

**REQUEST FOR PROPOSAL
SPECIFICATIONS**

FOR

Electronic Poll Books

for the

**THE MAHONING COUNTY
BOARD OF ELECTIONS**

RFP DATE: JANUARY 29, 2015

BOARD OF ELECTIONS

MARK E. MUNROE, Chairman

ROBERT WASKO

DAVID J. BETRAS

TRACEY WINBUSH

JOYCE KALE-PESTA, Director
THOMAS P. McCABE, Deputy-Director

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I. INSTRUCTIONS TO BIDDERS

PLEASE READ THESE INSTRUCTIONS CAREFULLY. FAILURE TO COMPLY WITH THESE INSTRUCTIONS MAY RESULT IN THE REJECTION OF YOUR BID.

1.0 PREPARATION OF PROPOSALS

- 1.1 Proposals must be submitted on the prescribed form, and not detached from the remainder of the contract documents. These documents must be returned intact and without deletions, or else the bid will be termed irregular. Each bidder must furnish in his proposal a summary of the information relative to the facilities, abilities and financial resources available for the fulfillment of the contractual obligations. This summary may be provided on separate paper, but should be attached to the contract document package.
- 1.2 All bids (original plus two copies) **MUST** be submitted in sealed envelopes bearing on the outside:
 - Name of the bidder
 - Address of the bidder
 - Contract for which the bid is submitted
 - Date and time of scheduled bid opening

2.0 PERFORMANCE GUARANTEES

- 2.1 Performance guarantees as provided in Section 153.54 (A) (1) or 153.54 (A) (2) of the Ohio Revised Code accompanying the bid shall be sealed in the bid envelope or else the bid will be deemed irregular and may be rejected.

3.0 FOREIGN CORPORATIONS

- 3.1 Bids of Vendors not chartered in the State of Ohio **MUST** be accompanied by proper certifications that such Vendor is authorized to do business in Ohio, or else the bid will be deemed irregular and will be rejected.

4.0 SIGNATURE OF BIDDERS

- 4.1 The Firm, Corporate, or Individual name of the bidder must be signed in ink in the space provided for signatures on the proposal blanks. In the case of a corporation, the title of the officer signing must be stated and such office must be duly authorized to sign the proposal and bind the corporation. Evidence of such authority must be provided by the vendor upon request.
- 4.2 In the case of a Joint Venture and/or Partnership, the controlling partners must sign, following the firm name; the partner's signature shall be accompanied by the words "members of the firm", "partner", or some other indication of the individual's capacity and authority.
- 4.3 In the case of an individual, the proprietor must sign, using the words "doing business as" or "sole proprietor".
- 4.4 In the case of a Joint Venture/Partnership or a sole proprietorship, the bidder shall state the name and address of each individual or corporation interested therein.

