



# 1 OVERVIEW OF PROCUREMENT

The Secretary of the Commonwealth (SOC), Elections Division (hereafter referred to as the “Department” or “SOC”) is seeking qualified and experienced Bidders to provide proposals for printing ballots and other election related forms.

## 1.1 Elections Division

The Elections Division administers all federal and state elections. As part of its administration, it provides ballots and related forms to the 351 cities and towns in the Commonwealth. It also provides initiative petitions and referendum petitions to parties seeking to get ballot access for their initiative or referendum. Additionally, the Elections Division publishes the Public Document 43, which contains election statistics from state election years.

## 1.2 Contract Duration

The initial term of the contract will begin on or about August 1, 2017 and will terminate on June 30, 2019.

## 1.3 Schedule

RFR released	12:00 p.m. on 5/24/2017
Deadline for written inquiries	3:00 p.m. on 6/7/2017
Due date	12:00 p.m. on 6/21/2017

There will be no Bidders’ conference.

# 2. RESPONSE CONTENT, FORMAT AND PACKAGING

## 2.1 Where to Submit Response

Each RFR response must be sealed, labeled and submitted to SOC with the following identifying information:

ELECTIONS PROCUREMENT  
Attorney Rebecca S. Murray  
Office of the Secretary of the Commonwealth  
One Ashburton Place, Room 1705  
Boston, MA 02108

## **2.2 Paper Copies**

### **2.2.1 Number of Copies**

Submit (1) clearly marked original Response and 4 (four) copies. All original signatures should be in BLUE ink by the Signatory Authority and hand-dated, also in BLUE ink.

### **2.2.2 Double Sided Printing**

All paper submittals should be double sided with the exception OF THE ORIGINALS OF THE STANDARD Commonwealth forms. All copies must be double-sided including all forms.

### **2.2.3 Recycled Paper (desirable)**

All submittals and copies should be printed on recycled 8 ½ by 11” paper with a minimum post-consumer content of 30% (100 % is desirable) or on paper made with tree-free fibers (i.e. paper made from raw materials other than trees, such as kenaf). All Proposals should note the level of recycled content contained in the paper being used.

### **2.2.4 Securing Proposal**

Only binder clips may be used to secure documents. Paper dividers with paper tabs are acceptable to separate different sections of the Response. Three-ringed binders and glued materials are prohibited.

This is a picture of a binder clip:



## **2.3 Proposal Format and Content**

### **2.3.1 Content Limitations**

Bidders must submit only the information required or requested by this RFR. Inclusion of brochures and other materials not requested by the RFR may be penalized in the evaluation.

### **2.3.2 Proposal Presentation Outline**

- A. Firm Profile
- B. Relevant Business Experience
- C. Previous Experience with Other Governmental Entities
- D. Bidder's Proposal Including Cost Estimates
- E. Contract Manager
- F. Key Personnel
- G. References

- H. Authorized Signatories of the Bidder
- I. Sub-vendors
- J. Minority Bidders, Affirmative Action and Anti-discrimination
- K. Northern Ireland Notice and Certification
- L. Corporate Certificates and Reports

### **A. Firm Profile**

This section provides the Bidder with the opportunity to present a profile of their firm's operations and qualifications. Bidders are encouraged to provide an overview of the firm's business operations relevant to the requirements of these specifications. Bidders shall outline the firm profile to include the following:

1. whether the firm is local, national or international;
2. the total number of employees, distinguishing between administrative staff, management and principal partners and officers;
3. the location of the offices from which the work will be managed and the number of staff employed at the offices; and
4. the total staff to be assigned to this contract.

### **B. Relevant Business Experience**

This section must state the number of years the Bidder has been in business providing these or similar services and the volume of business the Bidder currently conducts. The Bidder should list specific projects and contracts previously performed that are similar to the work to be performed pursuant to this contract, or which otherwise demonstrates the Bidder's ability and capacity to perform the services required.

### **C. Previous Experience with Other Governmental Entities**

This section must identify previous similar business experience with other governmental entities (state, federal or municipal). The Bidder must also include a brief summary of all current Commonwealth contracts.

### **D. Bidder's Proposal**

This section must detail Bidder's proposal to provide Department with contract deliverables including cost and time estimates. The cost proposal must include information in the format specified in the Bid Sheet, with any further addition attached to ensure the understanding of the data provided.

### **E. Contract Manager**

The Bidder must designate a contract manager who shall be responsible for oversight and management of the performance of services and act as the contact person for receipt of all correspondence and notice under the contract. The contract manager may be changed only upon prior written notice to the SOC. Oral representation made by either party shall not be

binding. Representations made by the contract manager for the Bidder or the SOC shall be binding only if made in writing in accordance with the terms and conditions of the contract.

## **F. Key Personnel**

This section provides the Bidder with the opportunity to present the qualifications, technical expertise and experience of the firm's key personnel who will be assigned to the performance of services. The proposal must include a resume or a statement of qualifications for all key personnel.

Bidders must include a breakdown of the following:

- ~ the responsibilities of all key personnel assigned listed in order of their positions of seniority and responsibility in the firm;
- ~ the percentage of time that each key person will devote to this contract; and
- ~ the level of responsibility or authority of each key person.

For the purposes of these specifications, key personnel shall include the principals, partners, managers, and on-site supervisors who will be assigned to, and responsible for, the contract. All other staff will be considered support or administrative personnel. Key personnel assigned to the contract must perform as designated except in the case of termination from the firm or other unavoidable circumstances. Bidders responding to these specifications shall be considered to have accepted this condition.

During the period of performance, key personnel may be removed by the Bidder only upon the prior written approval of the SOC. A significant change in the key personnel listed in the proposal prior to, or after, the execution of the Contract, which is unsatisfactory to the SOC, shall be grounds for disqualification of the proposal or termination of the contract. The Bidder is required to notify the SOC immediately in the event of the unavailability of any key personnel.

Although key personnel shall be responsible for ensuring performance under the contract, no Bidder or employee of a Bidder shall directly or indirectly supervise any employee of the Commonwealth. For the purposes of the contract, "supervise" shall mean to direct the activities of a state employee on a continuing or comprehensive basis, by either direct verbal or written communication from the Bidder to the employee, or by indirect communication through a third party.

## **G. References**

In this section the Bidder shall list at least three business references. The references should be entities for which the Bidder has performed similar services, or services which otherwise demonstrate the Bidder's capability to perform the services under the contract. The SOC shall have the right to verify all references included in a Bidder's proposal and to conduct any other reference or credit checks as the SOC deems appropriate. The SOC may consider written references, including documented performance records of a Bidder on file at the SOC or submitted to the SOC during the procurement process.

## **H. Authorized Signatories of the Bidder**

This section must include an original or certified copy of proofs of authorization for all authorized signatories. An authorized signatory is a legal representative who may execute contracts and legally bind a Bidder. The documentation attached by a corporation, partnership or other entity should also include an example of the signature of the authorized signatory that the SOC may use to compare with the signature that appears on the Contract. If the documentation submitted does not contain an example of the signature of the authorized signatory, the signatory will be required to have his/her signature notarized on the contract. The type of documentation to be attached to the contract should be as follows:

- ~ Individual Bidders - require only a notarized signature on the contract.
- ~ Corporations – a certified or true attested copy of a certification by the corporate clerk, with a corporate seal, or a certified or true attested copy of a board of directors vote stating that the signatory is authorized to execute contracts on behalf of the corporation. A corporate clerk who is also the President or authorized signatory may not self-certify as to authorized signatory status but submit documentation that has been independently notarized or certified.
- ~ Partnerships – a certification or true attested copy of a certification or other documentation, by the general or principal partners, that the signatory is authorized to execute contracts on behalf of the partnership.
- ~ Other Entities – must attach a certification or true attested copy of a certification that the signatory is authorized to execute contracts on behalf of the Bidder.

