

**UTAH COUNTY, UTAH**

**REQUEST FOR PROPOSALS  
FOR  
POLL WORKER TRAINING SERVICES**

**MARCH 2010**

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## **SECTION 1: INTRODUCTION**

### **1.1 OBJECTIVE**

Utah County (“the County”) is requesting proposals for the training of all poll workers, early voting poll workers and election day rovers for the 2010 election cycle. Training is to be conducted to train poll workers in the procedures and practices of Utah County as well as the terms laid out in Utah State Code 20A, which governs conduct of Election in the State of Utah..

### **1.2 BACKGROUND INFORMATION ABOUT THE COUNTY**

The County is located in north-central Utah, immediately south of Salt Lake County, Utah. The County, incorporated in 1850, covers an area of approximately 2,143 square miles. The County had an estimated 530,837 residents according to the 2008 U.S. Census Bureau estimate, making it the second largest county by population in the state of Utah. The County’s general fund budget for 2010 is approximately \$81.8 million. The County’s fiscal period is the calendar year (i.e., January-December).

### **1.3 CONTRACT INFORMATION**

The selected provider will be required to execute a professional service contract with the County. A sample of this contract is included as Exhibit D of this RFP.

### **1.4 DESCRIPTION OF POLL WORKER TRAINING NEEDS**

Training will be conducted in classes not to exceed 20 people for between 500 and 800 poll workers, early voting poll workers and election day rovers. Training is to be conducted using materials developed by the County, with input for improvement and modification of materials to be provided on an ongoing basis by poll worker trainers.

The great bulk of training is to be conducted during regular business hours during the regular work week. At the option of the County it may be necessary to conduct a limited amount of training outside regular work hours and/or on Saturdays. Such training will be scheduled on an as-needed basis to accommodate the needs of poll workers.

The creation and operation of a web site that allows prospective poll workers to sign on and schedule their training is also needed. Such site should allow poll workers to schedule their training and provide the County with lists of who is signed up and when.

It will also be required for poll worker trainers to call, when necessary, poll workers who need to be scheduled for training. It also may be necessary to reschedule training classes, necessitating that poll workers be called to reschedule their training. Such work will be supervised and directed by the County.

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## **1.5 SCOPE OF WORK**

The County is requesting proposals for poll worker training services. These services are needed to provide all of the necessary training of poll workers, early voting poll workers and election day rovers. The scope of work shall include the items below, but may be added to by agreement of County and training provider:

- a. Create and test function of poll worker training scheduling web site.
- b. Participate in initial review and revisions of 2010 training materials.
- c. Work with County to facilitate improvement and revisions of training materials on an as needed basis. .
- d. Conduct all poll worker, early voting poll worker and election day rover training classes.
- e. Keep track of attendance of poll workers at training classes.
- f. Assist County in getting poll workers scheduled. May need to call poll workers and get them scheduled.
- g. Call poll workers to reschedule training as needed.

The respondent should also be prepared to provide the following services:

- a. Train poll workers on Utah State Election laws and Utah County procedures and practices for setting up and operating polling places.
- b. Train poll workers in the setup, operation, troubleshooting and paperwork processes associated with electronic voting equipment used by Utah County. Such training will include opening and closing procedures for polling places.

## **1.6 DURATION OF WORK**

The initial contract shall commence upon approval by the County and will be for the 2010 election cycle, including all special elections and bond elections.

## **SECTION 2: PROCUREMENT RULES AND PROCEDURES**

### **2.1 PROCEDURE**

The procedures related to this RFP are as follows:

- a. Interested entities will prepare and submit their proposals according to the Procurement Timetable contained in Subsection 2.3.
- b. The County and/or its representatives will evaluate all submitted proposals to determine acceptance or rejection of the proposals.
- c. The selected provider will be required to sign the contract which is attached as Exhibit D.

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## 2.2 RULES OF PROCUREMENT

This procurement shall conform to and is governed by the County’s Procurement Rules and Regulations established by the office of the County’s purchasing agent.

All proposals must be submitted in the proposal format outlined in Section 3, “Instructions for Proposal Preparation,” of this RFP.

All prospective providers must meet the required criteria as of the date of submission. Respondents must provide all requested information in the Detailed Information Response Form.

The County has established certain requirements with respect to proposals to be submitted by respondents. The use of “shall”, “must”, or “will”, in this RFP indicates a requirement or condition from which a material deviation will not be approved by the County.