5.0 BID BOND AND GUARANTY BOND

- 5.1 **EACH PERSON BIDDING FOR THIS CONTRACT SHALL SUBMIT WITH HIS BID A BID GUARANTY (attached by paperclip to the front of the bid) IN THE FORM OF EITHER:**
- A. An original bond in accordance with Division (A)(1) of 153.54 of the Ohio Revised Code for the full amount of the bid conditioned as provided in Division (B) of 153.54 of the Ohio Revised Code;
 - B. A certified check or cashier's check in accordance with Division (A)(2) of 153.54 of the Ohio Revised Code equal to 5% of the Bid conditioned as provided in Division © of 153.54 of the Ohio Revised Code.
- 5.2 The Bid Guaranty shall be made payable to the Mahoning County Treasurer.
- 5.3 Each Bid Guaranty must be signed by an Authorized Agent of an acceptable Surety Bonding Company and by the Bidder. The bond must be issued by a Surety Company authorized by the Ohio Department of Insurance to transact business in the State of Ohio. It is essential that the bond be issued by a Surety Company which can adequately demonstrate a record of competent underwriting, efficient management, adequate reserves and soundness of investments.
- 5.4 Bid Guaranties and Contract Bonds must be supported by credentials showing the Power of Attorney of the Agent to bind the Parent Surety as to the amount.
- 5.5 Bid Guaranties shall be returned to all unsuccessful Bidders immediately after the Contract with the lowest bid is executed.
- 5.6 The amount of the Bid Bond, as provided in 153.54 (A) (2) of the Ohio Revised Code, shall be five percent (5%) of the total proposal covering the maximum contract possible. The performance bond shall cover 100% of the accepted proposals.
- 5.7 If, at any time after the execution of the contract and the required bond, the County shall deem any of the sureties upon such bond to be unsatisfactory; or, if, for any reason such bond shall cease to be adequate security for the County, the contractor shall, within fifteen (15) days after written notice from Mahoning County to do so, furnish a new or additional bond. Such bond shall be in the form, amount, and signed by such sureties as shall be satisfactory to the County. No further payment shall be deemed due to the contractor, nor shall any such further payment be made to the contractor unless and until such new or additional bond shall be approved by the County. The premium on such new or additional bonds shall be paid by the contractor.
- 5.8 Failure to enter into contract upon award: In the event that the bidder fails to enter the contract upon award, the certified check or bond will be forfeited to Mahoning County as liquidated damages for the delay and expense caused by the bidder's default.
- 5.9 Disposition of Proposal Guarantee: All proposal guarantees submitted with the bids except those of the lowest two Bidders, shall be returned to the person submitting the bid as soon as the lowest two qualified Bidders are selected, but in any event within sixty (60) days after receipt of bids.
- 5.10 In the event the Bidder to whom the award is made shall fail to execute and secure the Contract within fifteen (15) days of receipt of notice, the County reserves the right to vacate the award. The security of the defaulting Bidders shall then be forfeited as liquidated damages. The County may award the Contract to the next lowest, best and most responsive Bidder who shall thereupon execute and secure the Contract within fifteen (15) days of receipt of notice; should the Bidder fail to do so, the bid security shall then be forfeited. The County also reserves the right to reject all the bids and re-advertise for bids upon failure of the apparent low bidder to secure a contract.

6.0 WITHDRAWAL OF PROPOSAL

6.1 After deposit of the bid with the Mahoning County Board of Elections, no bid may be withdrawn by the Bidder for a period of sixty (60) days after the opening of the bids.

7.0 REJECTION OF PROPOSAL BY COUNTY

7.1 The MCBOE may consider informal any bid which is not prepared and submitted in accordance with the provision of these instructions.

7.2 The MCBOE reserves the right to reject any or all bids, to waive any informalities in bidding, and to accept any bid deemed most favorable to the Board. The MCBOE specifically reserves the exclusive right to reject any or all bids and utilize the State Purchasing Program pursuant to Section 125.04 (B) of the Ohio Revised Code.

8.0 COMPETENCY OF BIDDERS

8.1 The MCBOE shall make such investigation as it deems necessary to determine the ability of the bidder to perform the work, goods, or services required by the contract. Upon request, the bidder shall furnish evidence satisfactory to the MCBOE that he has the necessary facilities, ability, and financial resources to fulfill the specifications and conditions of the contract.

8.2 The MCBOE reserves the right to reject as unresponsive any bid if the bidder fails to provide the information requested; the MCBOE also reserves the right to reject any bid when the investigation fails to satisfactorily prove that the bidder is qualified to carry out the terms and conditions of the contract.

9.0 FAILURE TO DELIVER ON TIME

9.1 For each calendar day that lapses after the prescribed time given in the proposal for delivery or performance, the sum of one-hundred dollars \$100.00 per day shall be deducted from any money due the contractor, not as a penalty but as liquidated damages.

9.2 All items shall be delivered F.O.B. destination, delivered as required.

10.0 INSURANCE

10.1 Upon notification by the Mahoning County Board of Elections, the successful bidder will provide proof of adequate general liability and workmen's compensation coverage. The general liability limits shall be in an amount satisfactory to the MCBOE and name Mahoning County and the Board as additional insured.

11.0 EQUAL EMPLOYMENT OPPORTUNITY

11.1 There shall be no discrimination exercised against any citizen in the employment of labor, whether skilled or unskilled, under this Contract; such discrimination shall be deemed to be a material breach of the Contract. Each prospective bidder during the competitive bidding process shall subscribe to and comply with the County's Equal Employment Opportunity Policy.

12.0 DELINQUENT TAX AFFIDAVIT

12.1 The successful bidder shall be required to execute and submit an affidavit, directed to the Mahoning County Auditor, and executed in duplicate with the duplicate copy being forwarded to the Mahoning County Board of Elections. The affidavit shall be in a form sufficient to comply with the requirements of 5719.042 of the Ohio Revised Code. The affidavit shall be executed and returned within five (5) days of receipt of same by the vendor. The Ohio Revised Code requires that the affidavit become a part of the contract document, and also provides that no payment shall be made on any contract for which no such affidavit has been filed.

