

RESOLUTION 22-1

A RESOLUTION AUTHORIZING THE SANGAMON COUNTY CLERK TO EXECUTE AN AGREEMENT WITH ILLINOIS OFFICE SUPPLY TO PROVIDE BALLOTS

WHEREAS, County policies and procedures require both the assigned oversight committee and the County Board to approve all requests to procure goods and/or services costing \$30,000 or more; and

WHEREAS, the Sangamon County Election Office wishes to procure ballots from Illinois Office Supply for the 2020 Primary and General Elections, 2021 Consolidated Primary (if required) and Consolidated Election and the 2022 Primary and General Elections in the amount of approximately \$324,816; and

WHEREAS, this purchase will allow the Sangamon County Election Office to have adequate ballots for regularly scheduled elections held in 2020, 2021 and 2022; and

WHEREAS, as documented by approval of this resolution, the Election Oversight Committee approves the Election Department's request to procure the ballots pursuant to the Agreement attached hereto.

NOW, THEREFORE, BE IT RESOLVED, that the Sangamon County Board, in session this 14th day of January, 2020, approves the procurement of the ballots as detailed above and authorizes Sangamon County Clerk Don Gray to execute the agreement with Illinois Office Supply.

Approved by the Election Oversight Committee

January 14, 2020

_____, Chairman _____, Vice Chair
_____, Member _____, Member
_____, Member _____, Member
_____, Member _____, Member
_____, Member _____, Member

FILED

JAN 09 2020

Don Gray
Sangamon County Clerk

OPTICAL SCAN BALLOT AGREEMENT
SANGAMON COUNTY/ILLINOIS OFFICE SUPPLY

The parties to this agreement are:

Seller: Illinois Office Supply, 1119 LaSalle St., Ottawa, IL 61350
Tele: 815-434-0186

Buyer: Sangamon County, c/o Don Gray, County Clerk, 200 S. 9th St., Room 101, Springfield, IL 62701
Tele: 217-753-6706

In consideration of the mutual promises contained in this agreement, the parties agree as follows:

ARTICLE 1 – SELLER TO PROVIDE BALLOTS

Seller shall print and wrap the optical scan ballots listed below at the price indicated for Sangamon County elections for the years 2020, 2021, and 2022:

14" One or Two Sided Ballots, printed on ES&S approved Count Right ballot paper @ \$0.24 each.

If color added to the above ballots, add \$0.02 to each ballot.

ARTICLE 2 – PARTIES SHALL COMPLY WITH EXHIBIT A

Attached hereto as Exhibit A are pages 4, 5, 6, and 11 of Seller's RFP concerning ballots. For purposes of this agreement, the last sentence of the paragraph numbered 1 on the page numbered 5 of Exhibit A is stricken.

Seller shall perform all obligations and accept all burdens directed toward the "Bidder" or the entity providing the ballots in Exhibit A.

Buyer shall perform all obligations and accept all burdens directed toward the "County" or entity purchasing the ballots in Exhibit A.

ARTICLE 3 – ASSIGNMENT PROHIBITED

Neither party may assign its rights under this agreement without the written approval of the other party.

ARTICLE 4 – GENERAL PROVISIONS

This agreement shall be binding on, and inure to, the benefit of the parties and their respective heirs, successors, and legal representatives.

All notices, consents, waivers, or other communications (except invoices) required under this agreement shall be sent by certified mail, return receipt requested, and shall be deemed to have been given when mailed to the parties at their respective addresses as set forth above or when mailed to the last address provided in writing to the other party by the addressee.

The failure of one party to enforce at any time any of the provisions or terms of this agreement shall not be construed to be a waiver by such party to enforce such term provision or any other term or provision of this agreement. Whenever possible, each provision of this agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this agreement or the application thereof to any person, entity, or circumstances shall be invalid, illegal, or unenforceable to any extent, the remainder of this agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

A facsimile or electronic copy of this agreement bearing authorized signatures shall be treated as an original.

This agreement shall be subject to and governed by Illinois law. Any action or proceeding arising out of or related to this agreement shall be commenced and maintained only in courts located in Sangamon County, Illinois, which courts shall have exclusive personal and subject matter jurisdictions. Each party, by their respective execution of this Agreement, consents and submits to the personal jurisdiction of any state or federal court located within Sangamon County, Illinois.

