



CLARK COUNTY Board *of* Elections

REQUEST FOR PROPOSALS

FOR:

Apple iPads

OFFERED BY:

Clark County Board of Elections
3130 E. Main St.
Springfield, Ohio 45505

PROPOSAL DUE DATE:

3/2/2021

PROPOSALS SUBMITTED TO:

3130 E. Main St.
P.O. Box 1766
Springfield, Ohio 45501
Attn: Jason Baker

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1. Purpose, Overview, and General Procedures

1.1. Purpose

The Board of Elections of Clark County, Ohio (“the Board”) releases this Request for Proposals (“RFP”) for the purpose of soliciting proposals for Apple iPads from qualified individuals or organizations (“Bidders”). Board intends to award a contract to the bidder (or bidders) determined by the Board to have submitted the lowest and best bid.

1.2. Bid Overview and Background

The Clark County Board of Elections is responsible for holding all elections within the county. This includes maintaining the security of all items involved with each election (including but not limited to ballots, programming of machines and election equipment). The subject matter of this specification is for New 8th Generation iPad Wi-Fi enabled (10.2" 32GB, with charging block & 3' power cord)) to be used with our current vendor for our EPollbooks. (EPB’s)

1.3. Anticipated RFP Timetable

DATE	EVENT/ACTIVITY
2/9/2021	Board releases RFP. Q&A period opens. - RFP becomes active. - Bidders may submit inquiries for RFP clarification.
2/17/2021	Q&A period closes 11:00 a.m. (for inquiries for RFP clarification). - No further inquiries for RFP clarification will be accepted.
2/18/2021	Board provides Final Bidders Question & Answer document.
3/2/2021	Deadline for Bidders to Submit Proposals to the Board 9:00 a.m. - This is the proposal opening date, beginning of the Board process of proposal review.
3/2/2021	Formal opening will be held between 9:00 a.m. and 10:00 a.m. at the Board of Elections at 3130 East Main Street, Springfield, OH 45505.
3/3/2021	Letter of intent to award contract(s) issued. - All Bidders notified.
3/3/2021	Service provision begins.

****Note, dates above are anticipated and are subject to change, the Board reserves the right to revise this schedule in the best interests of the Board or the Department.***

2. Question and Answer Period, Communication Prohibition

2.1. Question and Answer Period

When does the Q&A period open?	Once the RFP is released, Bidders may submit questions for clarification of the RFP.
How, and to whom do I submit a question to?	Bidders must submit all questions regarding this RFP in writing via email (or US Mail) to: Jason Baker Director, Clark County Board of Elections jbaker@clark.boe.ohio.gov All questions must be titled "Request for Proposals: iPads" and also indicate the section of the RFP the question relates to.
Q&A closing date	Bidders will be permitted to submit written questions regarding clarifications of this RFP until 2/17/2021 at 11:00 a.m.. Questions submitted after this date and time will not be addressed.
How will my question be answered?	Written questions received by the above deadline will be answered in writing and provided to: (1) all individuals and businesses that received this RFP and (2) all individuals and businesses that have timely and properly submitted questions.

2.2. Communication Prohibition

From the issuance date of this RFP until the date Board awards a contract there may be no communications concerning the RFP between any Bidder and any employee of Clark County, or any other individual regardless of their employment status, who is in any way involved in the development of the RFP or the selection of Bidder.

The only exceptions to this prohibition are as follows:

- a. For the purpose of conducting necessary business arising from a pre-existing or on-going business relationship with Board;
- b. As part of any proposer interview process initiated by Board, which Board deems necessary in order to make a final selection;
- c. Bidders may request that the RFP and all posted RFP documents be sent via U.S. mail;
- d. Any Public Records Request made through Board;
- e. A public meeting of The Clark County Board of Elections at which the award of a contract(s), pursuant to this RFP has been placed on the agenda for discussion.

3. Scope of Proposal

The below specifications define the minimum requirements for the 150 iPads.

New, 8th Generation Apple iPad Wi-Fi enabled (10.2" 32GB, with charging block & 3' power cord)

Delivered to:

Tenex Software Solutions
5021 W. Laurel Street
Tampa, FL 33607

No later than June 1, 2021.

