Management System**

Include the following costs:

* Include the cost of any hardware, software and licensing agreements to operate the election management system
	+ Indicate if these costs are one-time or re-occurring costs
		- If re-occurring, indicate how often

**Maintenance**

Include the following costs:

* Annual maintenance options / coverage with the cost for each option
* Any warranties periods and what is covered during the warranty period
* Any one-time or re-occurring licensing and / or maintenance fees for any of the equipment of software required to operate the voting system
	+ If re-occurring, indicate how often

**Training and Support**

Include the following costs:

* The cost of election programming
	+ Is programming a flat-fee or charged based upon the type of election (Please be specific as to how the programming costs are calculated and charged)
		- How long will the proposed cost be honored after the award of the bid
* The cost of Election Day support per election
	+ - How long will the proposed cost be honored after the award of the bid
* The cost of general support from the company (not on Election Day)
	+ - How long will the proposed cost be honored after the award of the bid
* The cost of any training materials provided by the company

The total cost for 95 ballot marking devices, 25 precinct-based scanners, 2 absentee scanners, an electronic management system, and any and all other equipment required to operate the voting system.

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PRICE EACH FOR BALLOT MARKING DEVICES\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BRAND/MAKE/MODEL\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

COST OF ANY ADDITIONAL ITEMS\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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PRICE EACH PRECINCT-BASED SCANNERS\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BRAND/MAKE/MODEL\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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COST OF ANY ADDITIONAL ITEMS\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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PRICE EACH OF ABSENTEE SCANNERS\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BRAND/MAKE/MODEL\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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COST OF ELECTION MANAGEMENT SYSTEM\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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BRAND/MAKE/MODEL\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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ARE COSTS ONE TIME OR RE-OCCURING\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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IF RE-OCCURING HOW OFTEN\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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ANNUAL MAINTENANCE OPTIONS/COVERAGE WITH THE COST OF EACH OPTION

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ANY WARRANTY PERIODS AND WHAT IS COVERED\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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ANY ONE-TIME OR RE-OCCURING LICENSING AND/OR MAINTENANCE FEES

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IF RE-OCCURING, INDICATE HOW OFTEN\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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COST OF ELECTION PROGRAMMING\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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FLAT-FEE OR CHARGED BASED ON TYPE OF ELECTION\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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HOW LONG WILL THE PROPOSED COST BE HONORED FROM DATE OF AWARD

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COST OF ELECTION DAY SUPPORT\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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HOW LONG WILL COST BE HONORED AFTER DATE OF AWARD\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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COST OF GENERAL SUPPORT NOT ELECTION DAY\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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HOW LONG WILL COST BE HONORED AFTER DATE OF AWARD\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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COST OF ANY TRAINING MATERIALS PROVIDED BY COMPANY\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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PLEASE ATTACH ANSWERS TO QUESTIONS

DEADLINE FOR QUESTION’S WILL BE 12 NOON OCTOBER 8, 2019

**SUBMIT QUESTIONS TO dianeswatzell@greenecountytngov.com**

COMPANY\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AUTHORIZED REPRESENTATIVE (PRINT)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CITY\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_STATE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ZIP\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 TOLL FREE NUMBER IF AVAILABLE TOLL FREE IF AVAILABLE

E-MAIL ADDRESS OF CONTACT\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

COPY OF GREENE COUNTY BUSINESS LICENSE (IF APPLICABLE)

STATE OF TENNESSEE SALES TAX NUMBER (IF APPLICABLE)

FEDERAL TAX IDENTIFICATION NUMBER (EIN)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DIANE SWATZELL

***SIGNATURE ON FILE***

PURCHASING AGENT