



**INVITATION TO BID
ITB 2022-05-001**

Elections Ballot Printing and
Mailing Services for the:
Butler County Board of Elections

BID DUE DATE AND TIME
Wednesday, May 25, 2022
10:30 am Local Time

Bids must be sealed and submitted to:

Butler County Board of Elections
1802 Princeton Rd., Suite 600
Hamilton, Ohio 45011

Bids delivered after 10:30 am, local time, on 05/25/2022, will not be accepted.

TABLE OF CONTENTS

LEGAL NOTICE OF THE BOARD OF ELECTIONS OF BUTLER COUNTY, OHIO 3
PROJECT INFORMATION SHEET 4
INTRODUCTION 5
BID FORM..... 7
SPECIFICATIONS..... 9
CONTRACT AFFIDAVITS 16
TERMS AND CONDITIONS 19
AGREEMENT FORM 23

**LEGAL NOTICE OF THE BOARD OF ELECTIONS OF BUTLER COUNTY,
OHIO**

ITB 22-05-001

Sealed Bids will be received at the office of the Butler County Board of Elections Office, 1802 Princeton Rd., Suite 600, Hamilton, Ohio 45011 until 10:30 am, local time, on Wednesday, May 25, 2022, at which time bids will be opened and read aloud in the Board Room, located in the office of the Butler County Board of Elections, for Contract 22-05-001, Ballot Printing and Mailing Services.

Specifications may be obtained at the office of the Butler County Board of Elections; or by query at: elections.bcoho.gov/bids

Bidders shall submit with their bid, a performance bond with at least two (2) sureties, or a surety company, satisfactory to the Board, in a sum double the amount of the bid, conditioned upon the faithful performance of the contract for such printing as is awarded and for the payment as damages by such bidder to the board of any excess of cost over the bid which it may be obliged to pay for such work by reason of the failure of the bidder to complete the contract. No bid unaccompanied by such bond shall be considered by the board.

The Butler County Board of Elections reserve the right to waive informalities; to reject any and all bids or any portion of a bid; or to accept the bid of the lowest responsible bidder as determined by the Board. The Butler County Board of Elections reserves the right to award bids to multiple bidders. Bidders may receive bid awards for some but not all of the items on the specified list.

By order of the Butler County Board of Elections:
Frank Cloud, Chairman
Mariann Penska, Member
Todd Hall, Member
Chris Wunnenberg, Member

Attest: Diane Noonan, Director

Publish 1 time: Wednesday, May 11, 2022, *Hamilton Journal-News*

PROJECT INFORMATION SHEET
 Butler County Board of Elections
 22-05-003 Elections Ballot Printing and Mailing Services

Description	Ballot Printing and Mailing Service
Project Funding	Local
Project Board	Butler County Board of Elections 1802 Princeton Rd., Suite 600 Hamilton, Ohio 45011
Advertise Date	May 11, 2022
Bid Opening	Where: Butler County Board of Elections, Board Room 1802 Princeton Rd., Suite 600 Hamilton, Ohio 45011 When: Wednesday, May 25, 2022, at 10:45 am
Specifications	elections.bcoho.gov/bids

INTRODUCTION

The Butler County Board of Elections serves approximately 253,000 registered voters across 315 precincts in Butler County, Ohio.

The Butler County Board of Elections (hereinafter the "Board") is issuing this invitation to Bid to select a reliable Vendor (also referred to as "Bidder" within this document) to print and mail absentee ballots for 2022 and 2023 with the option to renew for two additional one (1) years periods. The Vendor must be able to meet the requirements set forth in the Ohio Revised Code and by the Ohio Secretary of State for absentee ballot printing and mailing.

Any questions must be directed to Eric Corbin in writing at eric.corbin@bcohio.gov and received no later than Wednesday, May 18, 2022 at 3:00 p.m. Questions will be answered in writing and posted to elections.bcohoio.gov/bids

TIMELINE

Release ITB	Wednesday, May 11, 2022
Deadline for Written Questions	Wednesday, May 18, 2022
Final Response to Questions	Friday May 20, 2022
Bid Submission Deadline	Wednesday, May 25, 2022 10:30 am
Review of Bids by Committee	Wednesday, May 25, 2022 10:45 am

**All dates are subject to change.*

Bidders, in submitting a contract (performance bond) using the form below must use two sureties each providing a contract bond for the full amount of the bid. In lieu of using two different sureties Bidders may use a single surety if that surety is approved in advance by the Board and will provide a contract bond for at least twice the amount of the bid. Bidders may contact Eric Corbin at Eric.Corbin@bcohio.gov or at (513) 887-7915 to request permission to use one surety. If two suretys are employed, each must sign a separate copy of the form provided on the next page.

