

**BID SPECIFICATIONS PRINTING OPTICAL SCAN PAPER BALLOT PAGES FOR
PRIMARY ELECTION 2023**

ISSUED BY: MAHONING COUNTY BOARD OF ELECTIONS (MCBOE)
345 OAK HILL AVE., Suite 101
YOUNGSTOWN, OHIO 44502
Jan 31, 2023

BIDS DUE NOT LATER THAN: 4:00 PM, Tuesday Feb 7, 2023

BIDS WILL BE AWARDED AT THE REGULAR/SPECIAL SCHEDULED MEETING OF THE BOARD ON Tuesday Feb 7, 2023 AT 4:00 P.M.

Examples of the item that is the subject of this bid may be reviewed at the Mahoning County Board of Elections, Suite 101. Technical assistance inquiries may be directed to the IT Supervisor, Chris Rakocy, 330-783-2474, Ext. 6616.

Each bid for printing of paper ballots at the polls must be accompanied by a performance bond satisfactory to the Board of Elections in a sum double the amount of the bid, conditioned upon the faithful performance of the contract for such printing as may be awarded and for the payment of damages by such bidder to the Board of Elections for any excess of cost over the bid which the Board of Elections may be obliged to pay for such work by reason of the failure of the bidder to complete the contract according to its terms.

THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS.

By order of the:

MAHONING COUNTY BOARD OF ELECTIONS

MAHONING COUNTY BOARD OF ELECTIONS

David J. Betras, Chairman	Thomas P. McCabe, Director
Members: Sandra Barger	Melissa J. Wasko, Deputy Director
Robert Aurandt	345 Oak Hill Ave., Suite 101
Joyce Kale-Pesta	Youngstown, Ohio 44502

I. SCOPE OF SERVICES

A. PURPOSE

This document is a bid request issued by the Mahoning County Board of Elections (MCBOE) for the printing with consecutive numbers of the paper ballots for the polls with stub numbers for the Primary Election of 2023.

B. BACKGROUND

The Mahoning County Board of Elections conducts all elections that are held in Mahoning County. There are approximately 163,000 individual registration card records in the automated Voter Registration Management System (VRMS) maintained by the MCBOE; of which 98% are considered active in Mahoning County. Each voter is assigned to vote in one of 212 precincts. There is an average of 770 registered voters assigned to each precinct, although some have as many as 1,000 voters.

C. REQUIRED SERVICES

1. The awarded bidder shall be required to print all paper ballot pages for the Primary Election of 2023.
2. Such printing shall be for the purpose of conducting the Primary Election held in the year 2023.
3. Paper Ballots are to be run on a digital press. Finished absentee ballot size is 8 ½ by 14" with a 3" perforated stub. Ballot Stubs must contain the Precinct Identification in Bold Lettering Ballot stubs will be placed on the top of the ballot pages. Ballots must be perforated and stubbed, consecutive numbering by precinct. Precinct identification should be imprinted at the time of numbering. Ballot must contain the names of all candidates and issues. Stock must conform to ES&S specifications and must be coded by printer. Registration tolerance at + .0010. Total number of ballots will be determined by the percentage of total voters mandated by the Secretary of State. (There are 212 precincts as of this bid.) Ballots will be printed in black. No changes/additions/deletions to any of the ballots provided shall be made by the contractor without the prior written approval of the Board of Elections.
4. Final inspection of the printing equipment and supplies are to be available to the Board of Elections as soon as possible. No ballots shall be printed until final approval has been granted by the Board of Elections.
5. A PDF of all print images will be sent to the vendor's IT Chris Rakocy, (crakocy@mahoningcountyoh.gov) with the actual ballot images.
6. Delivery Dates: 21 Days before Election.

D. VENDOR RESPONSIBILITIES.

1. The vendor is responsible for meeting all the optical ballot specifications from the ballot tabulation company (ES&S).

2. Two sample ballots of every precinct of the Primary Elections in the year 2023 by e-mail shall be submitted to the MCBOE for testing and approval prior to the printing of the order. The selected vendor is responsible for the timely delivery of these samples.
3. The vendor must also provide one voted test deck upon the receipt of the print file, 30 calendar days prior to the scheduled election. The test deck needs to come with the voted results and folded. Additional test decks are to be furnished by the vendor upon request of the MCBOE.
4. Include all testing cost into grand total of your proposal.
5. Split Districts: A list of split districts will be provided to the selected vendor for them to maintain in their data files for the use of creating precinct optical scan ballots. Vendor must have the ability to suppress precincts or sub precincts from the total data. The Vendor must have the ability to print on the ballot below the City, Ward, and Precinct the district, when applicable for a split district.
6. Any pickup or delivery charges for the durations of this contract period shall be reflected in the grand total of this proposal. As part of this proposal, include the cost per additional delivery as a line item.