## 2.3 PROCUREMENT TIMETABLE

<b>REQUIRED ACTIVITY</b>	<b>SCHEDULED DATE</b>
RFP Issuance Date	March 25, 2010
Closing Date for Receipt of Proposals	April 9, 2010 at 3:00 pm MDT

## 2.4 CONTACT INFORMATION

Questions and clarifications regarding this RFP should be directed at least twenty-four (24) hours prior to the submission deadline either by telephone, fax, or email to:

Scott C. Hogensen  
Utah County Clerk/Auditor’s Office  
Phone:(801) 851-8124  
Fax:(801) 851-8122  
Email: ScottCH.UCADM@state.ut.us

Business hours are Monday-Friday, 8:00 a.m. through 5:00 p.m. MST.

## 2.5 EVALUATION CRITERIA

A point evaluation system will be used to rank the proposals. Point ranges have been assigned to each category in accordance with the County’s determination of their relative importance. The evaluation criteria and their assigned points are listed in the following table:

<b>EVALUATION CRITERION</b>	<b>ASSIGNED POINTS</b>
Cost	0-50
Experience	0-10
References	0-10
Credentials	0-10
Approach	0-15
Responsiveness of Proposal	0-5

### **SECTION 3: INSTRUCTIONS FOR PROPOSAL PREPARATION**

#### **3.1 PROPOSAL ORGANIZATION AND NUMBER OF COPIES**

Each respondent must submit five (5) copies of its proposal to the County’s Purchasing Agent. The envelope containing the proposal must be clearly labeled “PROPOSAL - POLL WORKER TRAINING SERVICES.” The proposal must be delivered before 3:00 p.m. MST on the closing date to:

Susan Shepherd, Utah County Purchasing Agent  
100 East Center Street, Suite 3600  
Provo, Utah 84606

The proposal must include (in the following order):

- Title page
- Transmittal letter
- References
- Completed Detailed Information Response Forms provided in the RFP, including all requested attachments.
- Signature Page certifying that the respondent understands the terms and conditions of the RFP and intends to abide by them if awarded a contract.

#### **3.2 PROPOSAL INCLUSION REQUIREMENTS**

To be considered, a proposal must contain all sections as described in Subsection 3.1. Additionally, all respondents must answer all questions contained in Subsections 4.2, 4.3, and 4.4. Requested documentation relating to these forms must be attached. Responses must be on the included forms—no exceptions or substitutions will be allowed. If the respondent requires additional space, plain sheet(s) of paper may be used and attached to the form(s).

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The occurrence of any of the following may result in disqualification of a respondent:

- a. Failure to respond within the established timetable.
- b. Failure to completely answer all questions on the proposal.
- c. Use of any other form or format other than those indicated in the RFP.
- d. Failure to provide requested documentation at the time of proposal submission.
- e. Illegible responses.
- f. Failure to sign and return the Signature Page.

## **SECTION 4: PROPOSAL REQUIREMENTS**

### **4.1 TITLE PAGE**

The title page must show the title of the RFP, the firm's name, and the names, titles addresses, and telephone numbers of at least two key contacts.

### **4.2 TRANSMITTAL LETTER**

The transmittal letter shall be on the bidder's official business letterhead and must be signed by an authorized agent of the firm. The letter of transmittal shall include:

- **Qualifications Section** - This section should contain a general description of the firm, a description of the firm's experience with providing poll worker training.
- **Approach Section** - This section should provide a timeline of the approach that will be followed and describe how the firm will communicate, educate, and coordinate efforts with the County to successfully complete poll worker training for 2010.
- **Cost Proposal Section** - This section shall include estimated hours, hourly rates and/or per student trained rates, and expenses to conduct all poll worker training for 2010.

### **4.3 REFERENCES**

The respondent shall furnish references of at least two governmental entities for which the respondent has provided poll worker training services within the last three years. References shall also include:

- References must include the name of the agency or municipality, the name, address and telephone number of a relevant contact person within the agency or municipality, and a brief description of the services provided.
- A statement indicating whether the respondent is a corporation or other legal entity.

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- A statement of affirmative action that the respondent does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap.

#### **4.4 DETAILED INFORMATION RESPONSE FORM**

The Detailed Information Response Form attached as Exhibit A must be completed and included in the submission.

#### **4.5 SIGNATURE PAGE**

A signature page in the form attached as Exhibit B must be executed and included in the submission.

#### **4.6 VENDOR CERTIFICATION FORM**

The Vendor Certification form attached as Exhibit C must be completed and witnessed by a notary public and included in the submission.

### **SECTION 5: EVALUATION PROCEDURES**

#### **5.1 ACCEPTANCE OF PROPOSAL**

The County reserves the right to reject any or all proposals or waive minor irregularities when to do so would be in the best interests of the County. Minor irregularities are those which will not have a significant adverse effect on overall competition or performance levels.

The responding party agrees that the County may terminate this procurement procedure at any time, and the County shall have no liability or responsibility to the responding party for any costs or expenses incurred in connection with this RFP, or such party's response.