13.0 BIDDER'S AFFIDAVIT

13.1 Each bidder is required to duly execute the bidder's affidavit stating that all statements and declarations made in the proposal are true to the best of his knowledge and belief, and must accompany the proposal.

14.0 NON-COLLUSION AFFIDAVIT

14.1 The bidder will be required to submit a non-collusion affidavit in the form included in the bid package. This affidavit shall be executed and dated before the opening of bids and must accompany the proposal.

15.0 INDEMNITY

The Contractor covenants to save, defend, keep harmless and indemnify the MCBOE and all of its officers, departments, agencies, agents and employees (collectively the "County") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability or exposure, however caused, resulting from or arising out of or in any way connected with the Vendor's performance under the contract.

The Contractor shall assume full responsibility for and shall indemnify the MCBOE for any damage to or loss of any County property, including buildings, fixtures, furnishing, equipment, supplies, accessories, or parts resulting in whole or part from any negligent act or omissions of the Vendor or any employee, agent or representative of the Vendor.

16.0 TERMINATION

16.1 The successful bidder shall include the following language in any agreement/contract ultimately executed with the MCBOE.

The MCBOE shall have the option of terminating the agreement/contract due to non-appropriation of funds by notifying the vendor in writing sixty (60) days prior to the date termination will occur. The vendor will not be reimbursed for any anticipated profits which have not been earned after the date of termination.

The parties agree that the following language is a necessary and material provision of any subsequent agreement/contract executed with the MCBOE.

16.2 If the vendor fails to fulfill its obligation under this agreement properly and on time, or otherwise any provision of this agreement, the MCBOE may terminate this agreement by written notice to the vendor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the vendor shall, at the MCBOE's option, become the MCBOE's property. The MCBOE shall pay the vendor fair and equitable compensation for satisfying performance prior to receipt of notice of termination, less the amount damages caused by the vendor's breach. If the damages are more than the compensation payable to the vendor, the vendor will remain liable after termination and the county may affirmatively collect damages.

17.0 ORAL INSTRUCTIONS

The MCBOE will assume no responsibility for oral instructions or suggestions. All official correspondence in regard to the specifications will be in the format of written addendum/s issued by the MCBOE Director and/or the Deputy-Director.

18.0 INTERPRETATION OF QUANTITIES

The quantities appearing in the prepared bid are approximate only and are given only for the purpose of setting a basis for comparison of proposals. It is understood that the quantities of items to be furnished may be increased, diminished or omitted without in any way invalidating prices bid.

The MCBOE reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination as shall be in the best interest of the county. Payment to vendors will be made only for the actual quantities ordered and delivered.

19.0 UNRESOLVED FINDINGS

The vendor represents that it is not subject to an unresolved finding for recovery under code 9.24. If this warranty proved false when the parties sign this Contract, the Contract will be void. Additionally, if this representation proves false on the date of any renewal or extension of the Contract, the renewal will be void.

20.0 LEASE PURCHASE AGREEMENT

Vendor must be able to assist the MCBOE in securing third party financing of the proposed solution. Lease payment terms and conditions, license transfer charges, that may apply will be discussed and agreed upon between the MCBOE and the third party financing source at the appropriate time.

The lease agreement must be for a 5 year period with the first payment due within thirty (30) calendar days after the execution of the contract.

If the vendor is unable to secure lease agreement for the MCBOE, the bid should not be submitted.

21.0 SYSTEM SPECIFICATION REQUIREMENTS SET BY THE MAHONING COUNTY BOARD OF ELECTIONS FOR EELCTRONIC POLL BOOKS

22.0 CHECKLIST

EACH BIDDER MUST COMPLETE AND/OR SUBMIT THE FOLLOWING, OR THE BID MAY BE DEEMED IRREGULAR AND REJECTED:

1. **BID BOND (attached by paperclip to the front of the original bid)**
2. **ONE ORIGINAL BID AND 5 COPIES (Clearly marked as such)**
3. **BIDDER'S AFFIDAVIT**
4. **NON-COLLUSION AFFIDAVIT**
5. **UNRESOLVED FINDINGS**
6. **DECLARATION REGARDING MATERIAL/NON-ASSITANCE TO A TERRORIST ORGANIZATION**
7. **SPECIFICATIONS**
8. **PROPOSAL PAGES**
9. **EXPERIENCE STATEMENT**