## **I. Sub-vendors**

This section must identify all sub-vendors, including the following:

- what portion of the contract the sub-vendor will be performing;
- location of the facility of the sub-vendor where the work will be performed;
- a description of their qualifications and experience; and
- number of staff and percentage of time that will be devoted to this contract.

The SOC must authorize any subcontract entered into by a Bidder for the purposes of fulfilling obligations under this contract. A subcontract authorized by the SOC shall not relieve the Bidder of any duty, obligation, responsibility or liability, including meeting deadlines set forth in the contract. Authorized subcontracts shall be in writing and contain provisions that are functionally consistent with and subject to the provisions, of the contract. Failure to disclose subcontractors may result in penalties.

## **J. Minority Bidders, Affirmative Action and Anti-discrimination**

Minority Bidders – It is the policy of the Commonwealth that small businesses, State Office of Minority and Women Business Assistance (SOMWBA) certified minority and women-owned businesses, and businesses or firms owned or controlled by socially or economically disadvantaged individuals with disabilities participate to the fullest extent practicable. Accordingly, large firms are encouraged to subcontract with small business enterprises, owned and controlled by socially or economically disadvantaged individuals, including

women-owned and minority business enterprises.

Minority sub-vendors - Minority sub-vendors under this section must be identified in the proposal, including the percentage of services to be performed by the sub-vendor(s). The Bidder may not replace such sub-vendor without the prior written approval of the Department.

Evidence of certification as a small, minority or woman-owned business or individual must accompany the proposal. Appropriate assistance may be obtained by contacting:

- ~ the State Office of Minority and Women Business Assistance (SOWMBA); (617) 963-8692; or
- ~ the Small Business and Purchasing Program (SBPP); (617) 727-4005.

Anti-Discrimination - Bidders and authorized sub-vendors shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, religion, creed, disability or sexual orientation. Bidders and authorized sub-vendors shall comply with all relevant state and federal statutes and regulations prohibiting discrimination.

Bidders (employers) and authorized sub-vendors shall comply with all relevant state and federal statutes and regulations prohibiting discrimination including, but not limited to, the Americans With Disabilities Act, 42 U.S.C. 12101 et.seq., 28 CFR Part 35 or as amended; the Rehabilitation Act of 1973, 29 U.S.C. § 791 et.seq.; Executive Orders 227, 237, and 246; MGL c.151B; and MGL c.272m § 92A and 98, and amendments to these provisions.

#### **K. Northern Ireland Notice and Certification**

All Bidders must complete the Northern Ireland Notice and Certification form to satisfy M.G.L. c.7 § 22C which states that no state agency may procure commodities or services from any Bidder employing ten (10) or more employees in an office or other facility located in Northern Ireland unless the Bidder certifies through the notice and certification form that if it employs ten or more employees in Northern Ireland, a) the Bidder does not discriminate in employment, compensation or the terms, conditions and privileges of employment on account of religious or political belief, b) the Bidder promotes religious tolerance within the workplace and the eradication of any manifestations of religious and other illegal discrimination, and c) the Bidder is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft, for use or deployment in any activity in Northern Ireland.

#### **L. Corporate Certificates and Reports**

The Bidder must certify that, pursuant to M.G.L. c.156D § 16.22 (business and foreign corporations), c.180 § 26A (non-profit corporations) and c.12 § 8F (public charities), it has filed all certificates and reports with the Secretary of the Commonwealth and the Attorney General's Office.

### **3 GENERAL RFR TERMS, CONDITIONS AND REQUIREMENTS, AND STANDARD FORMS**

#### **3.1 General Terms**

The SOC may, at a time prior to the award of a contract, and without penalty, amend these specifications or modify the procurement calendar as deemed necessary. The SOC shall send by mail, facsimile or other electronic medium, notice of any such change to all Bidders on the Bidders list.

The SOC may, at any time prior to the execution of a contract, and without penalty, cancel the procurement and reject all Proposals when the SOC determines that such action is in the best interests of the SOC or the Commonwealth. The SOC shall provide written notice of cancellation to all Bidders who have submitted proposals.

The SOC Contract Manager shall have full discretion to allow proposal corrections. Bidders shall not hold any press conference, make news releases or announcements concerning its selection or non-selection for a contract prior to the SOC's public release of said information and then, only with the written approval of the SOC.

All proposals and related procurement documents shall become the property of the SOC upon receipt and shall be considered a public record under M.G.L. c.4 § 7 and M.G.L. c.66 § 10 upon execution of a contract. Unless otherwise provided by law, written disclaimers by Bidder, including the identification of trade secrets in a proposal, shall provide no exemption of the proposal from public release under this section. The SOC shall retain these records for a period determined by the Records Conservation Board pursuant to M.G.L. c.30 § 42. The SOC reserves the right to use any ideas, concepts or configurations that are presented in a Bidder's response, whether or not the response is selected for contract award.

- **Late Proposals.** Proposals that are received after the deadline shall be automatically disqualified. Late proposals, regardless of extenuating circumstances, may not be accepted for consideration by the SOC for any reason.
- **Non-responsive Proposals.** Proposals which are not responsive or which fail to comply with mandatory requirements of these specifications shall be deemed non-responsive and shall be disqualified. Non-responsive proposals include, but are not limited to, those that fail to address or meet any required item and those submitted in insufficient number or in incorrect format.
- **Collusion.** Collusion by two or more Bidders agreeing to act in a manner intended to avoid or frustrate fair and open competition is prohibited and shall be grounds for rejection or disqualification of a proposal or termination of a contract.
- **Debarred Bidders or Sub-vendors.** A Bidder who is currently subject to any state or federal debarment order or determination, including but not limited to Executive Order 147, M.G.L. c.152 § 29F and M.G.L. c.152 § 25C, shall not be considered for evaluation



by the SOC. If a Bidder's proposal is dependent upon the services of a named sub-vendor and the disqualification of the named sub-vendor would materially alter the proposal, then that proposal shall be deemed unresponsive if the named sub-vendor is found to be debarred. Proposals that indicate that sub-vendors will be used but do not rely on a named sub-vendor shall not be deemed unresponsive.

### **3.2 Mandatory Requirements**

All requirements and specifications stated in this RFR are mandatory unless otherwise specified. Responses may be disqualified if not in compliance with all mandatory requirements.

### **3.3 Procurement Regulations**

The terms of 801 C.M.R. 21.00 - Procurement of Commodities and Services are incorporated by reference into this RFR. Words used in this RFR shall have the meanings defined in 801 C.M.R. 21.00 (and 808 C.M.R. 1.00, if applicable). Additional definitions may also be identified in this RFR. Unless otherwise specified in this RFR, all communications, responses, and documentation must be in English, all measurements must be provided in feet, inches, and pounds and all cost proposals or figures in U.S. currency. All responses must be submitted in accordance with the specific terms of this RFR.

### **3.4 Bidder communication**

Bidders are prohibited from communicating directly with any employee of the procuring department except as specified in this RFR, and no other individual SOC employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFR.

Bidders should note that no oral statements are binding on SOC and responses will be given only to written requests.

### **3.5 Reasonable accommodation**

Bidders with disabilities or hardships that seek reasonable accommodation, which may include the receipt of RFR information in an alternative format, must communicate such requests in writing to the SOC Contract Manager. Requests for accommodation will be addressed on a case by case basis. A Bidder requesting accommodation must submit a written statement which describes the Bidder's disability and the requested accommodation. The SOC Contract Manager reserves the right to reject unreasonable requests.

