



## **LEGAL NOTICE**

### **REQUEST FOR BID SEALED BID 11-202**

**For**

**Election Support Services and Supplies**

**For**

**ST. CHARLES COUNTY GOVERNMENT  
ST. CHARLES, MISSOURI**

St. Charles County is seeking bids for **Election Support Services and Supplies**. The vendor must guarantee the quoted prices for a period of one year. The County, with the consent of the vendor, shall have the option for two (2) one year extensions under the same terms and conditions. The county reserves the right to terminate the contract for any violation, by the successful bidder, of any term or condition of the contract by giving thirty (30) Days written notice stating the reasons therefore and giving the party time to remedy any deficiencies.

## BID INSTRUCTIONS

One original and one [1] signed copy of the bid must be received in a sealed envelope plainly marked “**Sealed Bid 11-202 Election Support Services and Supplies**” with the date and time of the bid opening in the lower left corner of the envelope.

An authorized representative of the company/person submitting the bid must sign the bid, in blue ink.

Bids must be submitted to the St. Charles County Finance Department, 201 North Second Street Room 541 St. Charles MO 63301 prior to the bid opening.

**Bid opening will be on 12/12/2011 at 10:00 AM** , in **RM 523** of the St. Charles County Administration Building, 201 North Second Street, St. Charles, MO 63301.

St. Charles County reserves the right to accept and/or reject any and all bids.

Bid results may be obtained by emailing a request to the St. Charles County Purchasing Manager at [purchasing@sccmo.org](mailto:purchasing@sccmo.org), **no phone calls please**. Include the name and number of the bid and date of the bid opening when requesting the results. The time it takes for final bid results to be made public depends on the complexity of the project and the cost of the project.

### BID INQUIRIES

All questions or clarifications concerning this Request for Bid must be submitted in writing via E-mail (preferred), mail or fax to:

Rich Chrismer, Director of Elections  
St. Charles County Government  
Election Authority  
397 Turner Blvd  
St. Peters, MO. 63376  
Fax: (636)949-7552  
[rchrimer@sccmo.org](mailto:rchrimer@sccmo.org)

Melanie Stilson, Asst. Director of Elections  
St. Charles County Government  
Election Authority  
397 Turner Blvd  
St. Peters, Mo. 63376  
Fax: (636)949-7552  
[mstilson@sccmo.org](mailto:mstilson@sccmo.org)

- The bid number and title shall be referenced on all correspondence.
- All questions must be received no later than **5:00 PM** on **12/06/2011**. Any question received after this deadline may not be answered.

**Responses to questions/clarifications will be placed on the County's website <http://finance.sccmo.org/finance>. Check this website frequently for updates and any addendum that are issued.**

### Prohibited Communication

**Contact with any representative, other than through the procedure outlined in the section titled “Bid Inquiries”, concerning this request is prohibited. Representative shall include, but not be limited to, all elected and appointed officials, and employees of St. Charles County and the Agencies within St. Charles County. Any Offeror engaging in such prohibited communications may be disqualified at the sole discretion of St. Charles County.**

## TERMS AND CONDITIONS

- St. Charles County reserves the right to reject any and all bids or parts of a bid and waive technicalities, and to adjust quantities.
- All bids will be considered final. No additions, deletions, corrections, or adjustments will be accepted after the time of bid opening.
- All delivery costs or charges must be included in the F.O.B. destination bid price.
- City, County and State of Missouri Sales Tax and Federal Taxes are not applicable to sales made to St. Charles County and must be excluded.
- The contract shall be effective for the approximate twelve (12) month period from the date of the notice of award.
- The County, with the consent of the vendor, shall have the option to renew said contract for two (2) additional twelve (12) month periods at the same specifications and terms and conditions of any contract that may be derived from this request for proposal.
- The electronic version of this bid/RFP is available upon request. The document was entered into WORD for Microsoft Windows. The Purchasing Office does not guarantee the completeness and accuracy of any information provided on the electronic version. Therefore, respondents are cautioned that the hard copy of this bid/RFP on file in the Purchasing Office governs in the event of a discrepancy between the information contained in or on the electronic version and that which is on the hard copy.
- Vendors are required to clearly identify any deviations from the specifications in this document.
- An authorized officer of the company submitting the bid must sign all bids, in blue ink.
- Vendors must submit two [2] signed copies of their bid; one is to be an original and so marked.
- All prices and notations must be in blue ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in blue ink by the person signing the bid.
- St. Charles County will not award any bid to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent taxes, fees or licenses.
- Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as "No Bid" and "Void" and will not be opened.
- The successful bidder is specifically denied the right of using in any form or medium the names of St. Charles County or any other public entity within the St. Charles County for public advertising unless express written permission is granted.
- All bidders must possess the necessary and appropriate business and/or professional licenses in their field.
- Award will be made to the low responsive, responsible bidder, or to the offeror whose proposal is most advantageous to the County, price and other factors considered.