#### **5.2 DISPOSITION OF PROPOSALS**

All proposals (and the information contained therein) shall become the property of the County. No proposals shall be returned to the respondent regardless of the outcome of the selection process.

All proposals will be evaluated by authorized representatives of Utah County.



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## **SECTION 6: TERMS AND CONDITIONS**

### **6.1 GENERAL**

The County will award a contract in reliance upon the information contained in proposals submitted in response to the RFP. Utah County will be legally bound only when and if there is a definitive signed agreement with the awarded provider.

It is vitally important that any person who signs a proposal or contract on behalf of a provider organization certifies that he or she has the authority to so act. The provider who has its proposal accepted may be required to answer further questions and provide further clarification of its proposal and responses.

Receiving this RFP or responding to it does not entitle any entity to participate in services or transactions resulting from or arising in connection with this RFP. The County shall have no liability to any person or entity under or in connection with this RFP, unless and until the County and such person shall have executed and delivered a definitive written agreement.

By responding to this RFP each responding party acknowledges that neither the County nor any of its representatives is making or has made any representation or warranty, either express or implied, as to the accuracy or completeness of any portion of the information contained in this RFP. The responding party further agrees that neither Utah County nor any of its representatives shall have any liability to the responding party or any of its representatives as a result of this RFP process or the use of the information contained in this RFP. Only the terms and conditions contained in a contract when, as, and if executed, and subject to such limitations and restrictions as may be specified therein, may be relied upon by the responding party in any manner as having any legal effect whatsoever.

### **6.2 CONFLICT OF INTEREST**

The responding party certifies, through execution of the contract, that no person in the County's employment, directly or through subcontract, will receive any private financial interest, direct or indirect, in the contract. The responding party will not hire nor subcontract with any person having such conflicting interest.

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**EXHIBIT A**

**DETAILED INFORMATION RESPONSE FORM**

To receive full consideration, submitted proposals must contain responses to **all** questions.  
**Failure to respond to all questions may result in exclusion from participation in this RFP.**

COMPANY NAME & ADDRESS: \_\_\_\_\_

\_\_\_\_\_

Is this an Office: \_\_\_\_\_, Home: \_\_\_\_\_, Shop: \_\_\_\_\_, Other: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_ Emergency Number: (\_\_\_\_) \_\_\_\_\_

Cell Phone Number: (\_\_\_\_) \_\_\_\_\_ Fax Number: (\_\_\_\_) \_\_\_\_\_

Email Address: \_\_\_\_\_

COMPANY OWNER: \_\_\_\_\_

COMPANY PRESIDENT: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ Phone: \_\_\_\_\_

Type of Company (Partnership, Corporation, Venture etc.): \_\_\_\_\_

If a Corporation, in what State Incorporated: \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

Business License Number: \_\_\_\_\_

D&B DUNS Number: \_\_\_\_\_

State of Utah Professional License Type(s) and License Number(s) \_\_\_\_\_

How long has this company been in business: \_\_\_\_\_ Years, and \_\_\_\_\_ Months.

Officers authorized to execute contracts: \_\_\_\_\_

\_\_\_\_\_

What would happen to your company in the event of the owner's absence or death?

\_\_\_\_\_

Brief History of the Company: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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**EXHIBIT B**  
**SIGNATURE PAGE**

I hereby certify that the information submitted by me/my company in response to this RFP, including the pricing and other information in this Proposal Response Form is true and accurate. I understand that Utah County has the right to reject any or all proposals, to waive minor irregularities when to do so would in the best interests of Utah County.

Name of Firm \_\_\_\_\_

Print Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_



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**EXHIBIT D  
SAMPLE CONTRACT**

**AGREEMENT NO. 2010 - \_\_\_\_\_**

**AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_ day of March, 2010, by and between **UTAH COUNTY**, a body corporate and politic of the State of Utah, hereinafter referred to as the **COUNTY**, and, \_\_\_\_\_ of \_\_\_\_\_, hereinafter referred to as **CONTRACTOR**.

**WITNESSETH:**

**WHEREAS**, COUNTY, a body corporate and politic, desires to secure actuarial services; and

**WHEREAS**, CONTRACTOR is willing to provide such services for COUNTY in consideration for receiving such fees and other considerations as herein provided;

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

**1. DESCRIPTION OF WORK**

In consideration of the compensation set forth in Section 2, the CONTRACTOR agrees to provide the following services:

Conduct training in classes not to exceed 20 people for between 500 and 800 poll workers, early voting poll workers and election day rovers. Training is to be conducted using materials developed by the County, with input for improvement and modification of materials to be provided on an ongoing basis by poll worker trainers.