The contract bond(s) will be conditioned upon the faithful performance of the contract for such printing as is awarded and for the payment as damages by such Bidder to the board of any excess of cost over the bid which it may be obliged to pay for such work by reason of the failure of the bidder to complete the contract. No bid unaccompanied by such bond shall be considered by the board.

AIA Bid Bond or Payment and Performance Bond forms are not acceptable for this Project.

CONTRACT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned ("Bidder"), as principal, and _____, as surety, are hereby held and firmly bound unto Butler County, Ohio, ("Owner") as obligee, in the penal sum of

_____ Dollars (\$ _____), for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas, should the above-named principal enter into a contract with the the Board for contract 2022-05-01 as set forth by the contract as provided in this Invitation to Bid, said contract will be made a part of this bond on the date of its execution the same as though set forth herein:

Now, if the said Bidder shall well and faithfully do and perform the things agreed by the Contractor to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms of the said contract or in or to the plans or specifications therefore shall in any wise affect the obligation of said surety on its bond, and does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

Signed and sealed this _____ day of _____, 2022.

(PRINCIPAL)

(SURETY)

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Surety's Address: _____

Surety's Telephone Number: _____

NAME OF SURETY'S AGENT

Surety's Agent's Address: _____

Surety's Agent's Telephone Number: _____

BID FORM

Having carefully reviewed the Instructions to Bidders, Specifications and other Contract Documents for the Project including having also received, read, and taken into account any Addenda, the undersigned hereby proposes to furnish all materials and to perform all labor, as specified and described in the said Specifications for all Work necessary to complete the Project on a timely basis and in accordance with the Contract Documents regardless of whether expressly provided for in such Specifications.

Before completing the Bid Form, the undersigned represents that it has carefully reviewed the Legal Notice, Instructions to Bidders, this Bid Form, Contract/Performance Bond Contract Affidavits, Agreement Form, Project Specifications, and other Contract Documents. Failure to comply with provisions of the Contract Documents may be cause for disqualification of the bid.

If the undersigned is notified of bid acceptance, it agrees to furnish required bonds as indicated in the Instructions to Bidders. In submitting a bid, the undersigned agrees to execute Agreement Form included in the Contract Documents and to complete its Work as required by the Contract Documents.

Include the cost of all labor and material necessary to complete the Work described in the Bidding Schedule attached below in accordance with the Contract Document. If there is a difference between a Bid's total unit price for an item, and the product of the items unit price and estimated quantity, then the Bid's total unit price for the respective item shall be deemed the product of the items unit price and estimated quantity. The Bidding Schedule may include a set contingency allowance which will be included as part of the total bid.

INSTRUCTIONS FOR SIGNING

1. The person signing for a sole proprietorship must be the sole proprietor or his/her authorized representative. The name of the sole proprietor must be shown below.
2. The person signing for a partnership must be a partner or his/her authorized representative.
3. The person signing for a corporation or a limited liability company must be the president, vice president, managing member or other authorized representative; or he/she must show authority, by affidavit, to bind the corporation or limited liability company.
4. The person signing for some other legal entity must show his/her authority, by affidavit, to bind the legal entity.

The Bidder hereby acknowledges that the following representations in this bid are material and not mere recitals:

1. The Bidder acknowledges that this is a public project involving public funds, and that the Board expects and requires that each successful Bidder adhere to the highest ethical and performance standards. The Bidder by submitting its bid pledges and agrees that it will act at all times with absolute integrity and truthfulness in its dealings with the Board, it will use its best efforts to cooperate with the Board and others on the Project and at all times will act with professionalism and dignity in its dealings with the Board and others, it will assign only competent supervisors and workers to the Project, each of whom is fully qualified to perform the tasks that are assigned to him/her, and it has read, understands and will comply with the terms of the Contract Documents.

1. The Bidder represents that it has had a competent person carefully and diligently review each part of the Contract Documents and is familiar with all applicable laws and regulations. By submitting its bid, each Bidder represents and agrees, based upon its careful and diligent review of the Contract Documents, that it is not aware of any conflicts, inconsistencies, errors or omissions in the Contract Documents for which it has not notified the Board in writing at least seven (7) days prior to the bid opening. If there are any such conflicts, inconsistencies, errors or omissions in the Contract Documents, the Bidder will provide the labor, equipment or materials of the better quality or greater quantity of Work; and/or will comply with the more stringent requirements. The Bidder will not be entitled to any additional compensation for any conflicts, inconsistencies, errors or omissions that would have been discovered by such careful and diligent review.