4. RFP Requirements and Proposal Submissions

4.1. Introduction and Executive Summaries

Bidders are required to submit a letter of introduction and executive summary of the proposal. The letter must be signed by a person authorized by your company to obligate you company to perform the commitments contained in the proposal. Submission of the letter will constitute a representation that your company is willing and able to perform the commitments contained in your proposal.

4.2. Solution Approach

Describe in detail how your company proposes to provide the iPads requested by the Board.

4.3. Implementation Schedule

Please provide a sample implementation schedule that outlines the process of providing the requested services.

4.4. Company Qualifications

Provide information on your company's background and qualifications that address the following:

- a. Name, address, telephone number, and email of a contact person; and
- b. A brief description of your company, as well as how any joint venture or third-party association would be structured; and
- c. A description of three projects similar in size and scope implemented by your company including client contact information and schedule and project summary. Descriptions should be limited to one page for each project.

4.5. Fee Proposal

Please refer to the information contained in the scope of work section in determining your fee structure. Vendor shall list all applicable fees, including but not limited to:

- a. One-time set up fees;
- b. Monthly and or annual processing fees;

- c. Software and equipment fees;
- d. Training fees;
- e. Per item fees;
- f. Any additional fees or charges not addressed in the scope of work section or listed above.

4.6. Affidavits and Bid Required Documents

The attached affidavit and document package (attachment 1) must be completed and signed by an authorized agent of your company. This package includes:

- a. Non-collusion affidavit
- b. Non-discrimination affidavit
- c. Personal property tax statement
- d. Affidavit in compliance with ORC 3517.13
- e. Bureau of Workers Compensation certificate
- f. Certificate of Liability Insurance with coverage amount listed on spreadsheet

4.7. Submission Location and Packaging

- a. The Board requires **one original proposal and three copies.**
- b. Proposals must be submitted no later than 9:00 a.m. on 3/2/2021. Submissions by fax, email, or other electronic means will not be accepted. The Board will not consider a proposal to be submitted until the time at which the proposal is actually received by the Board. There are no exceptions to this deadline, and proposals received after the deadline will be immediately rejected.
- c. Proposals may be submitted via hand delivery or U.S. Mail.
- d. Proposals must be received in a closed folder/binder or similar container and bear on its face the name and address of vendor and be plainly marked **“VOTING EQUIPMENT IPADS.”**
- e. Board is not responsible for proposals incorrectly addressed or for proposals delivered to any location other than the address specified on the cover sheet of this RFP.
- f. For hand delivery on the due date, Bidders are to deliver the proposals to the address specified on the cover page of this RFP. When hand delivering on the due date, proposers should allow sufficient time for traffic delays, accidents, parking, and security screenings.
- g. Submission of a proposal indicates acceptance by the Bidder of the conditions contained in this RFP.
- h. It is the responsibility of the Bidder to ensure that its proposal is delivered to the proper location by the designated time, including all submissions by U.S. Mail.
- i. Any bids submitted after the submission deadline will be deemed non-responsive and be rejected immediately.

- j. While a bidder has the discretion to formulate its proposal in any manner it chooses care should be taken to include the requirements contained in this RFP.

4.8. Errors and Omissions Disclaimer

The Board reserves the right to waive any minor defect or error or omission in Bidder's proposal if it does not materially affect the proposal or interfere with any competitive process, the Board must do so in writing. Failure to object to any of these minor errors will in no way alter or modify the RFP or excuse the vendor from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.