**2. COMPENSATION:**

In exchange for the services listed in Section 1, COUNTY will pay CONTRACTOR the following: \_\_\_\_\_. COUNTY shall make payment to CONTRACTOR for all services performed by CONTRACTOR pursuant to this Agreement. CONTRACTOR shall submit a written invoice for services rendered and the COUNTY shall pay the invoiced fee within thirty (30) days after receipt of the invoice by the COUNTY.

Invoices for shall be submitted to:

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Utah County Auditor's Office  
Attn: Accounts Payable  
100 E. Center St, Ste 3600  
Provo, UT 84606

**4. INDEPENDENT CONTRACTOR**

CONTRACTOR states and affirms that CONTRACTOR is acting as an independent contractor, holding out to the general public as an independent contractor for other work or contracts as seen fit; that CONTRACTOR advertises services as seen fit to the general public, maintains an office or place of employment separate from Utah County, and that this Agreement is not exclusive of other agreements, contracts or opportunities.

The parties intend that an independent contractor relationship will be created by this Agreement. COUNTY is interested only in the results to be achieved, and the conduct and control of the work will lie solely with CONTRACTOR. CONTRACTOR is not to be considered an agent or employee of COUNTY for any purpose, and the employees of CONTRACTOR are not entitled to any of the benefits that COUNTY provides for County's employees. It is further understood that CONTRACTOR is free to contract for similar services to be performed for others while working under the provisions of this Agreement with COUNTY.

Both parties agree that CONTRACTOR shall be deemed an independent contractor in the performance of this Agreement, and shall comply with all laws regarding unemployment insurance, disability insurance, and workers' compensation. As such, CONTRACTOR shall have no authorization, express or implied, to bind COUNTY to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for COUNTY. The compensation provided for herein shall be the total compensation payable hereunder by COUNTY.

**5. INDEMNIFICATION**

CONTRACTOR shall defend, indemnify, save and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, causes of action, orders, decrees, judgments, losses, damages, and liabilities (including all costs and attorney's fees incurred in defending any claim, demand, or cause of action) occasioned by, growing out of, or arising or resulting from (a) CONTRACTOR's, its subcontractors', agents' or employees' performance of the contract or their provision of any services required herein to be performed by the CONTRACTOR or its subcontractors, agents or employees, and (b) any act or omission of the CONTRACTOR, or its subcontractors, agents

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or employees. The CONTRACTOR shall assume sole liability for any injuries or damages caused to a third party as a result of fulfillment of the contract.

**7. SUPERVISION AND INSPECTION:**

In the performance of the work herein contemplated, CONTRACTOR has the authority to control the services rendered.

**8. EMPLOYMENT STATUS VERIFICATION**

The CONTRACTOR shall register and participate in the Status Verification System and comply with Utah Code Annotated Section 63G-11-103 of the Identity Documents and Verification Act. The CONTRACTOR shall by contract require its contractors, subcontractors, contract employees, staffing agencies, or any contractors regardless of their tier to register and participate in the Status Verification System and comply with Utah Code Annotated Section 63G-11-103 of the Identity Documents and Verification Act.

**9. DURATION**

a. This initial term of this agreement shall commence on the date of execution of the Agreement and shall terminate on December 31, 2010.

b. This Agreement shall automatically renew for additional one-year periods, commencing January 1 each year, upon the same terms and conditions, unless otherwise terminated as provided for herein.

c. This Agreement may be terminated for any reason by COUNTY upon thirty (30) days written notice to the CONTRACTOR, without prejudice to any other right or remedy COUNTY

**10. CONFLICT OF INTEREST**

The CONTRACTOR certifies, through execution of the contract, that no person in the COUNTY'S employment, directly or through subcontract, will receive any private financial interest, direct or indirect, in the contract. The CONTRACTOR will not hire or subcontract with any person having such conflicting interest.

**11. GENERAL COVENANTS**

The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa. The paragraph and section headings contained in this Agreement are for convenience only, and do not constitute a part of the provisions hereof. This

\_\_\_\_\_  
Agreement may not be assigned without the prior written consent of COUNTY. In the event of a conflict in the terms and conditions of this Agreement with the terms and conditions of the RFP or CONTRACTOR'S response thereto, the terms and conditions of this Agreement shall govern. This Agreement contains the entire Agreement between the parties and cannot be modified or amended except by written agreement signed by both parties.

IN WITNESS WHEREOF the parties have caused this Agreement to be duly executed on the date set forth above.

BOARD OF COUNTY COMMISSIONERS  
UTAH COUNTY, UTAH

\_\_\_\_\_  
Steve White, Chairman

ATTEST:  
Bryan E. Thompson  
County Auditor/Clerk

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
Jeffrey R. Buhman  
Utah County Attorney

CONTRACTOR:

By: \_\_\_\_\_  
Deputy County Attorney

\_\_\_\_\_