Legal Name of Bidder: _____

Name & Title of Authorized Bidder: _____

Address: _____

Email Address: _____

Telephone: _____ Federal Tax ID: _____

Bidder is Sole Proprietor Partnership LLC Corporation

Signature: _____ Date: _____

SPECIFICATIONS

Note: Per Ohio Law, facilities mailing Ohio Election Ballots must be located in Ohio. Ohio Revised Code Section 3505.13

Ballot Size: The ballots shall be printed on 8.50 in. (+.030 in. to -0.020 in.) X a length to be determined (options include 14 in or 17 in). The ballot heights are finished size lengths and do not include ballot stub.

Paper Stock: Dominion Certified, Opaque White Ballot
Grain Direction on Finished Ballot: Long
Basis Weight: 80-100 lb

Ballot layout specifications shall follow Ohio Revised Code section 3505.08.

Stub Numbers: Each ballot shall have one stub attached at the top, the width of the ballot and each no greater than one (1) inch in length. Absentee ballot stubs shall contain the voter's assigned application number provided to vendor by the Board of Elections. The stub shall be separated from the ballot by perforations.

Mail Ballot Packets: Vendor shall insert the ballots into the vote by mail ballot packs which shall consist of the following items:

Voter's Ballot (Potential for ballots of more than one page)
Absentee Outgoing Envelope - 6.125" x 9.75" (Secretary of State Form 11)
Absentee Return Envelope - 6" x 9.25" (Secretary of State Form 12-F)
Absentee Identification Envelope - 5.75" x 8.875" (Secretary of State Form 12-A)
Instructions to Voters of Absent Voter's Ballots - 8.5" x 11" (Secretary of State Form 12)
Any other Notices/Withdrawals as prescribed by the Board of Elections - 8.5" x 11"

Variable Data: For each vote by mail ballot packet, Vendor shall print the following variable information on the Voter Identification ("ID") Envelope (* indicates data not included in voter file provided by Board)

- Voter's Last Name, including suffix
- Voter's First Name
- Voter's Middle Name
- Absentee Ballot Application Number barcode
- Voter's Registered Address (or Mailing Address if Different than Registered Address)
- Precinct ID Number (Including Split Number)
- Precinct Name
- Absentee Ballot Application Number

- Basic Service Intelligent Mail Barcode (IMb) for the Voter's Address*

Folding: The ballots to be inserted into the vote by mail ballot packs shall be folded two or three times between the timing marks depending on the size envelopes utilized. Vendor will supply the Board with a physical proof of the folded ballot five days prior to the first day of early voting to ensure the ballot will scan properly.

Automated Assembly: Vendor shall employ an automated method to assemble the ballot packs whenever most practical. Such method shall also have a system of automatically verifying that the correct ballot, notices/withdrawals, and personalized ID envelope are included in each ballot pack.

Mail Preparation: Vendor is responsible for applying any and all United States Postal Service (USPS) bar-coding. The USPS barcode should be sorted down to provide the Board with the lowest possible postage rate available. This postal barcode will allow the USPS to provide the most reliable service of delivery of the absentee ballot from the Board to the voter. This is to include postal trays, tray covers, USPS tag #191 (green and white with black text) "Ballots Only", presorted tray labels and all tags and labels affixed to the trays. Vendor shall also be responsible for preparing all required mailing statements and supporting documentation in accordance with USPS standards, and shall provide a complete sample packet of the mailing piece for each mailing statement.

Addressing: Vendor shall print the addressee's city as provided by the Board. It is not to be changed based on USPS matching software or for any other reason without prior written approval from the Board.

Delivery:

A. Absentee Vote by Mail ballots shall be delivered on a daily basis every business day in sequence order (i.e. by stub number). The Board will provide Vendor with data file(s) of ballot styles every Business Day by 5 P.M. Vendor will deliver the Absentee Vote by Mail Ballots with a manifest(s) from that data file(s) daily no later than 2:00 P.M. the following Business Day.

B. Large volumes of vote by mail ballot request anticipated for the 2024 Presidential General Election may require the Board to send vote by mail data files to the Vendor on weekends. If Vendor is provided with a data file on any Saturday during the absentee voting period, Vendor shall print the ballot packets and deliver them to the BMEU on the next business day after the file was sent. Data files sent to the Vendor on any Sunday during the absentee voting period shall be printed and delivered to the BMEU on the Tuesday following receipt of the data file. Board staff shall make every effort to communicate in advance to Vendor if such files will be required.