5. Proposal Selection Process

- a. Each proposal will be evaluated for responsiveness to the Scope of Work requirements of this RFP. Award will be made to the lowest and best bid(s). The evaluation criteria will include, but is not necessarily limited to:
 - a. The ability of the operation to meet the needs of the Board, including, but not limited to:
 - i. Promptly complete the work on a timetable acceptable to the Board.
 - ii. Provide a quality final product that will stand up to the rigors of regular use.
- b. Vendors may be required to make a presentation to explain their proposal and to answer any questions.
- c. The Board reserves the right to reject any proposal in which the bidder takes exception to the terms and conditions of the RFP; fails to meet the terms and conditions of the RFP, including but not limited to, the standards, specifications, and requirements specific in the RFP; or submits prices that the Board considers to be excessive, compared to existing market conditions, or determines exceed the available funds of the County.
- d. The Board will provide any bidder that submitted a proposal, but whose proposal is not selected for contract, a rejection notice. The notice will state the reasons for the rejection, indicate whose proposals were accepted, and provide a copy of the terms and conditions of the successful bids.
- e. Proposals and documents submitted with proposals do not become public record until after award of a contract(s).
- f. The Board reserves the right to declare as not acceptable any proposal which bears statements of conditionality, which were not part of the prepared proposal documents.
- g. Any oral communication will be considered unofficial and will not be binding against the County.
- h. Bidders are required to submit a sample agreement/contract with their proposal documents. Regardless of the sample agreement/contract submitted, no term of such agreement shall be mandatory; the Board may insist that language be added, removed or modified in the final

agreement/contract. All sample language must adhere to the further assurances requirements as listed in this RFP.

6. Further Required Assurances

The following terms are required to be adhered to throughout the contract period and also during any renewal/extension periods. The terms included in this section, and all terms throughout this RFP will take precedence over any terms included in contractor's terms and conditions. The following terms are non-negotiable. If selected Bidder refuses to abide by these terms, County may select the next most advantageous bidder.

- a. By submitting the RFP, the Bidder agrees that all terms of the RFP shall be included in the eventual agreement, and shall govern regardless of the proposed agreement submitted with the RFP.
- b. Any agreement shall state that it must be construed, enforced, and performed in accordance with the laws of the state of Ohio, and that venue for any legal action shall be in Clark County, Ohio.
- c. Any agreement must state that all parties shall abide by the requirements of the Ohio Public Records Law. Any agreement must state that, in the event that the board becomes liable to a third party for failure to comply with a legal public records request because the Board did not release a record relating to the agreement at the request of the contractor, the contractor shall indemnify the Board for any amounts that must be paid to the third party for such failure (including penalties and attorney's fees). Any agreement shall be deemed a public record and shall not be confidential.
- d. Any agreement shall not require any form of dispute resolution between the supplier and the County.
- e. Any agreement shall not contain any requirement that the Board indemnify or hold harmless the supplier for any reason or cause (including attorney's fees) or for any amount of money.
- f. There will be no retainage requirement for the contract(s) awarded.
- g. Liquidated damages: By submitting a proposal, the successful Bidder agrees to the liquidated damages clause herein. The Board shall have the right to deduct any and all liquidated damages from any funds due or to become due to the Contractor at the rate of \$500.00 (five hundred dollars) per day for each calendar day that the contractor does not provide the services as agreed in the contract if the non-performance is caused by any reason other than force majeure.
- h. Successful Bidder agrees to indemnify and hold the Board harmless for liability of any and all claims, demands, suits, in contract or in tort, actual or threatened, and from claims, demands, or suits, in contract or in tort, actual or threatened, and from damages or payments including, but not limited to, costs and expenses arising out of breach of contract or the acts or omissions of the successful bidder.

- i. Vendor shall assume full responsibility for and shall indemnify the Board for any damage to or loss of any Board property, including buildings, fixtures, furnishings, equipment, supplies, accessories or part resulting in whole or part from any negligent acts or omissions of the successful Bidder or any employee, agent or representative of the successful Bidder.
- j. For the purpose of Chapter 145 of the Ohio Revised Code, if vendor is an entity engaged in business and vendor has five or more employees, any individual employed by the vendor who provides personal services to County is not a public employee.

APPENDIX A
SAMPLE AGREEMENT BETWEEN THE BOARD OF ELECTIONS OF CLARK COUNTY, OHIO AND

WITNESSETH THAT;

WHEREAS, the BOARD OF ELECTIONS OF CLARK COUNTY, OHIO (hereinafter the "BOARD" selected the proposal of _____ (hereinafter the "VENDOR") pursuant to the Request for Proposals (hereinafter the "RFP) issued on February 9, 2021;

WHEREAS, the BOARD desires to contract with VENDOR to provide iPads to so the Board can install software to use them on Election Day.