When payments are to be made to the County, award will be made to the most advantageous offer.

- County reserves the right to accept any item or group of items offered, unless the bidder qualifies his bid by specific limitations. The bid can be on an "all or none" basis if wording in the bid so states and if all items solicited are included in the bid.
- When applicable, provide unit prices and extension prices. Where there is disagreement in the unit and extension prices, the unit price shall govern.

**Employment of Unauthorized Aliens Prohibited (Missouri Revised Statutes Section 285.530)**

As a condition for the award of any contract or grant in excess of five thousand dollars by St. Charles County to a business entity, the business entity shall, by sworn affidavit and provision of documentation\*\*, affirm its enrollment and participation in a federal work authorization program (**E-Verify**) with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

An employer may enroll and participate in a federal work authorization program (**E-Verify**) and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. [RSMO 285.530 (4)]

Any entity contracting with St. Charles County shall only be required to provide the referenced affidavit on an annual basis. A copy of the affidavit is included in this bid request. Vendors may choose to send the required documentation using one of the following options:

- Send the notarized affidavit and E-Verify MOU signature page to: St. Charles County, Attn: Purchasing Manager, 201 N Second Street, Room 541, St. Charles, MO 63301 prior to responding to any solicitations; **OR**
- Send the notarized affidavit and E-Verify MOU signature page along with a bid solicitation response.

These documents will be kept on file. The notarized affidavit will remain current for **one year** from the date of the notarized affidavit.

**\*\* PLEASE NOTE:**

**Acceptable enrollment and participation documentation consists of a valid copy of the signature page of the E-Verify Memorandum of Understanding, completed and signed by the Contractor, and the Department of Homeland Security - Verification Division**  
**The online address to enroll in the E-verify program is:**

<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>

## **OPEN RECORDS**

Any and all information contained in or submitted with the bid becomes a public record subject to the Missouri Sunshine Law when the bids are opened. If the bidder believes that any information contained in or submitted with the bid is protected from disclosure by the Missouri Sunshine Law, the bidder must clearly identify what information the bidder believes is so protected and must also clearly identify the legal basis therefor.

## **BID SPECIFICATIONS**

The following specifications pertain to St Charles County's Election Support Services and Ballot printing for elections conducted in year 2012 and in years 2013 and 2014, if applicable through contract extension.

Current Quantity and Equipment being utilized: 180-Accuvote TSX and 180-Accuvote OS but provide servicing of any other brands of equipment that may be utilized in the future.

### **Support Services:**

- Provide all programming and services that must be compatible with the County's current voting equipment and tabulating system.
- Provide programming of ballot styles and audio ballots for the DRE touch screen machine.
- Provide knowledgeable on-site support services for the public test and for the duration of Election Days.
- Provide transportation and routine maintenance of voting devices.
- Provide test decks according to MO. Law, CSR rules.
- Provide St Charles County ETNet Ballot Tabulation Programming, using Windows Application Software.
- Provide preventative hardware maintenance and diagnostic test to be performed prior to Election Days.
- To provide a contact person available 24/7/365.
- To provide cost for all machine licenses.
- To provide all customers names and year of servicing for Diebold, Accuvote, and DRE systems using GEMS database.

### **Ballot Printing:**

- Ballot page layout and printing of Optical Scan ballots. Ballot page proofs must be furnished to the Election Authority for approval.
- Ballots to be printed per precinct by style number and color of ballot printed at top right hand corner. Absentee printed on absentee ballots. Provisional ballots to be printed on color 20 lb. paper stock for all federal elections with the word provisional printed on top.
- Amount of ballots required for each election will be supplied by the Election Authority.

**Supplies:**

- Include pricing for boxes to store cast voted ballots holding 500 per box in sizes 11", 14", 17", 18", 19" and 21" ballots.
- Include pricing for all supplies and memory cards for OS/DRE (or other future equipment); such as DRE paper products, encoders, and seals. OS products should include paper products, ribbons, seals, privacy envelopes, felt marker pens, etc.
- All supplies must be compatible with the County's current voting equipment and tabulating system.
- To provide prices for all other supplies necessary for support of equipment.