Duplicates: Vendor shall verify that no duplicate voter requests have been issued in prior data files or the current file utilizing the voter's

election identification number. If a discrepancy occurs, Vendor shall immediately notify the appropriate Board contact person.

Upload Site: Vendor shall provide a secure upload site that automatically confirms receipt of the data file(s) and the number of records in each file. The site must provide for real time viewing of each processed ballot and must allow for multiple file transfers with HTTP/SFTP secure transfer of files.

Storage: Vendor shall store all envelopes, vote by mail instruction guides and any other items used to assemble the vote by mail ballot packets as needed. The bid shall include all such storage costs.

Errors: Any errors or issues identified by the Board shall be resolved by the Vendor immediately. Replacement or repaired ballot packs must be provided to the Board, at no cost to the Board unless such error or issues are a result of an act or omission by the Board, by the opening of the Board's business the next day unless otherwise mutually agreed upon the parties. (The Board may be open for business on Saturdays and/or Sundays during an election cycle.)

CONFIDENTIALITY: Vendor represents and warrants that it has adopted and implemented, and throughout the term of this Agreement will maintain, appropriate technical and organizational measures to protect Personal Information against unauthorized, unlawful, and/or unintended processing, access, disclosure, exposure, alteration, loss, or destruction. These measures will be at least equal to the higher of applicable industry standards and the measures the Vendor routinely takes to protect other Personal Information in its possession or control. Should Vendor become aware of or believe substantial risks of unauthorized use, access, or disclosure exists, written notice shall be given to County no more than five (5) days from said discovery.

PRICE SHEET

<u>Description</u>	<u>Each Price</u>	<u>Ext. Price</u>
Each Packet Includes the following:		
Estimated Quantity of 10,000 Packets		
Outbound Envelope 6 1/8" x 9 5/8" (with windows)	\$ _____	\$ _____
Return Envelope 6" x 9"		
ID Envelope 8.875" x 5.5"		
One Ballot		
One Insert		
Total	\$ _____	\$ _____
Additional Insert (withdrawal notices, etc.)	\$ _____	\$ _____
Artwork Cost	\$ _____	\$ _____
Setup Cost	\$ _____	\$ _____
Estimated Initial Term Quantity: 10 to 80 Thousand		
Estimated Future Amounts:		
November 2022 – 10k to 30k		
May 2023 – 5k to 15k		
November 2023 – 5k to 15k		
March 2024 – 20k to 40k		
November 2024 – 30k to 60k		
May 2025 – 5k to 15k		
November 2025 – 5k to 15k		

Butler County Board of Elections cannot commit to any specific total ballot amounts. Estimated amounts are estimates only and subject to change

TEST-DECK BALLOT SPECIFICATIONS

Types: Only one type of test deck with pre-voted ballots will need to be printed for each election for testing purposes. The PDF images for these Test Decks will be generated by the Board (which will include all voted ovals) and sent to Vendor for printing. Ballots for test decks will not include any stubs. The type of test deck includes the following:

Approval to Print ("ATP") Absentee Ballot Test Deck: Includes one test deck printed from the absentee ballot file to be delivered in alphabetical order by precinct. (Two ballots for every ballot style).

BOARD RESPONSIBILITIES

Project Managers: The Board shall assign members of its staff to serve as managers of this project. Project managers shall facilitate Vendor's activities, provide access to relevant individuals and data, and be responsible to review Vendor's performance. Project managers shall be neither directly nor indirectly responsible for performing any project activities for Vendor.

Artwork Templates: The Board shall provide Vendor with the artwork templates for the cover sheets, warning sheets, and election alerts and envelopes. Such templates may be updated prior to or during an election cycle, as needed.

Daily Voter Files: The Board shall provide Vendor with the voter file of absentee vote by mail ballots by 5 P.M. each Business Day up to 12:30 P.M. on the final Saturday before an election.

Weekend Work: The Board shall make every effort to notify Vendor in advance if it plans to send a voter file on a weekend.

Test Deck PDF'S: Prior to each election, the Board shall provide to Vendor the PDF files to be used for the test deck.