### **3.6 Ownership of Data**

Data provided to the Bidder by the SOC shall remain the property of the SOC. Bidders may not release or make use of such data except as provided by the contract or as authorized in writing by the SOC.

### **3.7 Best Value Selection and Negotiation**

The SOC may select the response(s) which demonstrate(s) the best value overall, including proposed alternatives, which will achieve the procurement goals of the Department. The SOC and a selected Bidder may negotiate a change in any element of contract performance or cost identified in the original RFR or the selected Bidder's response which results in lower costs or a more cost effective or better value than was presented in the selected Bidder's original response. Such negotiation may take place prior to signing the contract, as part of contract renewal, or as business conditions may require.

### **3.8 Costs**

Costs which are not specifically identified in the Bidder's response, and accepted by SOC as part of a contract, will not be compensated under any contract awarded pursuant to this RFR. The SOC will not be responsible for any costs or expenses incurred by Bidders responding to this RFR.

### **3.9 Information technology – clarification of language in Section 11, Indemnification, of the Commonwealth Terms and Conditions**

Pursuant to Section 11, Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the Contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the Contractor be liable for damages for the Commonwealth's use of Contractor provided products or services, loss of Commonwealth records or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the contract scope of work) that is the subject of the claim. Section 11 sets forth the Contractor's entire liability under a contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions.

### **3.10 Electronic Funds Transfer (EFT)**

All Bidders responding to this procurement must agree to participate in the Commonwealth Electronic Funds Transfer (EFT) for receiving payments, unless the Bidder can provide compelling evidence that it would be unduly burdensome. EFT is a benefit to both Contractors and the Commonwealth because it ensures fast, safe and reliable payment directly to Contractors and saves both parties the cost of processing checks. Contractors are able to track and verify payments made electronically through the Comptroller's Vendor

Web System. EFT applications can be found on COMMBUYS under **Contract Forms and Attachments for All Goods and Services**. To learn more about EFT and Vendor Web, please visit: <https://massfinance.state.ma.us/VendorWeb/Vendor.asp>.

Successful Bidders, upon notification, will be required to enroll in EFT as a contract requirement by completing and submitting the Authorization for Electronics Funds Payment form to OSD for review, approval and forwarding to the Office of the Comptroller.

The requirement to use EFT may be waived by the Contract Manager on a case-by-case basis if participation in the program would be unduly burdensome on the Bidder. If a Bidder is claiming that this requirement is a hardship or unduly burdensome, the specific reason must be documented in its response. The Contract Manager will consider such requests on a case by case basis and communicate the findings with the Bidder.

### **3.11 Prompt Payment Discounts (PPD)**

All Bidders responding to this procurement must agree to participate in the Commonwealth Prompt Payment Discount (PPD) initiative for receiving early and/or on-time payments, unless the Bidder can provide compelling proof that it would be unduly burdensome. PPD benefits both Contractors and the Commonwealth. Contractors benefit by increased, usable cash flow as a result of fast and efficient payments for commodities or services rendered. Bidders who also participate in the Electronic Funds Transfer initiative will maximize their benefit by ensuring that funds are paid directly to their designated accounts, thus eliminating the impact of check clearance policies and traditional mail lead time or delays. The Commonwealth benefits because Contractors reduce the cost of products and services through the applied discount. Payments that are processed electronically can be tracked and verified through the Comptroller's Bidder Web System.

Higher Prompt Pay Discounts, and longer time periods in which they are applicable, are desirable.

### **3.12 No Guarantee of Purchase**

The SOC makes no guarantee that any commodities or services will be purchased from any contract resulting from this RFR. Any estimates or past procurement volumes referenced in this RFR are included only for the convenience of respondents, and are not to be relied upon as any indication of future purchase levels.

### **3.13 Alternatives**

A response which fails to meet any material term or condition of the RFR, including the submission of required attachments, may be deemed unresponsive and disqualified. Unless otherwise specified, Bidders may submit responses proposing alternatives which provide equivalent, better or more cost-effective performance than achievable under the stated RFR specifications. These alternatives may include related commodities or services that may be available to enhance performance during the period of the contract. The response should

describe how any alternative achieves substantially equivalent or better performance to that of the RFR specifications. The Department will determine if a proposed alternative method of performance achieves substantially equivalent or better performance. The goal of this RFR is to provide the best value of commodities and services to achieve the procurement goals of the Department. Bidders that propose discounts, uncharged commodities and services or other benefits in addition to the RFR specifications may receive a preference under this RFR.

Bidders may also propose alternatives for equivalent, better or more cost-effective performance than specified under the Bidder's original response to enable the Department to take advantage of enhanced technologies, commodities or services which become available during the term of the contract.

### **3.14 Effective Duration of Responses**

Responses must remain in effect for at least 120 days from the submission deadline and thereafter until either the Bidder withdraws the response in writing, a contract is executed, or the procurement is cancelled, whichever occurs first.

### **3.15 Required Notifications**

Awarded Bidders will be required to keep current:

1. Contract Manager information. The Contract Manager shall be responsible for overall management, reporting and ensuing adherence to the performance measurements of this contract;
2. Name of authorized signatory (the individual names as signatory on the "Contractor Authorized Signature Verification Form.");
3. E-mail address, telephone and fax number for Contract Manager; and
4. Corporate/Individual address, payment and taxpayer identification (W-9) tax information.

For the duration of the contract and its extensions with the Commonwealth, notification of change to Contractor information as described above must be done in writing through the Contract Manager. Failure to keep this information valid may result in suspension from any contract resulting from this RFR.

**Prompt reporting of any merger or other corporate restructuring arrangements is required** both for the purpose of reassessing the qualification status of the changed entity and in order to ensure adherence with Commonwealth requirements for this contract. **Contractors cannot assume that their contract will automatically be transferred to restructured entities and are urged to discuss proposed restructuring arrangements with the Contract Manager prior to implementation.**

### **3.16 Required Standard Forms**

The following standard forms must be downloaded from: <http://www.mass.gov/anf/budget-taxes-and-procurement/oversight-agencies/osd/osd-forms.html>, completed as described below, and included in the RFR response.

### **3.17 Standard Contract Form**

By executing this document, the Bidder certifies, under the pains and penalties of perjury, that it has submitted a response to this RFR that is the Bidder's offer as evidenced by the execution of its authorized signatory, and that the Bidder's response may be subject to negotiation by the Contract Manager. Also, the terms of the RFR, the Bidder's response and any negotiated terms shall be deemed accepted by the Secretary of the Commonwealth and included as part of the contract upon execution of this document by the SOC.

### **3.18 Standard Commonwealth Terms and Conditions**

The Commonwealth Terms and Conditions shall be incorporated by reference into any contract for commodities and services executed pursuant to this RFR. Note that the Commonwealth Terms and Conditions have been "clarified" relative to liability; clarification language is included with this RFR, see Information Technology – Clarification of Language in Section 11, Indemnification of the Commonwealth Terms and Conditions.

The document must be unconditionally signed by the **authorized signatory (see Contractor Authorized Signature Verification Form, below)**, and submitted without alteration. If the provisions in this document are not accepted in their entirety without modification, the entire proposal offered in response to this solicitation may be deemed non-responsive.

The company's correct legal name and legal address must appear on this form, and must be identical to the legal name and legal address on the Massachusetts Substitute W-9 form.

### **3.19 Massachusetts Substitute W-9 Form**

If a Bidder has already submitted a W-9 form and has received a valid Massachusetts Bidder Code, an original W-9 form is not required. A copy of the form as filed may be included in place of an original. If necessary, the Bidder must complete, sign and submit the W-9 form. This form is required by the Office of the Comptroller for Taxation Reporting Information and is used to assign or confirm a Massachusetts Bidder Number. A contract cannot be executed without a valid Massachusetts Bidder Number on file with the Commonwealth. The information on this form will be used to record the Bidder's place of business and where payments under a state contract will be sent.