E. REQUIRED DELIVERABLES

1. Form of Bid: All bids shall be submitted to the Board of Elections and sealed in a properly identified envelope as a bid for printing "Bid Enclosed Paper Ballots at Polls". A sole bid is required covering all items specified. Partial bids shall be rejected. Bids submitted by facsimile transmission shall be rejected. The Board reserves the right to reject any or all bids.

F TIME OF COMMENCEMENT AND COMPLETION OF WORK

- 1 The awarded bidder shall commence and complete printing strictly upon instructions of the director, deputy, IT or staff managers assigned to this project.
- 2 If printing is delayed due to changes ordered by any of the above a reasonable extension of the completion time will be considered. No claims shall be made on the Board other than as provided above.

G BOARD OF ELECTIONS COMMITMENTS

- 1 The Board of Elections shall assign a members of its staff to serve as managers of this project. Project managers shall facilitate the selected bidder's activities, provide access to relevant individuals and data, and be

responsible to review the selected bidder's performance. Project managers shall not be directly nor indirectly responsible for performing any project activities for the selected bidder.

- 2 The Board of Elections shall assure that the selected bidder has timely access to the degree feasible to relevant available data, supplies, personnel, etc.

H TIME OF AWARDING OF BID

All bids will be opened at a public bid opening. The Board of Elections will award bids at the Feb 7, 2023 at 4:00 p.m. scheduled Regular/ Special Board Meeting.

I. PROPOSAL REQUIREMENTS

A. EVALUATION AND SELECTION

1. Bids received after the deadline shall be returned to the bidder.
2. Only those bids received by the published bidding deadline shall be evaluated.
3. Contracts shall be awarded to the "lowest" and "best" bidder. The Board of Elections shall make the final determination as to the "lowest" and best" bid.
4. Prospective bidders may be required, at their expense, to orally present their bids at the time and place specified by the Board of Elections.
5. Evidence of Ability to Do Work: Bidders must present evidence to the Director, Deputy and IT when required to do so, that they are fully competent and have the necessary facilities and pecuniary resources to deliver the material and complete the work to be performed hereunder in a satisfactory manner and within the time specified. This may include an onsite inspection before or during printing.
6. Bid Performance Bond: Each bid for printing of the absentee ballot on demand pages must be accompanied by a performance bond satisfactory to the Board of Elections in a sum double the amount of the bid, conditioned upon the faithful performance of the contract for such printing as may be awarded and for the payment of damages by such bidder to the Board of Elections for any excess of cost over the bid which the Board of Elections may be obliged to pay for such work by reason of the failure of the bidder to complete the contract according to its terms.
7. Rejection or Acceptance of Bids: In awarding a contract, the Board reserves the right to consider all elements entering into the question of determining the responsibility of the bidder. Any bid which is incomplete, conditional, obscure, or which contains additions not called for, or irregularities of any kind, may be cause for rejection of bid.
8. The accepted bid price shall not exceed the following for each item.

PAPER BALLOTS AT THE POLLS – 75,000 Ballots Approximately, but
not limited too.

	17 inch Ballot Including Stub
1 Page	\$ 0.40
2 Pages	\$ 0.80
3 Pages	\$ 1.30
4 Pages	\$ 1.70

PRINTED & BLANK A TEST DECKS

	17 inch Ballot Including Stub
Up to 4 Pages	\$ 0.50 Each Side

9. Only the amount ordered for each election can be invoiced.
10. The Board of Elections reserves the right to reject any or all bids.
11. Currently the ballots are for the Election Systems and Software DS200 Scanner System and the 850 Central Scanner System.
12. The selected vendor must be able to accommodate MCBOE staff at their facility on a daily basis during the time leading up to each election.
13. The selected vendor must be able to provide a system that will assign paper ballots in a partisan primary.

B GENERAL TERMS AND CONDITIONS

(The following terms and conditions shall apply to any and all bids submitted.)

- 1 No proposal shall be withdrawn after it has been submitted to the Board of Elections.
- 2 The Board of Elections, or any other entity involved in this project, assumes no liability for any costs incurred by the bidder in the preparation of their bid nor during the bid evaluation process.
- 3 The Board of Elections reserves the right to consider all elements entering into the questions of determining the responsibility of the bidder.
- 4 All prices shall be in exact amounts with no estimates nor contingencies.
- 5 No additions or deletions to a bid shall be permitted. Corrections of errors in a bid after the indicated bid due time shall not be permitted except for math errors which are clearly evident to the Board of Elections.