ADDITIONAL REQUIREMENTS AS INSTRUCTED BY THE SECRETARY OF STATE

- The Board of Elections must provide ballot image files (typically in .pdf format), absentee voting instructions, envelopes, and any additional inserts no later than the 46th day prior to Election Day.
- The Vendor must provide a complete physical proof of all absentee ballot styles and a sample of the complete mailing to the Board of Elections for review and proofing prior to production. The complete mailing proof must include the ballot, the instructions, the absentee identification envelope, the absentee return envelope, the mailing envelope, and any additional inserts the Board may include with the ballot. As a best practice, the Vendor should provide the physical proofs no later than the 42nd day prior to Election Day.
- The Board must approve the proofs the Vendor provided or promptly inform the Vendor of any necessary changes. If changes are necessary, the Vendor must provide new proofs, and the Board must approve them before the Vendor produces any ballots for distribution to voters. As a best practice, the Board should approve final proofs by the 40th day prior to Election Day to allow adequate time for production.
- No later than the 39th day prior to Election Day, the Board must send all absentee voter data files to the Vendor. The Vendor must acknowledge receipt of the data files.
- No later than the 35th day prior to Election Day, the Board must send subsequent absentee voter data files to the Vendor. The Vendor must acknowledge receipt of the data file(s).
- No later than the 29th day prior to Election Day, the Board must send subsequent absentee voter data files to the Vendor. The Vendor must acknowledge receipt of the data file(s).
- On the first day of absentee voting (see current year Elections calendar), the Vendor must complete the printing, insertion, and addressing, and deliver for distribution the absentee ballots for all records contained in any absentee voter data file received from the Board of Elections by the 39th day before the election.
- No later than the 24th day prior to Election Day, the Vendor must complete the printing, insertion, and addressing, and deliver for distribution the absentee ballots for all records contained in any data files received by the 29th day before the election from the Board of Elections.

- If the Board sends absentee voter data files to the Vendor between the 28th and 16th day prior to Election Day, the Vendor must acknowledge receipt and process the data file(s). The Vendor must complete the printing, insertion, and addressing of the absentee ballots. Additionally, Vendors must deliver all absentee ballots for distribution within 48 hours of receiving the data file(s), including weekends or holidays.
- If the Board sends absentee voter data files to the Vendor between the 15th day and the Friday immediately prior to Election Day, the Vendor must acknowledge receipt and process the file(s). The Vendor must complete the printing, insertion, and addressing of the absentee ballots. Vendors must deliver all absentee ballots for distribution within 24 hours of receiving the data file(s), including on weekends or holidays.
- On the Saturday prior to Election Day, the Board of Elections must print and mail all outstanding absentee ballots associated with timely submitted applications.
- If the county has multiple Elections with overlapping deadlines in the election cycles that prevent the Board from meeting the above deadlines, the Board must work with the Vendor to produce a mutually agreeable adjusted schedule for the latter election(s) and submit it to the Secretary of State for approval 90 days prior to the election in which modifications are necessary.
- The print Vendor must supply to the Board of Elections a detailed audit report of each ballot that was produced and delivered to the USPS within 12 hours of the ballots being delivered to the USPS.
- The Vendor must ensure no voter receives duplicate ballots.
- The Vendor must maintain operation seven days a week and operate during all federal holidays that occur between the first day of absentee voting and the Saturday prior to Election Day, if necessary, to fulfill the contract and order on the timeline established in the contract.
- The Vendor must commit the human resources, technology, and supplies to fulfill the contract and order on the timeline established in the contract.
- The Vendor must agree not to assign responsibility to any subcontractor, unless the contract lists the name and contact information for each subcontractor who will perform the terms of the contract. The Vendor hereby agrees that it is liable for any subcontractors employed pursuant to this agreement and that all subcontractors will be held to all of the terms and conditions encompassed in this agreement.

** The Board reserves the right to print ballots "In House" if necessary without notice**

CONTRACT AFFIDAVITS

State of _____, County of _____, ss:

_____, Affiant, being first duly sworn, deposes and says:

[Name]

I am the _____ of

[Title]

[Contractor]

Office

Address: _____

Phone Number: _____

SSN or Fed. ID:

I am the Contractor's duly authorized representative for making this affidavit. Effective this _____ day of _____, 20____, the Contractor:

A. CONTRACTOR'S PERSONAL PROPERTY TAX AFFIDAVIT

(O.R.C. § 5719.042)

(_____) is charged with delinquent personal property taxes on the general list of personal property as set forth below at the time the bid was submitted:

County Amount (include total amount, with penalties and interest thereon)

_____ County	\$ _____
_____ County	\$ _____
_____ County	\$ _____
_____ County	\$ _____

(_____) is not charged with delinquent personal property taxes on the general list of personal property in any Ohio county at the time the bid was submitted.

B. NON-COLLUSION AFFIDAVIT

The party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said authorized representative has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said authorized representative has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further that said authorized representative has not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said authorized representative in his general business.