The company's correct legal name and legal address must appear on this form, and must be identical to the legal name and legal address on the Standard Terms and Conditions.

## **4 ADDITIONAL TERMS AND CONDITIONS**

*Contractor agrees to be bound by these Additional Terms and Conditions. In the event of a conflict between these Additional Terms and Conditions and the Commonwealth Terms and Conditions, these Additional Terms and Conditions will prevail.*

### **4.1 Specifications Included**

This Agreement includes the attached Specifications, which are incorporated in this Agreement by reference. Bidder must bid on items and quantities as specified in bid proposal: no additional charges will be accepted.

### **4.2 Duties of Contractor**

The Contractor agrees to perform all the work required by, and within the time specified in, the Specifications set forth in Section 6. The Contractor agrees to work with the Vendors of voting equipment to ensure that ballots are tested in a timely manner. Contractor is to be solely responsible for any charges incurred for transmittal of ballots to Vendors of voting equipment for testing. The Contractor agrees to furnish to the Department its best skill and judgment. It agrees to provide efficient business administration and superintendence and to use its best efforts to furnish at all times an adequate workforce and supply of materials and to perform the work in the best way and in the most expeditious and economical manner consistent with the interests of the Department. Performance by the Contractor must be fully satisfactory to the Department with respect to quality, workmanship, fitness, performance, and especially time. Time is of the essence. All labor, equipment, and materials necessary, other than those supplied by the United States Postal Service, must be furnished by the Contractor unless the Specifications expressly provide otherwise.

Contractor shall maintain an adequate workforce and at all times comport with the highest standards of its trade.

Time is of the essence in the performance of this Agreement. It is agreed and understood that the Department may direct the Contractor to use employee overtime, which shall not be chargeable to the Department if the Department determines it is necessary for the reasonable completion of the work.

Contractor will be responsible to pick up any ballots or other materials delivered incorrectly. This includes errors in packaging (quantities) and/or delivery as well as packages damaged during delivery.

Contractor shall be solely responsible for the secure storage of the ballots and materials. No circumstances, including Acts of God, shall excuse Contractor from this responsibility.

### **4.3 Consideration**

In consideration for its performance of this Agreement, the Department agrees to pay to the Contractor, as compensation for its services, the cost of the work provided in the

Performance Specifications. This payment is the sole consideration for the Contractor's performance of this Agreement. The Department agrees to make the payments only subject to appropriation by the General Court.

#### **4.4 Contract Manager**

The Department designates Attorney Rebecca S. Murray, Elections Division, as its Contract Manager for the purpose of this Agreement. The Contract Manager has authority to act on behalf of the Department on matters concerning this Agreement. If the Contract Manager becomes incapable for any reason to act in this capacity, the Department will designate a successor representative.

#### **4.5 Department's Remedies for Breach**

In addition to any other remedies which the law or the Agreement provides, if the Contractor fails to perform any requirement of this Agreement, within the required time, the Department may terminate this Agreement or may arrange for its performance by a person other than the Contractor.

Time is of the essence of this Agreement. Therefore, Contractor agrees to comply strictly with all times and schedules specified in this Agreement or any plans or other schedules to which the parties agree in writing. Failure to meet such schedules or deadlines shall constitute a material breach of this Agreement.

#### **4.6 Application of Agreement**

The Department and the Contractor each binds himself or itself and his or its successors, assigns, and legal representatives to the other party with respect to all obligations in this Agreement. The Contractor shall not assign this Agreement or agree with any other person to perform any part of it without the written consent of the Department. The Contractor shall not assign any payment due or to become due under this Agreement without the written consent of the Department.

The Department reserves the right to elect to contract with another contractor or not to use the contractor for any part of the work specified in Section 6 Performance Specifications if such election is in the best interest of the Department.

#### **4.7 Time; Liquidated Damages**

All times and schedules stated in the Specifications are of the essence to this Agreement. The Contractor agrees to complete the performance of the work within those times. The Department may require the use of employee overtime, without additional cost to Department if, through no fault of the Department, it reasonably determines overtime to be necessary for completion of the work on time. The Department may assess liquidated damages of not more than \$1000 per day per delivery location for every day of delay for any reason whatsoever, other than those delays which are directly attributable to the Department, in meeting delivery schedules, including Saturdays, Sundays, and holidays, and beginning at

the end of the first such day. If any such delay is caused by the fault of the Department, Department still may assess liquidated damages for any additional delay not caused by its fault, and the Contractor shall attempt in good faith to regain compliance with the schedule, unless the Department directs otherwise in writing. The Department agrees to pay documented charges, such as employee overtime, which result from such a good faith attempt to regain compliance with the schedule, provided such overtime has been approved in writing by Department in advance.

Packages that must be picked up by the contractor because they were delivered incorrectly and/or damaged during delivery may be considered late and assessed damages in accordance with this section.

Said liquidated damages may be withheld from amounts due to Contractor under this Agreement. The assessment of liquidated damages shall not preclude a claim by the Department for damages which exceed the amount assessed in liquidated damages.

#### **4.8 Modification of Agreement; Integration; Cancellation**

The Department reserves the right to modify, within the general scope of this Agreement, all provisions concerning quantities, schedules, deliveries, and general performance standards. Otherwise, this Agreement shall be modified or amended only in writing signed by the Contractor and the Department. This Agreement is intended as the final and complete Agreement of the parties, prior understanding notwithstanding.

#### **4.9 Acceptance**

Delivery shall be inside free of all charges to the places required by the Specifications. This includes inside delivery to local election officials within the Commonwealth or alternate locations as they may designate, except where the Specifications require otherwise. All goods are subject to acceptance or rejection by the Department under the Sales Article of the Uniform Commercial Code.

#### **4.10 Correction of Errors**

The Contractor warrants the work to be free from error which does not arise from the fault of the Department. The Contractor agrees to correct any errors in the work, as soon as possible when brought to its attention, by the use of employee overtime when necessary, and within a time reasonably acceptable to the Department. Correction of all errors shall be without additional cost to the Department, except that additional payment will be made for overtime which is required by the fault of the Department, including delayed transmission of copy, error in copy transmitted, or other similar change of condition, provided such overtime has been approved in writing by Department in advance.

#### **4.11 Performance Bond**

The Contractor agrees to furnish a performance bond, in the amount of one-third of the total contract price under this Agreement, as security for the faithful performance of this



Agreement. This bond shall be delivered to the Department no later than the date of the execution of this Agreement. The amount of this bond shall not limit in any way the amount of recovery by the Department if the Contractor breaches this Agreement.

#### **4.12 On Site Inspections**

It is agreed and understood that the Department may make unannounced, on-site inspections of the Contractor's facility. It is further agreed and understood that the Department has the right to observe the entire processing of materials at any time.

#### **4.13 Meetings**

It is agreed and understood that either party may request, in writing, a meeting to discuss the performance of this Agreement.

#### **4.14 Notices to Either Party**

All notices required under this Agreement shall be deemed given when sent by regular mail, postage pre-paid, addressed to the respective parties as follows:

Rebecca S. Murray  
Assistant Director/Associate Legal Counsel  
Elections Division  
One Ashburton Place, Room 1705  
Boston, MA 02108  
617-727-2828

#### **4.15 Provisions of Law Included**

This Agreement includes the relevant provisions of any general or special law, which are incorporated by reference and made applicable to the Contractor as they are to the Department.