REQUIRED SPECIFICATIONS **FOR** **ELECTRONIC POLL BOOKS**

A. System Requirements

1. An e-pollbook must be programmed so that the coordinated action of two precinct election officials who are not members of the same political party is necessary to start-up and close-down the e-pollbook.
2. The information contained on an e-pollbook must be encrypted. 1
3. If networked with the county voter file, the data contained in the county voter file for the network must be located on a private server with secure connectivity between the voting location or satellite absentee voting location and the county voter file.
4. If the e-pollbook is to be used at an absentee voting location other than the board of elections' office, its communication capabilities must be demonstrated to provide secure, reliable transmission of voter and election information.
5. The e-pollbook must be compatible with:
 - a. The voter registration system used in the county and any software system (middle ware) used to prepare the list of registered voters for use on the e-pollbook;
 - b. Any hardware attached to the e-pollbook, such as signature pads, barcode scanners, printers, and network cards; and
 - c. The statewide voter registration system.
6. The e-pollbook must have the capability to:
 - a. Store a local version of the database that serves as a backup; and
 - b. Produce a list of audit records that reflect all of the actions of the system, including in-process audit records that set forth all transactions. All audit and transaction records must be retained by the board of elections for at least six years.
7. The e-pollbook must have the capacity to transmit all information generated by the voter or precinct election official as part of the process of casting a ballot, including the time and date stamp indicating when the voter voted and the electronic signature of the voter, for retention by the county election board for at least six years.

8. The e-pollbook must have the capability to interface with a peripheral signature pad, tablet, or other signature capturing device that permits the voter to make an electronic signature for comparison with the signature on file as displayed by the e-pollbook. The image of the electronic signature must be archived for at least six years for post-election reproduction by the board of elections and inclusion in the county's voter registration system if desired.
9. The e-pollbook must include the following documentation:
 - a. Clearly-worded, complete, and detailed instructions that allow a precinct election official to set up, use, and shut down the e-pollbook.
 - b. Training materials that:
 - i. May be in written or video form; and
 - ii. Must be in a format suitable for use at a polling place, such as simple "how to" guides; and
 - c. Fail-safe data recovery procedures for information included in the e-pollbook.
10. The e-pollbook must adhere to known best practices of manufacturing and quality assurance.
11. The e-pollbook and any hardware attached to it must be designed to:
 - a. Limit risk of injury or damage to any individual or hardware, and
 - b. Prevent fire and electrical hazards.
12. The e-pollbook must have the ability to manage any known implementation of an Ohio election including, but not limited to a general, primary, special, municipal, and concurrent election (example: when both a county and municipality are holding their elections on the same date, in the same space). This capability should be evaluated as part of acceptance testing.

B. Required Functionalities

1. The procedures for setting up, using, and shutting down an e-pollbook must be reasonably easy for a precinct election official to learn, understand, and perform.
2. The e-pollbook must enable a precinct election official to verify that the e-pollbook:
 - a. Has been set up correctly;
 - b. Is working correctly so as to verify the eligibility of the voter;
 - c. Is correctly recording that a voter has voted; and
 - d. Has been shut down correctly.

3. The e-pollbook must be capable of searching the county's list of voters, street segments, precincts, and voting locations to determine the voter's correct precinct and voting location and, if the voter is not eligible to vote at that precinct and voting location, generate a locally-configurable notice to the voter containing the name and address of the voter's proper precinct and voting location.
4. The e-pollbook must include a barcode or magnetic strip reader that:
 - a. Permits a voter who presents a valid Ohio driver's license or state identification card to scan or swipe the license or card; and
 - b. Has the capability to display the voter's registration record upon processing the information contained within the barcode or magnetic strip on the license or card.
5. The e-pollbook must permit a precinct election official to enter information regarding an individual who has appeared to vote and verify whether the individual is eligible to vote, and if so, whether the voter has:
 - a. Already cast a ballot in the election at that polling place;
 - b. Requested an absentee ballot; or
 - c. Is in a confirmation status that requires the voter to cast a provisional ballot.
6. The e-pollbook must be able to display an electronic image of the signature of a voter taken from the voter's registration record, if available, and other electronic images, if necessary.
7. The e-pollbook must:
 - a. Permit a voter to sign a poll list even when there is a temporary interruption in network connectivity; and
 - b. Provide for the uploading of each signature and its assignment to the voter's registration record.
8. After a voter's eligibility has been determined, the e-pollbook must permit a precinct election official to enter information indicating that the voter has voted in the election and, if applicable, the party/ballot selected by the voter.
9. The e-pollbook must be capable of generating a locally-configurable "authority to vote" notice or transmittal slip displaying the voter's party (if relevant), voting jurisdiction(s) and/or districts and/or ballot style.
10. The e-pollbook must be capable of generating a locally-configurable report to be exported at least three times per Election Day (6:30 a.m., 11:00 a.m., and 4:00 p.m.) listing all registered voters for that precinct and/or polling place that includes an indicator of which registered voters have cast a ballot (including an absent voter's ballot prior to Election Day) as of the date/time the report is exported.