**All election supplies, computer chips, and voting devices are to be delivered to St Charles County no later than (20) Days prior to the Election.**

## Exception Sheet

If the item(s) and/or services proposed in the response to this bid is in any way different from that contained in this proposal or bid, the bidder is responsible to clearly identify all such differences in the space provided below. Otherwise, it will be assumed that the bidder's offer is in total compliance with all aspects of the proposal or bid.

Below are the exceptions or differences to the stated specifications (attach additional sheets as needed):

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Company: \_\_\_\_\_





**Ballot Printing**

Each election has multiple ballot formats and different quantity requirements; therefore, please provide pricing for tiered quantity orders on different size forms:

**11-inch ballot:**    **One Sided-**\$\_\_\_\_\_ **per** \_\_\_\_\_ **(Indicate unit of measure)**

**Two Sided-**\$\_\_\_\_\_ **per** \_\_\_\_\_ **(Indicate unit of measure)**

**14-inch ballot:**    **One Sided-**\$\_\_\_\_\_ **per** \_\_\_\_\_ **(Indicate unit of measure)**

**Two Sided-**\$\_\_\_\_\_ **per** \_\_\_\_\_ **(Indicate unit of measure)**

**17-inch ballot:**    **One Sided-**\$\_\_\_\_\_ **per** \_\_\_\_\_ **(Indicate unit of measure)**

**Two Sided-**\$\_\_\_\_\_ **per** \_\_\_\_\_ **(Indicate unit of measure)**

**18-inch ballot:**    **One Sided-**\$\_\_\_\_\_ **per** \_\_\_\_\_ **(Indicate unit of measure)**

**Two Sided-**\$\_\_\_\_\_ **per** \_\_\_\_\_ **(Indicate unit of measure)**

**19-inch ballot:**    **One Sided-**\$\_\_\_\_\_ **per** \_\_\_\_\_ **(Indicate unit of measure)**

**Two Sided-**\$\_\_\_\_\_ **per** \_\_\_\_\_ **(Indicate unit of measure)**

**21-inch ballot:**    **One Sided-**\$\_\_\_\_\_ **per** \_\_\_\_\_ **(Indicate unit of measure)**

**Two Sided-**\$\_\_\_\_\_ **per** \_\_\_\_\_ **(Indicate unit of measure)**

Please identify any additional fees to be charged, including but not limited to:

Set-Up Fee \$ \_\_\_\_\_

Minimum per Election \$ \_\_\_\_\_

**Supplies:**

Description	Item or Part #	UOM	Price Per UOM
Cast ballot storage box 11"			
Cast ballot storage box 14"			
Cast ballot storage box 18"			
<b>DRE paper products (list products available)</b>			
<b>OS paper products (list products available)</b>			
DRE Encoders			
OS Encoders			
DRE Seals			
OS Seals			
OS Ribbons			
Privacy envelopes			

Other Products available that are not listed:			
<b>Description</b>	<b>Item or Part #</b>	<b>UOM</b>	<b>Price Per UOM</b>

\_\_\_\_\_ **Authorized signature**

**Date** \_\_\_\_\_

**THIS FORM MUST BE COMPLETED AND ENCLOSED WITH THE BID**

**Audit Clause for Contracts**

Examination of Records

The Contractor's records must include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The contractor must preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. Since the Contractor is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding the Contractor's operations, obtained during audits, will be kept confidential.

The Contractor will require all subcontractors under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

Vendor Information

Company Name: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Business Hours: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_  
(Indicates acceptance of all bid terms and conditions)

Date: \_\_\_\_\_

# AFFIDAVIT OF WORK AUTHORIZATION

Comes now \_\_\_\_\_ as \_\_\_\_\_ first being duly  
(Name) (Office held)

sworn, on my oath, affirm \_\_\_\_\_ is enrolled and will  
(Company name)

continue to participate in a federal work authorization program in respect to employees that will work

in connection with the contracted services related to \_\_\_\_\_  
\_\_\_\_\_  
(Describe project or insert bid number)

for the duration of the contract, in accordance with RSMo Chapter 285.530 (2). I also affirm that  
\_\_\_\_\_ does not and will not  
(Company name)

knowingly employ a person who is an unauthorized alien in connection with the contracted services  
related to the \_\_\_\_\_  
\_\_\_\_\_  
(Describe project or insert bid number)

for the duration of the contract.

***In affirmation thereof, the facts stated above are true and correct (the undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo).***

\_\_\_\_\_  
Signature (person with authority)

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_. I am commissioned as a notary  
(Day) (Month & Year)

Public within the County of \_\_\_\_\_, State of \_\_\_\_\_, and my  
commission expires on \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Date