## **5 BILLING/INVOICING**

### **5.1 Billing**

The correct and timely billing for products and services used by the Commonwealth is of utmost importance. Incorrect or tardy invoices affect all aspects of the SOC's existing budgets, spending, allocation of funds and fiscal year planning.

The SOC will not tolerate consistent and continual erroneous or untimely billing. Such behavior on the part of the Contractor may result in the removal of the Contractor from the existing contract for non-performance.

The Contractor must provide Customer Service Billing Representatives that are located in Massachusetts or provide such representatives who will meet, upon SOC request, at the SOC's facility to resolve outstanding billing issues. Such on-site visits will be at the Contractor's expense.

The Contractor must agree to provide Customer Service Billing Representatives that are trained in and familiar with both the terms and conditions of this RFR and the Contractor's billing system.

The Contractor must agree that invoices to the SOC for products and/or services delivered in the current fiscal year (July 1<sup>st</sup> to June 30<sup>th</sup>) are reconciled by July 30<sup>th</sup> to ensure payment from appropriate budgets.

For Parts I through V, within 30 days after the relevant primary or election, for goods delivered for use at or before that primary or election, the Contractor shall prepare and submit to the SOC a payment voucher setting forth the cost as set forth in the Specifications; the SOC shall then pay the amount due under this agreement in accordance with article three of the standard terms and conditions. Parts VI through X are to be paid after completion of delivery of material and proper submission of payment voucher in accordance with article three of the standard terms and conditions.

The Contractor must not submit invoices for devices and/or services which have not been approved (post contract execution) by the Contract Manager. Invoices that contain changes which have not been previously submitted and approved by the Contract Manager will not be honored.

The Contractor may not submit invoices that include costs that have been increased over those proposed in the Bid Response Sheet during the course of this contract.

The Contractor must provide an invoice that lists the items or service purchased in a clear, understandable manner. The invoice must include the quantity of each item, a description of each item and the cost for each item in a simple report format understandable to the "lay person." The use of "codes" in place of product description will not be acceptable in the Contractor's invoice although the Contractor may list associated billing codes for its own use.

## 6 PERFORMANCE SPECIFICATIONS

Contractor must bid on items as specified. No additional charges will be accepted.

### 6A.1 GENERAL PROVISIONS FOR PRIMARIES AND ELECTIONS

Prices include all composition, proofreading, printing, cutting, cutting to register, collating (with paper bands supplied by Contractor), folding, counting, examining, binding, packing and delivery of any and all material. Prices also include Department's author's alterations to not more than 20 percent of all ballot formats at proof-approval stages, and reprinting of ballots for which incorrect proof was approved for not more than 10 percent of all precincts. Additional author's alterations at proof-approval stages before ballot printing, beyond number mentioned in preceding sentence, will be charged at amount per format specified in bid. The cost of reprints above those allowable shall be at 1/3 the price bid per precinct in this contract for the primary and 1/2 the price bid for the election. The cost of reprints for errors made by Contractor shall be at no charge. Re-orders per precinct will be priced at 1/3 the per precinct bid quoted for the primary and 1/2 the price bid for the election. Tag envelopes size 15 1/2" x 12" with printing for penalty and instruction cards, specimen ballots and other materials to be determined by the Department are to be supplied by the Contractor. The envelopes shall be one for every precinct and an additional approximately 500 envelopes to precincts designated as requiring additional materials determined by the Department. Contractor shall obtain all paper and envelopes required. The use of recycled paper to fulfill the *ballot printing* requirements of this contract shall be prohibited.

For the November 2018 election, an additional ballot type will need to be prepared and printed—early voting ballots, which will be required for each type of voting equipment. Such ballots will be substantially the same as the absentee ballots but with different wording in the header and for paper ballots, in the instructions.

Prices include placing ballots in cartons (with packing lists of how many ballots are in each carton), labeling the cartons and sealing, inserting instruction and penalty cards, specimen ballots and other materials to be determined by the Department into envelopes, packing in cartons, labeling and marking cartons. This also includes: **the packaging of all paper ballots, optical scanner ballots, and absentee and official ballots in blocks of precisely the same amount of ballots, to be determined by the Department, and only the same ballot style**; delivery to local election officials within the Commonwealth or alternate locations as they may designate; receipt of a signed packing or delivery receipt from each local election official, which must be submitted to the Department for all materials delivered under this Agreement. The materials to be delivered and a receipt provided include, but are not limited to: paper absentee ballots, paper absentee ballot instructions, paper official ballots, penalty and instruction cards for paper ballots, optical scanner absentee ballots and instructions, optical scanner question sheets (if necessary), optical scanner official ballots, all specimen ballots for each type of voting equipment, any ballot handouts for any system that may be necessary and cards of instruction to voters (which vary with type of system in use); copies of Information to Voters pamphlet at the regular state election (to be shipped with specimen ballots for each precinct for posting, pamphlet supplied by the Department); and other materials determined by the Department. This shall include Spanish language

materials determined by the Department for the municipalities of Boston, Chelsea, Holyoke, Lawrence, Lowell, Lynn, Revere, Southbridge, Springfield, Worcester; Khmer language materials for the City of Lowell and Chinese language materials for the Cities of Quincy and Malden and may include additional non-English materials to other municipalities as determined by the Department. Chinese and Vietnamese materials will be required for the City of Boston in addition to the Spanish bilingual ballots and materials noted above. Additional language requirements may be necessary as determined by the Director of the Federal Census in accordance with federal law. The Department will notify contractor of such requirements as soon as available.

Prices for printing ballots should include the costs to send sample ballots to voting equipment vendors for testing and programming. This includes up to 25 of each ballot style (and for each party in the case of a primary) which must be sent tracked and expedited mail service to each voting equipment vendor designated by the Department.

Contractor to arrange for timely inside delivery directly to local election authority or their designee. Confirmation of such inside delivery must be submitted forthwith to the Department. The delivery must be made by trucks owned or leased by the printer. The use of any alternate method of delivery is prohibited unless approved in writing by the Department prior to use of such method. The confirmation report must include the name(s) of the municipalities to be delivered by that method, when they will be delivered, and confirmation of the delivery.

Department will supply candidate information and texts of questions for ballots and lists by typewritten copy, computer disk, tape or electronic file. Approximately 1,000 names will be entered for state primary and election (combined). The Contractor must proof all material. Wherever appropriate the word "ballot" shall include official paper, paper absentee, and paper specimen, question sheets and absentee instructions, including paper ballots printed for use with an optical scan voting system. Quantities stated are approximate only. Prices to be quoted for the ballot productions for the State Primary should be based on the 2016 State Primary. Prices to be quoted for the State Election should be based on the quantities used in the 2016 election plus or minus 10%.,.This includes printing one official ballot for each registered voter, absentee ballots equaling 15% of the total number of voters and early voting ballots equaling 45% of the total number of voters. The Department will determine the order in which the ballots for various types of voting equipment will be printed. **All dates specified in this contract are subject to change if General Court changes any election or filing deadlines.**

All types of voting equipment identified in the Agreement are subject to change and new equipment may be approved for use in Massachusetts and therefore ballots and materials identified within the Agreement are to be printed in accordance with manufacturer's specifications. It is the Contractor's responsibility to work with all voting equipment vendors to ensure all ballot printing specifications are met.

Definition of format and reprint: "Format" is a change in the name of any office, party, district, candidate or type of voting equipment on the voting face ("inside") of the ballot, or any change in type of voting equipment, or kind of ballot (official, absentee, or specimen) on the cover face ("outside") of the ballot, submitted to the Department for approval at the

proof stage. “Reprint” is after the Department has approved proof for printing and discovered an error after the printer printed the ballots.