C. DRUG FREE WORKPLACE CERTIFICATION AFFIDAVIT

The above referenced Contractor hereby certifies that it is enrolled and in good standing in the Ohio Bureau of Workers' Compensation (BWC) Drug-Free Workplace program (DFWP) or an equivalent BWC approved DFWP in accordance with the requirements of Revised Code Section 153.03-153.031.

D. NON-DISCRIMINATION & EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT

The above referenced Contractor hereby certifies; that it does not and shall not discriminate against any employee or subcontractor for employment because of race, creed, disability, military status, religion, color, sex, pregnancy, gender identification, sexual orientation, age, genetic information or national origin. If awarded a contract by Butler County, Ohio, the Contractor shall take affirmative action to insure that subcontractor are employed and that employees are treated, during employment, without regard to their race, creed, disability, military status, religion, color, sex, pregnancy, gender identification, sexual orientation, age, genetic information or national origin. If successful as the lowest and best Bidder the Contractor shall post non- discrimination notices in conspicuous places available to employees and subcontractors for employment setting forth the provision of this affidavit.

E. CERTIFICATION OF FINDINGS FOR RECOVERY AFFIDAVIT

The authorized representative hereby certifies that there are no unresolved Findings for Recovery of Public Funds issued against him/her/it by the Auditor of the State of Ohio.

F. OHIO ETHICS LAW

The Contractor certifies that they are compliant with all applicable ethics law requirements, including, without limitation, Sections 102.04 and 3517.13 of the Ohio Revised Code and Section 3352.5.02 of the Ohio Administrative Code.

Furthermore, said Contractor agrees to abide by the assurances found in Section 153.59 of the Ohio Revised code if selected as a successful Bidder by Butler County, Ohio.

By signing below, I am certifying the following affidavits: Contractor's Personal Property Tax, Non-Collusion, Drug Free Workplace, Certification of Findings for Recovery, Ohio Ethics Law, and Non- Discrimination and Equal Employment Opportunity.

(Signature of Authorized Representative)

Sworn to and subscribed in my presence this ____ day of _____, 20__.

(Notary Public)

(Notary Ink Stamp Only, No Emboss)

TERMS AND CONDITIONS

1. **ACCEPTANCE - ENTIRE AGREEMENT** - Acceptance of this Purchase Order will be unqualified, unconditional and subject to and expressly limited by the Terms and Conditions hereon. The Butler County Board of Elections and the seller ("Vendor") shall not be bound by additional provisions or provisions at variance herewith that may appear in the Vendor's quotation. Vendor shall be deemed to have agreed to be bound by such terms by accepting the Purchase Order, delivering the goods, and/or performing the services.
2. **TAX EXEMPTION** - The Board is exempt from federal and State of Ohio sales tax. A tax exemption certificate shall be presented upon request.
3. **INVOICES AND PAYMENTS** - The Board shall pay Vendor upon completion and the Board's acceptance of the services as specified and is in receipt of an invoice meeting the criteria below:
 - A. Invoicing - Invoice(s) must be submitted to the billing address indicated on the face of the purchase order. Each invoice shall include, at a minimum, the purchase order number, Vendor's name, contact information, clearly defined quantities, item/service descriptions, units of measure and pricing. The Invoice for outsourcing mail ballots per election is due within thirty (30) days after the election.
 - B. Payment Terms - Payment shall be made within forty-five (45) days of receipt of invoice, only after the products and/or services have been received and accepted by the Board.
 - C. Changes - The vendor is responsible for immediately notifying the Purchasing Department of any company name change, address change or any other change which would cause invoicing to be different at the time of the purchase order.
4. **COMPLIANCE WITH APPLICABLE LAWS** - Vendor certifies that all of the products and/or services to be furnished hereunder will be manufactured or supplied by Vendor in accordance with all applicable provisions of State, Local and Federal laws, as of this date. The laws of the State of Ohio apply to any and all purchases made. Vendor shall comply with all local, state, and federal directives, orders and laws, and lack of knowledge by the Vendor shall in no way be cause for relief from this responsibility.
5. **FISCAL NON-FUNDING** - In the event that sufficient budgeted funds are not available for a new fiscal period, the Board shall notify the Vendor of such occurrence and the Agreement shall terminate on the last day of the current fiscal period without penalty or expense.
6. **DELIVERY/CLAIMS** - Prices are F.O.B. destination unless otherwise specified and agreed to by the Board. Actual delivery address shall be identified at time of order. If completed deliveries are not made at the time agreed, the Board reserves the right to cancel or purchase elsewhere. If agreed upon delivery dates cannot be met, Vendor agrees to advise the Board in writing of the earliest possible shipping date for acceptance by the Board.
7. **TITLE AND RISK OF LOSS** - Regardless of F.O.B. point, Vendor agrees to bear all risk of loss, injury or destruction of goods which may for any reason occur prior to acceptance by the Board. No such loss, injury or damage shall release the Vendor from any obligations hereunder.
8. **WARRANTY** - The Vendor warrants that all goods and services furnished will conform in all respects to the terms of the Board's order including drawings, specifications or standards incorporated into the Board's order. Vendor further warrants that all goods and services are free from defects in materials, workmanship and design. Vendor also warrants the goods and services are suitable and will perform in accordance with the purposes for which they are intended.
9. **INSPECTION** - Goods are subject to inspection upon delivery. Damaged goods will not be accepted or if the damage is not readily apparent at the time of delivery, the goods shall be returned at no cost to the Board. The Board reserves the right to inspect the goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery. The Board also reserves the right to reject or refuse acceptance of goods which are