11. After Election Day, the e-pollbook must permit voter history to be quickly and accurately uploaded into the county voter registration system.

C. Procurement and Testing Requirements

1. An e-pollbook should only be used in the county after a pilot project is run in that county that demonstrates the functionality of the e-pollbook as it will be used in the county. Before the pilot project is run, the county must have objective goals for the project by which the e-pollbook can be evaluated and determined to be appropriate for countywide deployment.
2. The system should be delivered with end user documentation, system-level documentation, and a clear model of the system's architecture.
3. The vendor shall make a declaration of its supply chain and provide detailed information on system consumables.
4. The source code and related documentation, together with any periodic updates as they become known or available, but not including variable codes created for specific elections or data from the county's voter registration system, must be placed in escrow with an independent escrow agent.
5. All repair and maintenance policies must be provided and reviewed.
6. References, including customer lists and known anomalies in prior implementations (and their resolution), should be disclosed prior to purchase.
7. Training materials should be reviewed as part of the procurement process. This should include providing the training materials to staff and precinct election officials prior to purchase to evaluate the ease of use of both the system and the training materials. As part of acceptance testing, the county must provide a copy of the training materials to the testers for use in testing.
8. The internal quality assurance procedures of the vendor, as well as any internal or external test data, including test plans, test data, test results, and any subsequent reports, must be provided and reviewed.
9. Acceptance testing of the e-pollbook should demonstrate its compatibility with any hardware that may be attached to it: network cards, barcode scanners, ballot-on-demand printers, etc. , ballot-on-demand printers, etc.
10. Acceptance testing of the e-pollbook should demonstrate the correct handling of every record in the list of electors and how the record's contents are used, transformed, stored, and transmitted by the e-pollbook.

11. The e-pollbook must demonstrate that it correctly processes all activity regarding each voter registration record included on the list, including the use, alteration, storage, and transmittal of information that is part of the record. Compliance with this must include the mapping of the data life cycle of the voter registration record as processed by the e-pollbook.
12. Acceptance testing should validate all of the vendor's assertions regarding functionality, usability, security, accessibility, reliability, and sustainability.

A. Quantity

1. Electronic Poll Books with case and charger - 200
Registered Voter Software
Software License One-Year Warranty - 1
Hardware Maintenance - 3 Elections beginning in November 2015
Primary 2015 - covered
Certified by the Ohio Secretary of State Election Machine Examiner Board

B. Qualifications

1. E-pollbook has been tested by an independent testing authority recognized by the National Institute of Standards and Technology (NIST) as meeting or exceeding the minimum requirements established for use in Ohio.
2. Barcode, data entry, scanning and signature capabilities.
3. E-Poll Book must be in a secure turn-table casing for protection of pad with stylus attached.
4. 16GB Thumb Drive, SD/Micro SD Card slot for installation, backup and data transfer plus Bluetooth, Router or Wi-Fi Capabilities with Battery Back-Up and Wi-Fi access if applicable.
5. USB Cables, Power Cables if applicable.
6. Printer with Bluetooth or Router capabilities with battery back-up (how many hours).
7. Heavy Duty carrying case with capabilities to hold 2 complete e-poll book systems.
8. Loading of election information via USB Drive or Internet per each election.
9. After initial purchase can commercial shelf hardware be obtained if necessary.