**6A.2 POSTING FOR POLLING LOCATIONS**

Massachusetts Voters Bill of Rights, penalty violations and instruction to voters, printed with black ink on one sheet approximately 26” x 11” white paper (three fold sheet, one on each panel). Three (3) postings to be provided per precinct. State primary instructions to voters are to be different from state election instructions.

Quantities

State Primary

	English	Spanish
AccuVote	7000	2000
Optech Eagle	500	300
DS200	500	300
ImageCast	500	300
Paper	300	200

State Election

	English	Spanish
AccuVote	7000	2000
Optech Eagle	500	300
DS200	500	300
ImageCast	500	300
Paper	300	200

The number of instruction sheets may change for any system but the total quantity will remain the same. Each bid to be specified per precinct to include Massachusetts Bill of Rights, penalty violations and instruction to voters for each primary or election. Instruction sheets for new types of voting systems may be needed.

**6A.3 LABELS FOR BALLOT BOXES**

The Contractor shall print a sufficient number of labels 2 ½” x 5” (approximately 7,500), using text to be supplied by the Department, to be used with absentee ballots.

Per precinct bids to include labels.

**6A.4 CHARACTERISTICS OF COMPUTER FILE**

The computer file will contain certain data fields electronically in a text file that will be provided via electronic message or on computer disk. Other electronic files may be provided, such as Excel spreadsheets. The computer file(s) will contain only text and no layout. Contractor is responsible for applying given text to applicable layout and all typesetting.

## **6A.5 PACKAGING**

**All ballots are to be shrink-wrapped or securely banded with precisely 100 ballots per package, unless the ballot quantity ordered for the location is less than 100. Within the package, only the same ballots shall be placed.** The shrink-wrapped or banded ballots shall be placed in cardboard boxes, with each box clearly labeled showing the number of ballots and title or precinct, city and town. The Contractor must submit proposed banding or shrink-wrap packaging to the Department for approval and all costs must be included in bid proposal. No additional charges for banding or shrink-wrapping will be approved by Department.

The specimen ballots, Massachusetts Bill of Rights, penalty violations and instruction to voters and other materials that may be determined by the Department must be placed in separate packages, but can be within the same outer package of the ballots, for shipping, and labeled. Additionally, Information for Voters pamphlets, which are supplied by the Department, must also be included in shipping cartons for the state election.

Each shipping carton shall contain a packing slip, prepared by the Contractor, containing the name of the city or town, the number of ballots contained therein, including specification as to the precinct and party (if applicable) and the number of total boxes to be delivered. The Department may require additional materials to be included and may specify in writing the order in which any or all materials are to be printed or delivered.

## **6A.6 BOXES**

Contractor is to supply approximately 12,000 outside cartons for shipping, within which packages containing ballots and other materials will be placed.

Samples of boxes are to be shown to the Department for approval prior to Contractor ordering.

Contractor is to obtain and pay for envelopes for specimen ballots and window sheets (packing slips) signifying number of ballots enclosed in cardboard boxes.

Per precinct bids are to include boxes, envelopes and window sheets (packing slips).

## **6A.7 PROOFS:**

Contractor must furnish two (2) sets of proofs of ballots, formatted in accordance with styles provided by the Department, with order of names, addresses, and statements, if any, for all candidates, and party affiliation, if any. Contractor will continue to furnish two (2) sets of proofs as corrections are made and new proofs are necessary. Each subsequent set of proofs shall be labeled by Contractor (i.e., 1<sup>st</sup> proof, 2<sup>nd</sup> proof, etc).

Proofs must be available in electronic format as well as paper. Paper proofs are to be sent to Elections Division, Office of the Secretary of the Commonwealth, Room 1705, McCormack Building, One Ashburton Place, Boston, Massachusetts 02108. Electronic proofs may be

emailed to Rebecca Murray at [Rebecca.Murray@sec.state.ma.us](mailto:Rebecca.Murray@sec.state.ma.us), or any other employee of the Department as designated by the SOC's Contract Manager or made available for download through a secure FTP site. Contractor must clearly indicate on all proofs which version (first, second, third, etc.) is being furnished. The Contractor shall supply the Department, upon request, with galley proofs, in a format electronically compatible with or convertible to Microsoft Word as well as a .pdf file. Contractor must make each electronic file size as small as possible and shall reduce the file size when requested.

ACTUAL PRINTED COPY OF EACH OF THE FOLLOWING TO BE SUPPLIED TO THE DEPARTMENT FOR FINAL CHECK PRIOR TO SHIPMENT, AS PRESS RUNS ARE MADE: OFFICIAL PAPER BALLOT, OFFICIAL PAPER ABSENTEE BALLOT INCLUDING INSTRUCTIONS, PAPER SPECIMEN BALLOT, OPTICAL SCAN OFFICIAL BALLOT, OPTICAL SCAN OFFICIAL ABSENTEE BALLOT, OPTICAL SCAN SPECIMEN BALLOT, OPTICAL SCAN ABSENTEE BALLOT INSTRUCTIONS, QUESTION HANDOUTS (IF ANY), SPANISH OR OTHER LANGUAGE DOCUMENTS, FOR EACH PRECINCT.

Contractor is to supply Adobe Acrobat electronic versions of all ballots to Department within 48 hours after final approval of each ballot style for shipping.

#### **6A.8 PRESSWORK**

Black throughout for all items in proposal, except where otherwise specified.

#### **6A.9 PAPER FOR BALLOTS FOR ALL ELECTIONS**

Contractor to furnish stock as follows and submit samples prior to purchase. **Additionally, Contractor must consult with manufacturers of voting equipment for detailed optical scan ballot stock and printing specifications.**

- \*\*  
— For OPTECH Eagle optical scan ballots - Wassau 110 lb. OPT stock: white (to contain color—blue, pink, green or purple—at top for primary ballots and yellow at top for election ballots).
- \*\*  
— For Accu-Vote ES-2000 Optical Scan Ballots - 90 lb. exact index or equal: white (to contain color— blue, pink, green or purple —at top for primary ballots and yellow at top for election ballots).
- \*\*  
— For DS200 optical scan ballots - 80 lb. stock: white, smooth finish (to contain color—blue, pink, green or purple—at top for primary ballots and yellow at top for election ballots).
- \*\*  
— For ImageCast optical scan ballots – Cascades Fine Paper Rollan Opaque 50, 80 and 110 lb. stock: bright white, smooth finish or cover bright white, smooth finish; or Cascades Fine Paper Rollan Opaque 50 65 lb. stock: cover bright white, smooth finish; or International Paper Accent Opaque, 80 and 100 or 65 cover, smooth white (to contain color—blue, pink, green or purple—at top for primary ballots and yellow at top for election ballots).

\*\* For paper ballots - 50lb. Finch Opaque, smooth finish, or the equivalent: pink, salmon, blue, light blue, green, light green, purple, light purple and buff for the primary and white, beige, and buff for the election.

\*\* Additional colors may be needed if there are new political parties; color of new parties' ballot stock to be determined by the Department. New or existing parties may be printed on paper ballots at Department's discretion.

**CONTRACTOR RESPONSIBLE FOR ENSURING SPECIFICATIONS FOR BALLOT PRINTING WITH VENDORS OF VOTING EQUIPMENT ARE MET.** This includes seeking prior approval from vendors of voting equipment of use of any paper other than that specified by manufacturer as approved for use with equipment.

Contractor to obtain and pay for stock for paper ballots, optical scan ballots, question sheets, if any, specimen ballots, absentee ballot instruction sheets, Massachusetts Bill of Rights, penalty and instruction sheets, and any other stock necessary. Colors to appear at the top of primary ballots must be approved, in writing, by the Department. Color to be submitted to the Department for approval prior to purchasing.