not in accordance with the Board's instructions, specifications or Vendor's warranties (expressed or implied). Goods not accepted will be returned at Vendor's risk and expense. Payment for any goods shall be deemed an acceptance of the order. In the event the vendor cannot fulfill an acceptable order, the payment shall be refunded.

10. **INDEMNITY PROVISION** - The County will be responsible for the consequences of its negligence or failure to perform in accordance with the contract and will defend the other party against claims based upon the county's negligence or failure to perform. To the fullest extent permitted by, and in compliance with, applicable law, Vendor agrees to protect, defend, indemnify and hold harmless the Board, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments, and expenses, subrogation (of any party involved in the subject of this Agreement), attorney's fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened due to the negligence of failure to perform by the Vendor.
11. **INSURANCE** - The Vendor shall maintain insurance acceptable to the Board, in full force and effect throughout the term of this Agreement. The Vendor must provide a Certificate of Insurance in accordance with the insurance requirements, evidencing such coverage prior to the commencement of any work under this agreement if requested by the Board. See Paragraph 24.
12. **PUBLIC RECORDS** - All vendors are hereby notified that all bids, proposals, quotations, RFI responses, agreements, invoices, correspondence, and any other documents submitted to the Board may become public property, unless otherwise exempt by law, and are subject to public disclosure in accordance with Ohio Public Records Law. All public records will be made available upon formal written request at the earliest time permitted by law.
13. **RELATIONSHIP OF THE PARTIES** - The Vendor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venture of Board. No officer or employee of the Board shall have a fraudulent or unlawful financial interest, direct or indirect, in any contract with the Board, or be financially interested, directly or indirectly, in the sale to the Board of any land, materials, supplies or services unless otherwise noted by Ohio Revised Code. Violation of this section with the knowledge, expressed or implied, of the person or corporation conducting business with the governing body of the Board shall render the order involved void. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the agreement, at the discretion of the Board. Vendor is responsible for payment of all Social Security taxes and Bureau of Workers Compensation contributions for itself and any of its employees.
14. **PERMITS, FEES AND COSTS** - The Vendor is responsible for determining and paying any fees that may be necessary to perform this agreement and determining and acquiring any and all permits and licenses required by any Federal, State or local government entity, agency or board that may be necessary to perform this agreement. The Vendor shall maintain any and all permits and licenses required to complete this agreement.
15. **TERMINATION** - The Board reserves the right to terminate this agreement, in whole or in part, without cause by giving thirty (30) days prior written notice to the Vendor of the intent to terminate or with cause if at any time the Vendor fails to fulfill or abide by any of the terms or conditions specified. Failure of the Vendor to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the sole discretion of the Board. In addition to all other legal remedies available to the Board, the Board reserves the right to terminate and obtain from another source any services which have not been provided within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of request, as determined by the Board.
16. **GOVERNING LAW** - This agreement shall be governed by and construed according to the laws of the State of Ohio. Venue for any action related to this contract shall be in Butler County, Ohio.