The headings and subheadings in this agreement are inserted merely for the purpose of convenience and do not express or imply any limitation, definition, or extension of the specific terms of this agreement.

This agreement may be modified only by a writing signed by both parties.

Seller: Illinois Office Supply

Buyer: Sangamon County

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

ABOUT SANGAMON COUNTY

Sangamon County, Illinois is located in the heartland of the nation – approximately 200 miles southwest of Chicago, 100 miles northeast of St Louis, and 193 miles west of Indianapolis. With a population of 199,145 in 2013, Sangamon County is a large county by Illinois standards. The capital of Illinois, Springfield, is also the county seat of Sangamon County.

There are 180 precincts in Sangamon County. There are roughly 135,000 registered voters. Elections occur twice in even numbered years and can occur twice in odd-numbered years.

VENDOR INSTRUCTIONS

1. INTRODUCTION

You are invited to provide a written, sealed, RFP response to print, wrap, and deliver optical scan ballots for all of the election precincts in Sangamon County for the 2020, 2021 and 2022 Elections, which include; the March 17, 2020 Primary and November 3, 2020 General Elections, the February 23, 2021 (if required) Consolidated Primary and April 6, 2021 Elections and the March 15, 2022 Primary and November 8, 2022 General Elections, subject to the requirements and deadlines imposed by law. This Request for Proposal (RFP) sets forth the overall scope of products and services and desired vendor qualifications.

2. GENERAL REQUIREMENTS

Precinct Ballots contain the offices, candidates, and public questions to be presented to voters at each election in each precinct in Sangamon County. There are 180 precincts in Sangamon County. There are roughly 135,000 registered voters. Each eligible voter is given a ballot containing the offices, candidates, and public questions for which the voter is entitled to cast a vote, depending upon in which applicable jurisdictions the voter resides. A "Ballot Type" defines which offices, candidates, and public questions a voter is entitled to vote on, depending upon voter's place of residence. There may be more than one ballot type in any single precinct, depending on the number of districts that split the precinct. In addition, there are separate color coded ballots for each established political party in General Primaries. And, for Federal Elections, a ballot consisting of Federal Offices Only will be required in quantities at a minimum of 25 per precinct, per Congressional District.

Test Deck Ballots are precinct ballots that have pre-marked voted targets set in a chosen pattern that, when run through a ballot scanning device, will test the accuracy and performance of a vote tabulator. These pre-marked ballots are used to test the accuracy of the M-100 and 650 tabulators. Test ballots are generated in a deck by ballot type and a predetermined number of decks are printed for every precinct. These will be ordered prior to early and election day ballots and will be a different quantity.

SPECIFICATIONS:

1. Sangamon County uses the ES&S M-100 and 650 tabulators and all ballots MUST be certified to work with the ES&S Ballot standards for the M-100 and 650 tabulators. ES&S calibrates scanners to read a ballot with specific characteristics. Make sure the ballot paper, ballot dimensions, cut marks, restricted zones, and ballot ink meet the precise requirements of the ES&S scanning equipment. Printer shall provide explanation/justification for any ballot specifications they can't meet or feel is not necessary. (see Page 7)
2. Printing and packaging of ballots shall be done by ballot type. Ballots shall be shrink-wrapped separately by precinct and ballot type. They shall be shrink-wrapped in bundles of 100 with colored paper between every 25.
3. General Primary Ballots will contain different colored stripes for each party on the side of the ballot. Any ballots containing constitutional amendments will be produced in colors as directed.
4. Assurance/confirmation that all State of Illinois deadlines will be met.

Timeliness of providing the finished product cannot be overstressed. Time will be of the essence of any Contract awarded. As such, any Contract awarded will contain a Liquidated Damages Clause which will provide that if the Bidder fails to provide the requested product within the time frame indicated in the Contract, ("Bidder Breach"), Bidder shall pay to the County an amount equal to five (5%) percent of the total contract (the "Liquidated Damages") if the requested product is not provided on said due date or deadline. Said Liquidated Damages Clause will clearly indicate that the parties intend that the Liquidated Damages constitute compensation and not a penalty. The parties shall acknowledge and agree that the harm caused to County by a Bidder Breach would be impossible or very difficult to accurately estimate at the time of contract and that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from a Bidder Breach. Bidder's payment of the Liquidated Damages shall be Bidder's sole liability and entire obligation and County's exclusive remedy for any Bidder Breach due to timeliness.