Currently, eleven (11) municipalities require all their ballot material to be printed bilingually in English and either Spanish, or Chinese. The bilingual Spanish communities are: Boston (255 precincts), currently using AccuVote; Chelsea (16 precincts), currently using OpTech; Holyoke (14 precincts), currently using AccuVote; Lawrence (24 precincts), currently using AccuVote; Lynn (28 precincts), currently using AccuVote; Revere (18 precincts), currently using OpTech; Southbridge (5 precincts), currently using AccuVote; Springfield (64 precincts), currently using OpTech; and Worcester (50 precincts), currently using DS200. The City of Quincy (30 precincts), currently using ImageCast and the City of Malden (18 precincts), currently using AccuVote require Chinese language materials.

One city, Lowell (33 precincts), currently using AccuVote, requires trilingual materials, with Spanish and Khmer translations<sup>1</sup>

Chinese and Vietnamese materials will be required for the City of Boston in addition to the Spanish bilingual ballots and materials noted above. Additional language requirements may be necessary as determined by the Director of the Federal Census in accordance with federal law. The Department will notify contractor of such requirements as soon as available.

**NOTE:** Contractor may have to supply stock and ballots for any new system approved by the Department pursuant to 950 C.M.R. § 50.00 after the awarding of the contract. The Department recognizes that such new system may entail additional printing costs, but these costs should be reasonable and agreed to by the Department in writing prior to any printing or purchasing. The Department reserves the right to use another Contractor for printing of ballots and/or materials for any new system.

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<sup>1</sup> As noted above, the type of voting equipment used by the municipalities listed herein may change. Once the SOC is notified of a change of voting equipment, SOC will notify the Vendor promptly.



## **6A.10 PRINTING SPECIFICATIONS FOR ALL BALLOTS**

Printing shall be using offset for text with black ink for ballots at all elections. Printing of ballots must meet specifications of voting equipment including printing of any timing marks or other special printing necessary for operation with voting equipment. Contractor is solely responsible for ensuring compliance with voting equipment printing standards.

Per precinct bids to include printing and delivery of absentee ballot instructions, including bilingual instructions as noted above.

Electronic ballot files must be available at least 48 days before each federal election, which includes the state primary and state election.

## **6B. PART I. STATE PRIMARY**

The State Primary is scheduled for September 18, 2018 pursuant to state law. It is likely that this date will be changed by an act of the Legislature or other determination made in accordance with law to an earlier date. The Department will notify the Contractor as soon as possible if the date changes.

### **6B.1 LISTS OF STATE PRIMARY CANDIDATES**

1,000 copies—List of candidates for Democratic primary: printed on pink paper, 5 ½”x 18” containing office, district, and names and addresses of all Democratic candidates, in ballot order. Collated and stapled at top.

1,000 copies—List of candidates for Republican primary: printed on blue paper, 5 ½” x 18” containing office, district, and names and addresses of all Republican candidates, in ballot order. Collated and stapled at top.

500 copies—List of candidates for Libertarian primary: printed on purple paper, 5 ½” x 18” containing office, district, and names and addresses of all Green-Rainbow candidates, in ballot order. Collated and stapled at top.

Copy to be supplied to Contractor by June 25, 2018. This date is subject to change if the filing deadline or primary date is changed.

To be shipped inside delivery NO LATER THAN July 9, 2018 to: Elections Division, Office of the Secretary of the Commonwealth, One Ashburton Place, Room 1705, Boston, Massachusetts 02108. Inside delivery must be scheduled with Department at least forty-eight (48) hours in advance.

### **6B.2 QUANTITIES AND DELIVERY FOR ALL BALLOTS PER PARTY**

Quantities for ballots are to be provided at least three months before relevant primary or election.

Quantities for all specimen ballots are ten (10) per party, per precinct for the state primary.

Electronic copies of absentee ballots must be available to the Department no later than 3:00 p.m. on July 16, 2018.

Absentee ballots must be delivered to all cities and towns by Contractor not later than July 23, 2018.

Official ballots and specimen ballots must be delivered to all cities and towns by Contractor not later than August 15, 2018.

These dates are subject to change if the primary date or filing deadlines are changed or affect the availability of copy.

### **6B.3 STATE PRIMARY PAPER OFFICIAL, ABSENTEE BALLOTS AND SPECIMEN BALLOTS**

Democratic Official - Pink - 2 column, 3 column or 4 column ballot. Printed two sides with changes on both sides.

Democratic Absentee Ballots - Salmon - 2 column, 3 column or 4 column ballot. Printed two sides with changes on both sides. Instructions to be printed on absentee ballot.

Republican Official - Blue - 2 column, 3 column or 4 column ballots. Printed two sides with changes on both sides.

Republican Absentee Ballots - Light blue - 2 column, 3 column or 4 column ballot. Printed two sides with changes on both sides. Instructions to be printed on absentee ballot.

Libertarian Official - Purple - 2 column, 3 column, or 4 column ballot. Printed two sides with changes on both sides.

Libertarian Absentee Ballots - Light purple - 2 column, 3 column, or 4 column ballot. Printed two sides with changes on both sides. Instructions to be printed on absentee ballot.

Folded size 4 ½" wide x 13 ½" high; flat open sizes: 2 column, 9" x 13 ½", 3 column, 13 ½" x 13 ½", 4 column, 18" x 13 ½", 5 column, 22 ½" x 13 ½".

#### **6B.3.1 Specimen Paper Ballots for State Primary:**

Printed on a shade of the same color paper for each party - 3 column, 4 column or 5 column (same as absentee and official).

Printed one side only with inside ballot changes and information required by the Department. Must include paper ballot image the same size as actual paper ballot and be large enough to include additional text.

Ten (10) per party, per precinct.

### **6B.3.2 Shipping quantities and text:**

Quantities and copy for actual runs on outside of ballot are to be supplied by Department by May 14, 2018.

Copy for actual runs on inside of ballot are to be supplied by Department by June 25, 2018.

Electronic copies of absentee ballots must be available to the Department no later than 3:00 p.m. on July 11, 2018.

Absentee ballots are to be delivered to all cities and towns by Contractor no later than July 27, 2018.

Official ballots and specimen ballots are to be delivered to all cities and towns by Contractor no later than August 15, 2018.

These dates are subject to change if the primary date or filing deadlines are changed which affect the availability of copy.

### **6C.4 OPTICAL SCANNER BALLOTS, ABSENTEE BALLOTS, AND SPECIMEN BALLOTS FOR STATE PRIMARY**

Democratic Official – White with Pink header – 2 or 3 columns. Printed one or two sides.

Democratic Absentee Ballots – White with Salmon header – 2 or 3 columns. Printed one or two sides and pre-scored at least twice for folding, however, tested so that score does not affect ballot marking area. Separate Absentee Ballot Instruction sheets to be printed.

Republican Official – White with Blue header - 2 or 3 columns. Printed one or two sides.

Republican Absentee Ballots – White with Light Blue header – 2 or 3 columns. Printed one or two sides and pre-scored at least twice for folding however, tested so that score does not affect ballot marking area. Separate Absentee Ballot Instruction sheets to be printed.

Libertarian Official – White with purple header – 2 or 3 columns. Printed one or two sides.

Libertarian Absentee Ballots – White with Light purple header – 2 or 3 columns. Printed one or two sides and pre-scored at least twice for folding however, tested so that score does not affect ballot marking area. Separate Absentee Ballot Instruction sheets to be printed.

#### **6B.4.1 Specimen Optical Scanner Ballots for State Primary:**

Printed on a shade of the same color paper for each party. Printed one side only with inside ballot changes and information required by Department

Ten (10) per party per precinct.