17. **SEVERABILITY** - If any section, subsection, sentence, clause, phrase, or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portion thereof.
18. **NON-WAIVER OF RIGHTS** - No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder and no custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms set forth.
19. **DEBARMENT** - By accepting this purchase order, the vendor certifies that, under penalty of perjury and under other such penalties as the laws of this state and the United States of America provide, that the company or any person associated there with in the capacity of the Board or any position involving the administration of funds is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal or state agency or determined ineligible by any federal or state agency within the past three (3) years; or does not have a proposed debarment pending, or had a civil judgment rendered against the company, or themselves by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
20. **FORCE MAJEURE** - If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligation under the agreement, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon and the obligation of the party giving such notice, so far as is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereafter provided, but for no longer periods and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The terms Force Majeure as employed herein, shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, orders of any kind of government of the United States or State of Ohio or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonably within the control of the party claiming such inability.
21. **SAFETY DATA SHEETS** - In accordance with OSHA Hazardous Communications Standards, it is the Vendor's duty to advise if a product is a toxic substance and to provide a Safety Data Sheet at time of delivery.
22. **NON-EXCLUSIVE AGREEMENT** - Award of this Agreement shall impose no obligation to the Board to utilize the vendor for all work of this type, which may develop during the agreement period. This is not an exclusive agreement. The Board specifically reserves the right to concurrently agree with other companies to provide similar work if it deems such action to be in the Board's best interest. In the case of multiple term agreement, this provision shall apply separately to each term.
23. **CONFIDENTIALITY** - Vendor represents and warrants that it has adopted and implemented, and throughout the term of this Agreement will maintain, appropriate technical and organizational measures to protect Personal Information against unauthorized, unlawful, and/or unintended processing, access, disclosure, exposure, alteration, loss, or destruction. These measures will be at least equal to the higher of applicable industry standards and the measures the Vendor routinely takes to protect other Personal Information in its possession or control Should Vendor become aware of or believe substantial risks of unauthorized use, access, or disclosure exists, written notice shall be given to County no more than five (5) days from said discovery.
24. **INSURANCE REQUIREMENTS** - Vendor shall provide County with Certificate of Liability Insurance and Ohio Workers' Compensation Insurance Certificate prior to commencement of services and throughout the entire term of the agreement.

- i. Workers' Compensation Insurance shall comply with the Workers' Compensation statutes of any jurisdiction in which work is to be performed. In monopolistic states, such as Ohio, coverage must be secured through the state fund unless vendor is a qualified self-insurer in compliance with laws of the state. Vendor shall carry Employer's Liability Insurance with minimum limits of \$500,000.00 per each occurrence, and policy must include Ohio Stop Gap coverage.
- ii. Commercial General Liability Insurance (ISO form CG 00 01 10 01 or equivalent) shall have minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. Butler County shall be named an additional insured on the policy for liability arising out of the acts or omissions of the vendor.
- iii. Commercial Auto Liability Insurance shall have minimum limits of \$1,000,000.00 combined single limit for all owned, leased, and non-owned vehicles used in connection with the work under this agreement. Coverage shall cover bodily injury and property damage, and Butler County shall be afforded covered for liability arising out of the acts or omissions of the vendor.
- iv. Commercial Excess or Umbrella Liability Insurance shall have minimum limits of \$1,000,000.00 combined single limit, over the aforementioned policies
- v. Pollution Liability Insurance shall have minimum limits of \$1,000,000.00 per occurrence if the work under this agreement involves the transportation of hazardous substances to or from County facilities and/or the disposal of such substances at a waste disposal site. This policy shall cover bodily injury, property damage, and remediation expenses caused by and event not otherwise covered under the aforementioned policies.

AGREEMENT FORM

Contract for Invitation to Bid 22-05-001

This Contract, by and between the Board of County Elections of Butler County, Ohio, hereafter called the "Board" and _____, hereafter called the "Vendor" made the _____ day of _____, 2022.

That in consideration of the mutual promises of the parties herein contained, the Vendor agrees to sell and the Board agrees to purchase Supplies and/or Services described in these Contract Documents, all in strict accordance with the Specifications, including any and all Addenda, and is strict compliance with the Vendor's Proposal and other sections of the Contract Documents herein mentioned which are part of this Contract, and the Vendor shall provide the requirements of this Contract as described in these Contract Documents.

The Board agrees to pay the Vendor for the performance of this Contract subject to any additions or deductions provided therein, in current funds, the Contract price computed as shown in the Vendor's Proposal.

The Contract consists of the following component parts, all of which are a part of this Contract:

- Legal Notice
- Addenda
- Bond Documents
- Vendor's Proposal
- Specifications
- Terms and Conditions
- This Instrument

Butler County Board of Elections, and _____, have signed the day and year mentioned above.

Butler County Board of Elections

Vendor _____

Signed: _____

Signed: _____

Signed: _____

Signed: _____

Date: _____

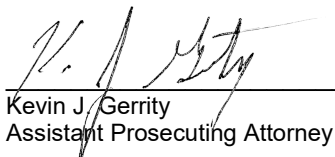
Signed: _____

Name: _____

Title: _____

Date: _____

Approved as to Form Only:
Butler County Prosecutor's Office


Kevin J. Gerrity
Assistant Prosecuting Attorney

5-3-22