C. Implementation Services:

1.
 - a. Acceptance Testing (per Unit) - 200
 - b. Project Management
 - c. Project Management - First Conversion Support
 - d. On Site Support – Until Implemented
 - e. Train the Trainer - Training Session (Class Size of 10 Participants) – On Site E-Pollbook Software Training
 - f. Shipping - Hardware & Software – per unit 200
 - g. Instruction manuals and training materials must be clearly-worded and provide detailed instructions that allow the precinct election officials to setup, use, and shutdown the e-pollbook.
 - h. Manufacturer must provide training materials in a format suitable for use in a polling locations, such as a “how to” guide.
 - i. Manufacturer must include instructions for fail-safe data recovery procedures for information stored in the e-pollbook.

D. Use and Operating Procedures for E-Pollbooks

1. The procedure for setup, use, and shutdown at the polling location must be reasonably simple for precinct election officials to learn, understand, and perform.
2. Display and discuss all manuals, including precinct election official instructional manuals.
3. E-pollbook must require the coordinated action of two precinct election officials to start and close the e-pollbook.
4. The procedure for setup, use, and shutdown at the polling location must be reasonably simple for precinct election officials to learn, understand, and perform.
5. Display and discuss all manuals, including precinct election official instructional manuals.
6. E-pollbook must enable precinct election officials to verify that the e-pollbook:
 - has been setup correctly;
 - is working correctly so as to verify the eligibility of a voter;
 - is recording correctly that a voter has voted; and
 - has been correctly shutdown.

7. E-pollbook must allow precinct election officials to check-in a voter by scanning the barcode on the back of the voter's Ohio driver's license or state identification card or by entering manually the voter's information.
8. E-pollbook must notify the precinct election officials whether the voter is in the correct precinct and polling location or the incorrect precinct and polling location.
 - A. If the voter is in the incorrect precinct and polling location, the e-pollbook must be able to generate a locally-configurable notice containing the name and location of the voter's precinct that may be given to the voter.
9. E-pollbook must be capable of generating a locally-configurable "authority to vote" notice or transmittal slip that displays the voter's party (if relevant), voting jurisdiction(s), and/or districts and/or ballot style, including a ballot style for a 17-year-old voter.

E. Requirements for Procurement of Electronic Pollbook:

1. E-pollbook delivery includes end user documentation, system-level documentation, and a clear model of the system's architecture.
2. E-pollbook delivery includes end user documentation, system-level documentation, and a clear model of the system's architecture.
3. Vendor/manufacture must provide detailed information on system consumables and make a declaration of its supply chain.
4. Source code and related documents, together with any periodic updates as they become known of available, but not including variable codes created for specific elections or date from the county's voter registration system, must be placed in escrow with an independent escrow agent.
5. All repair and maintenance policies will be provided to any county purchasing the e-pollbook.
6. Vendor/manufacture must provide references, including customer lists, and disclose known anomalies in prior implementations (and their resolution).

F. Provide Vendor Information:

1. Company background, history, experience in development, implementation, Company employees (Do not include contractors).
2. Is Software owned and maintained by the vendor or a software developer? If a software developer, please name them.
3. List the 5 largest jurisdiction your system is used in or proposed to be used in and the number of electronic poll books used in each.
4. How many counties in Ohio is your system used in and how many poll books in each?
5. How many registered voters is your system capable of handling?
6. Do you provide local sales and service representation in Ohio?
7. Please describe each step required to capture the digital signature of each voter?
8. Can your system cancel a validation mistake (Jr./Sr.) for a voter who has already been validated. Explain how.

F. Payment Terms

1. Vendor must be able to assist the MCBOE in securing third party financing of the proposed solution. Lease/Purchase payments.
 - a. Must provide name of Lease Company and credentials.
2. Estimated Lease/Payment Terms: Not to exceed \$90,000.00 per 5 year – 5 payments in total.
3. First Payment - Due within thirty (30) calendar days of contract execution.