- 6 A bid may not contain erasures or errors corrected with any type of correction fluid. All such bids shall be deemed null and void and shall not be accepted.
- 7 Bids sent by facsimile transmission shall not be accepted. Any faxed bids received by the Board of Elections shall not be evaluated and shall be returned to the bidder.
- 8 The Board of Elections shall not award a contract for the provision of the services defined in the bid specifications in violation of Section 3517.13 of the Ohio Revised Code.
- 9 The selected bidder shall start on this project when informed by Board of Elections IT that all files have been completed.
- 10 Explanations, Written and Oral: Should a bidder find any discrepancy in or omission from the specifications, bidder shall at once notify the Director of the Board of Elections, who will send written instructions to all bidders. The Board will not be responsible for any oral instructions. If any bidder is in doubt as to any of the written instructions or specifications, bidder should contact the Director of the MCBOE.
- 11 As part of the selection process, the vendor may be required to provide a list of other counties or identities that similar work was performed by the vendor that are in these bid specifications.

III. CONTRACTING REQUIREMENTS

A. TYPE OF CONTRACT

The type of contract used will be the standard contract issued by the Board of Elections, prescribed by the Secretary of State, Form No. 64.

B CONTRACT TERMS AND CONDITIONS

The following terms and conditions, and those terms and conditions stated elsewhere in the bid specifications, shall be applied to the contract between the Board of Elections and the selected bidder.

1. The bid specifications and the selected contractor's bid shall become part of the contract.
2. The contract shall be subject to interpretation under the laws of the State of Ohio and shall be subject to the review of the Mahoning County Prosecutor's Office as to legal form and correctness.
3. The selected contractor shall agree to indemnify and save harmless the Board of Elections and all other government entities involved in the project represented by this bid from suits and actions of every nature and description brought against the contractor for or on account of any injuries or damages received or sustained by a party or parties or from any acts of the contractor, his servants or agents.

4. No part of the work described in the bid specifications shall be assigned, transferred, conveyed, sublet, or otherwise disposed of without the prior written consent, knowledge, and approval of the Board of Elections.
5. Acceptance of Performance is a Condition of the Contract.
 - a.) It shall be understood and agreed that the Board of Elections shall determine with finality the satisfactory quality of the services and/or products furnished under the contract. Failure to meet the Board's performance requirements is a reason for the termination of the agreement, and the contractor shall be liable to the Board for any excess cost and/or expenses incurred by the Board thereafter
 - b.) Penalty Charges: The selected contractor is responsible for the quality and delivery of the services rendered. Unsatisfactory quality and/or delivery of services product may result in a penalty charge of five percent (5%) of the amount charged for that particular election. Penalty charges will only be invoked if the selected contractor is unwilling or unable to correct or remedy the unsatisfactory conditions in a timely fashion
6. The MCBOE (The Board) reserves the right to terminate the contract at any time during the term of this contract. In the event the contract is terminated by the Board, five days advance written notice shall be given to the contractor. The contractor shall provide all services and/or products required by the contract up to the contract termination date. Under no circumstances shall the Board be responsible for any type of penalty payment on the termination of the contract. The contractor shall be reimbursed for all services and/or products provided to the contract termination date.
7. The awarding of the contract to the selected contractor shall not indicate that the selected contractor shall receive future work on similar projects nor shall it prohibit the selected contractor from receiving such work.

C. METHOD OF PAYMENT

To receive payment, the selected contractor shall submit a detailed invoice to the Board of Elections accompanied by any necessary itemization of costs and verification of completed services. The invoice shall then be properly vouchered; and after evaluation of services rendered, invoice shall be approved for payment. Payment shall be made only for work properly performed and submitted by the selected contractor.

D. BID SPECIFICATIONS

These bid specifications and the selected contractor's bid shall become part of the contract for the entire length of the contract which is for the Primary Election 2022. The vendor submitting the bid must sign below and submit this with the other required bid documents. By signing these bid specifications you agree to all the terms and conditions of the bid specifications:

Signature

Name (Printed or Typed)

Title

Company

Date

SUMMARY COST SHEET FOR PAPER BALLOT BIDS FOR THE
2023 Primary Election

This worksheet must accompany your bid

Bidder:

BALLOTS: Must be Precinct Specific and Numbered

212 Precincts in Mahoning County

75,000 Ballots (1 Page) Cost per Ballot_____

75,000 Ballots (2 Pages) Cost per Ballot_____

75,000 Ballots (3 Pages) Cost per Ballot_____

75,000 Ballots (4 Pages) Cost per Ballot_____

The accepted bid price shall not exceed the following for each item.

ELECTION DAY BALLOTS

	14 inch Ballot with 3" Stub
1 Page	\$ 0.40
2 Pages	\$ 0.80
3 Pages	\$ 1.30

The price for the above ballots includes corner rounding, and shrink wrapping.

Vendor will be advised of Split Precincts after award of the Bid.