5. Bidder understands that a certain number of ballots may have to be reprinted and replaced or delayed, because of changes required by circumstances beyond the control of the County, such as, but not limited to, litigation, court-ordered changes, and the withdrawal or death of candidates. Such delays often occur and tighten the response time for Bidder. **These reprinting or replacing of ballots will need to be done within 48 hours or, in extreme cases, 24 hours of the County's order.** Should change orders become necessary, Bidder must provide detailed documentation of time and monies expended before the County will entertain payment of additional funds. Detailed documentation means, at a minimum, records of the additional time

spent by the Bidder, additional work performed, and additional materials, if any, used for the work for which additional payment is sought.

6. Bidder must offer 24 hour, 7 day per week availability to County Clerk's Office during ballot production cycle; please provide contact information in your bid.
7. Estimated ballot quantities are listed as set forth on page 11. Any quantities shown in this RFP are estimates only and provided solely for planning purposes. Such estimated quantities are not to be construed as the quantities that may be ordered, but are stated for the purpose of providing a basis on which to compute bids or proposals. The County Clerk reserves the right to increase or decrease the quantities ordered and the County Clerk shall be obligated to pay for only such quantities as are ordered by the County Clerk. Bidder must furnish the quantity that may be ordered by the County Clerk, whether more or less than the amount stated in this RFP.
8. GENERAL PRINTING SPECIFICATIONS
 - a. The County Clerk shall order and supervise all printing and shall prescribe the manner, form, style, size, and arrangement of type, the spacing of lines, the width of borders and margins, and the method of material printing.
 - b. Bidder shall complete, within such reasonable time as the County Clerk may require and in a manner acceptable to such County Clerk, all orders for printing issued to Bidder.
 - c. All workmanship and printing shall be first class quality. Poor quality or failure to follow the directions and specifications of the County Clerk will constitute sufficient basis for the rejection of work. The decision of the County Clerk as to the quality of the printing is final.
 - d. In the event the work is rejected due to Bidder error or poor quality, Bidder shall promptly reprint the job without additional charge, furnishing at his own cost, charge, and expense all necessary printing paper or other material and labor therefor.
 - e. The best quality of printing ink suitable for the character of work being executed shall be used in the presswork. The County Clerk will pass final judgment on the quality or grade of ink to be used on any work.
 - f. Paper for printing of materials covered by this contract will be furnished by the Bidder.
 - g. Material that is printed shall be delivered by Bidder within the parameters set forth by the County Clerk. Bidder shall pre-pay delivery expenses agreed upon by County Clerk which shall be billed on final invoice and deliver all work required to location designated by the County Clerk. Printer shall grant the County Clerk the option for County Clerk to pick-up printed material or to have the printed materials delivered by an overnight service or by ground shipping.
 - h. The contract cannot be assigned in whole or in part without consent of the County Clerk. All work shall be performed on the premises of the Bidder, unless the Bidder seeks and obtains the written consent of the County Clerk for subcontracting of specific work that must be performed off of the Bidder's premises, but no additional charge can be made for such work.

Sangamon County 2020 - 2022 Ballot Quantity Estimates

Type	2020 and 2022 Primary	Primary Notes:	2020 & 2022 General	2021 Consolidated
Precinct -Full Ballot	273,000 per election year	135,000 Rep/ Green Stripe; 135,000 Dem/ Yellow Stripe; 3,000 NonPartisan/ Orange Stripe	150,000 per election year	126,400
Precinct - Federal Only Ballot	9,650 per election year	4,825 Rep/ Green Stripe; 4,825 Dem/ Yellow Stripe	4,825 per election year	Not Applicable
Early Ballot Estimate	55,725 per election year	27,500 Rep/ Green Stripe; 27,500 Dem/ Yellow Stripe/ 725 Nonpartisan/ Orange Stripe	27,500 per election year	44,500
Test Deck Estimate	15,200 per election year	Best Est. based on 2018	3,700 per election year	4350
TOTAL BALLOT QUANTITIES	353,575 per election		186,025 per election year	175,250