CHECKLIST

EACH BIDDER MUST COMPLETE AND/OR SUBMIT THE FOLLOWING, OR THE BID MAY BE DEEMED IRREGULAR AND REJECTED:

- 1. BID BOND (Attached by paperclip to the front of the bid)**
- 2. ONE ORIGINAL BID AND FIVE COPIES (Clearly marked as such)**
- 3. BIDDER'S AFFIDAVIT**
- 4. NON-COLLUSION AFFIDAVIT**
- 5. UNRESOLVED FINDINGS**
- 6. DECLARATION REGARDING MATERIAL/NON-ASSISTANCE TO A
TERRORIST ORGANIZATION**
- 7. SPECIFICATIONS**
- 8. PROPOSAL PAGES**
- 9. EXPERIENCE STATEMENT**

BIDDER'S AFFIDAVIT

STATE OF OHIO)

COUNTY OF MAHONING)

_____,* being first duly sworn, deposes and says
as follows:

1. That the said Affiant is the _____
**
of _____, *** the firm or corporation
submitting the attached proposal or bids;
2. That the facts contained in the proposal submitted herewith are true to the best of Affiant's knowledge and belief and that Affiant has made no material misstatements of fact in order to secure and advantage over other bidders or for any other reason.
3. That the bid herewith submitted by the Bidder complies in full with the specifications promulgated by the County, and that any deviations from those specifications are specifically set forth in the proposal or an attachment appended thereto.
4. That Affiant has not been convicted of a criminal offense related to the application for or performance of any public or private contract, including, but not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, and any other offense that directly reflects on the vendor's business integrity.

SIGNATURE OF AFFIANT

Sworn and subscribed before me this _____ day of _____, 200 ____.

SIGNATURE OF NOTARY PUBLIC

A Notary Public in and for _____ County, _____.

My Commission expires _____.

[S E A L]

* Type or print name of Affiant
 ** Type or print office Affiant occupies
 *** Type or print name of firm submitting bid

NON-COLLUSION AFFIDAVIT

STATE OF _____ OHIO _____)

ss.

COUNTY OF ___MAHONING_____)

_____,*being first duly sworn, deposes
and says that he/she is _____** of

_____,*** the party who made the foregoing proposal or bid; that it was genuine and not collusive; that said bidder did not collude, conspire, connive, or agree, directly or indirectly, with any bidder or other person, that such other bidder or person should refrain from bidding, or submit a sham bid; further, such bidder did not in any manner, directly or indirectly, seek by any agreement or collusion, or communication or conference with any person, to fix the bid price of either Affiant or any other bidder, or to fix any overhead, profit, or cost element of the bid price of not collude, conspire, or agree to secure any advantage against the Mahoning County Board of Elections, or any person interested in the proposed or bid are true to the best of Affiant's knowledge and belief. Affiant further says that Affiant did not directly or indirectly submit this bid, or the contents thereof, or divulge information or data relative thereto to any other bidder or association, or to any agent or member thereof.

SIGNATURE OF AFFIANT

Sworn and subscribed before me this _____ day of _____,
201_____.

SIGNATURE OF NOTARY PUBLIC

A Notary Public in and for _____ County,_____.

My Commission expires _____.

[S E A L]

- * Print or type name of Affiant
- ** Print or type office (president, etc.) of Affiant
- *** Print or type name of firm submitting bid

SIGNATURE OF BIDDERS

This proposal is in accordance with the specifications provided by the Mahoning County Board of Elections. This bid is submitted subject to the terms and conditions contained in this contract packet and further subject to any and all applicable provisions of the Ohio Revised Code.

Should the undersigned be the successful bidder, it is hereby proposed that the items bid shall be furnished within _____ following the execution of the contract.

IF AN INDIVIDUAL, SIGN BELOW:

NAME

ADDRESS

IF A PARTNERSHIP, SIGN BELOW:

NAME

ADDRESS

IF A CORPORATION, SIGN BELOW:

NAME OF CORPORATION

SIGNATURE OF OFFICER

ADDRESS

TITLE OF OFFICER SIGNING

THE ABOVE-SIGNED INCORPORATED UNDER THE LAWS OF THE STATE OF:

Type or Print State of Incorporation

FILL IN AND RETURN WITH BID

EXPERIENCE STATEMENT

The bidder is required to state in detail in the space provided below, what work he has done of a character similar to that included in the proposed Contract, to give references and other detailed information as will enable the Owner to judge of his responsibility, experience, skill and financial standing. Among other things, this statement shall include the following:

A record of similar work performed and evidence to the effect:

- (1) that the Bidder maintains a permanent place of business;
- (2) has adequate facilities and equipment available for the work under the proposed Contract;
- (3) that the Bidder has suitable financial means to meet obligations incidental to the work;
- (4) that the Bidder has appropriate technical experience and possesses sufficient skill and experience.
- (5) that the Bidder maintains a service department qualified to make all repairs or adjustments that may be required on the equipment to be used under the proposed Contract.