NOW THEREFORE, for and in consideration of the promises and mutual covenants hereinafter stated, and pursuant to the terms of the RFP, this AGREEMENT is entered into this __ day of ____, 2021, by and between the BOARD and _____.

BOARD and VENDOR understand and agree that:

1. VENDOR shall provide the iPads as described in the Vendor's response to the Request for Proposals, which shall become the scope of work the VENDOR is obligated to perform.
2. For the above mentioned products and scope of work the BOARD shall pay VENDOR a total of ____ dollars (\$____) upon the completion and delivery of the work. Failure of VENDOR to accomplish its scope of work by the agreed dates shall be considered a material breach of contract and de-obligates the BOARD from any and all of its contractual obligations with VENDOR.
3. VENDOR agrees:
 - i. That in the hiring of employees for the performance of work under this agreement or any subcontract no contractor or subcontractor shall, by reason of race, color, religion, sex, age, handicap or military status as defined in Section 4112.01 of the Ohio Revised Code, national origin, or ancestry, discriminate against any citizens of this State in the employment of a person qualified and available to perform the work to which this contract relates.
 - ii. That no contractor, subcontractor, or any person acting on behalf of any contractor or subcontractor shall, in any manner discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this contract on account of race, color, religion, sex, age, handicap, or military status as defined in Section 4112.01 of the Ohio Revised Code, national origin or ancestry.
4. VENDOR understands and agrees that it is an independent contractor and agrees to indemnify and hold the BOARD harmless from liability of any and all claims, demands, or suits, in contract or tort, actual or threatened, and from damages or payments including, but not limited to, costs and expenses arising out of breach of contract or the acts or omissions of VENDOR.
5. VENDOR shall assume full responsibility for and shall indemnify the BOARD for any damage to or loss of any COUNTY property, including buildings, fixtures, furnishings, equipment, supplies, accessories, or part resulting in whole or part from any acts or omissions of VENDOR or any employee, agent, or representative of VENDOR.

6. For purposes of chapter 145 of the Ohio Revised Code, if VENDOR is an entity engaged in business and VENDOR has five or more employees, any individual employed by VENDOR who provides personal services to BOARD is not a public employee.
7. VENDOR shall provide proof of Workers' Compensation coverage by presenting a current Certificate showing current workers' compensation coverage for Ohio. VENDOR shall provide a Certificate of Liability Coverage naming the BOARD as additional insured. The insurance shall include at minimum Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments, with limits of at least \$1,000,000. Professional Liability Coverage, at least errors and omissions coverage with a minimum of \$1,000,000 per incident liability limit with the BOARD named as additional insured. Commercial General Liability insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of \$2,000,000 including coverage for subcontractors, if any are used. Umbrella or Excess Liability (over and above Commercial General Liability) with a limit of at least \$2,000,000.
8. VENDOR failure to maintain current insurance certificates at any time during the duration of the contract shall be deemed a breach of the contract. In the event of such breach, BOARD shall have the right to withhold any further payment(s) due to VENDOR and to terminate the contract immediately without liability for any such payment(s).
9. In lieu of termination, BOARD may, at its option, choose to withhold any further payment(s) due to VENDOR until VENDOR presents current certificates. In the event that VENDOR fails to present current certificates to BOARD's satisfaction, BOARD may exercise its right to terminate the contract in accordance with Section 8, above.
10. Should either party wish to terminate said agreement with or without cause, they may do so by submitting to the other party a notification of termination one month prior to termination.

IN WITNESS WHEREOF the undersigned parties are fully authorized by the BOARD and VENDOR respectively to execute this Agreement.

VENDOR:

Board of Elections, Clark County, Ohio

By: _____

By:

Jason Baker, Director

Approved as to Legal Sufficiency & Form

On behalf of Daniel Driscoll

Clark County Prosecuting Attorney