**6B.4.2 Shipping quantities and text:**

Quantities and copy for actual runs on outside of ballots are to be supplied by the Department by May 14, 2018.

Copy for actual runs on inside of ballot to be supplied by the Department by June 25, 2018.

Electronic copies of absentee ballots must be available to the Department no later than 3:00 p.m. on July 13, 2018.

Absentee ballots and instructions must be delivered to all cities and towns by Contractor no later than July 27, 2018.

Official ballots and specimen ballots must be delivered to all cities and towns by Contractor no later than August 15, 2018.

These dates are subject to change if the primary date or the filing deadlines are changed which affect the availability of copy.

**6C - PART II. STATE ELECTION**

State law currently prescribes the date of the state election as November 6, 2018 and the State Primary to be held on September 18, 2018. It is likely that the State Primary date will be changed to an earlier date, which is what the dates below are based upon. The Department will notify the Contractor as soon as possible if the date changes.

**6C.1 LIST OF ELECTION CANDIDATES AND QUESTIONS:**

2,000 copies—List of candidates and questions for State Election: printed on white paper, size 5 ½” x 18”, containing office, district name, address and party designation of all candidates, in ballot order, together with text of all questions which will appear upon any ballot. Collated and stapled at top.

Copy to be supplied by Department to Contractor by September 14, 2018. These dates are subject to change if the election date or filing deadlines are changed or affect the availability of copy.

To be shipped by Contractor inside delivery NO LATER THAN October 1, 2018 to: Elections Division, Office of the Secretary of the Commonwealth, One Ashburton Place, Room 1705, Boston, Massachusetts 02108. Inside delivery must be scheduled with Department at least forty-eight (48) hours in advance.

## **6C.2 QUANTITIES FOR ALL BALLOTS:**

Quantities for ballots to be provided at least three months before relevant primary or election.

## **6C.3 STATE ELECTION PAPER OFFICIAL, PAPER EARLY VOTING, PAPER ABSENTEE BALLOTS AND SPECIMEN BALLOTS**

Official—White - 5, 6, 7, 8 or more column ballots. Printed two sides with changes.

Early—Gray- 5, 6, 7, 8 or more column ballots. Printed two sides with changes. Instructions to be printed on early voting ballots. Candidate and question text will be the same as official ballot but header will include the word “early voting” and different instructions than the absentee ballots.

Absentee—Yellow – 5, 6, 7, 8 or more column ballots. Printed two sides with changes. Instructions to be printed on absentee ballot.

Folded size 4 ½” x 13 ½” high; flat open sizes: 5 column, 22 ½” x 13 ½”; 6 column, 27” x 13 ½”; 7 column, 31 ½” x 13 ½”; 8 column 36” x 13 ½”.

### **6C.3.1 Specimen Ballots for State Elections:**

Buff or similar color paper – 5, 6, 7, 8 or more column ballot (same as absentee and official)

Printed one side only with inside ballot changes, and information required by the Department same as state election paper ballot forms. Must include paper ballot image the same size as actual paper ballot and be large enough to include additional text.

Ten (10) per precinct.

### **6C.3.2 Shipping quantities and text:**

Quantities for actual runs on outside of ballot are to be supplied by Department by August 6, 2018.

Copy for actual runs on inside of ballot are to be supplied by Department by September 14, 2018; provided, however, that in the event that a challenge is made to a nomination at a state primary, upon notification to the Contractor, the Department will have until September 20, 2018, to supply such name. Additionally, these dates are subject to change if the primary date or filing deadlines are changed and delay receipt of ballot information by Department.

Electronic copies of absentee ballots must be available to the Department no later than 3:00 p.m. on September 19, 2018.

Early voting ballots must be delivered to all cities and town by Contractor at least 24 days before election.

Absentee ballots must be delivered to all cities and towns by Contractor not later than October 1, 2018. If a challenge is filed, as described above, then Contractor has until October 5, 2018 to deliver absentee ballots to the cities or towns in the district affected.

Official ballots and specimens must be delivered to all cities and towns by Contractor no later than October 19, 2018.

#### **6C.4 OPTICAL SCANNER BALLOTS, EARLY VOTING BALLOTS, ABSENTEE BALLOTS AND SPECIMEN BALLOTS**

Official optical scanner ballots printed one or two sides, white.

Early voting optical scanner ballots—white with gray header, printed one or two sides and pre-scored at least twice for folding, however, tested so that score does not affect ballot marking area. Will be the same as absentee ballots but with the word “early voting” in the header.

Absentee optical scanner ballots—white with yellow header, printed one or two sides and pre-scored at least twice for folding, however, tested so that score does not affect ballot marking area.

Optical scan specimen ballots, printed one side, buff or similar color paper stock, facsimile of official ballot, ten (10) per precinct.

Optical scanner absentee ballot instructions as needed.

Optical scanner question sheets and amounts to be provided will be specified if needed.

##### **6C.4.1 Shipping quantities and text**

Copy for actual runs on inside of ballot is to be supplied by Department by September 12, 2018; provided, however, that in the event that a challenge is made to a nomination at a state primary, upon notification to the Contractor, the Department will have until September 21, 2018, to supply such name. Additionally, these dates are subject to change if the primary date or filing deadlines are changed and delay receipt of ballot information by Department.

Electronic copies of absentee ballots must be available to the Department no later than 3:00 p.m. on September 18, 2018.

Early voting ballots must be delivered to all cities and towns by Contractor at least 24 days before election.

Absentee ballots must be delivered to all cities and towns by Contractor not later than October 1, 2018. If a challenge is filed, as described above, then Contractor has until October 5, 2018 to deliver absentee ballots to the cities or towns in the district affected.

Official ballots and specimens must be delivered to all cities and towns by Contractor no later than October 19, 2018.

## **6D - PART III. SPECIAL PRIMARIES AND ELECTIONS**

### **6D.1 SPECIAL STATE PRIMARIES—**

**Currently only three (3) parties, but additional parties may be added or removed after 2018 state election.**

#### **BALLOTS:**

To be ordered as and when required for the filling of vacancies in the office of Representative or Senator in the Massachusetts General Court, or a vacancy in the office of Representative in Congress, or United States Senator (a Statewide Election).

Copies and quantities for actual runs, with number of changes, will vary according to demand.

Copy, shipping and delivery dates to be supplied. However, absentee ballots must be delivered to those municipalities within the affected districts by the Contractor 28 days prior to the date of the special state primary. Electronic ballot files for absentee ballots must be available at least 48 days before any federal special primary or election for US Representative or US Senator.

Official ballots must be delivered to the municipalities within the affected districts by the Contractor no later than 10 business days prior to the special state primary.

#### **6D.1.1 OFFICIAL PAPER BALLOTS**

Democratic official ballots to be printed on pink paper — printed two sides.

Republican official ballots to be printed on blue paper — printed two sides.

Libertarian official ballots to be printed on purple paper — printed two sides.

Folded size 4 ½” x 11” high (flat open size 13 ¼” x 11”).

#### **6D.1.2 ABSENTEE PAPER BALLOTS**

Democratic absentee ballots to be printed on salmon paper, same size as official — printed two sides. Instructions to be printed on absentee ballot.

Republican absentee ballots to be printed on light blue paper, same size as official — printed two sides. Instructions to be printed on absentee ballot.

Libertarian absentee ballots to be printed on light purple paper, same size as official — printed two sides. Instructions to be printed on absentee ballot.

Folded size 4 ½” x 11” high (flat open size 13 ¼” x 11”).



**6D.1.3 SPECIMEN BALLOTS:**

Printed on a shade of the same color paper for each party. Printed one side only with inside ballot changes and information required by Department

Size 13 ¼” wide x 11” high approximately. Must include paper ballot image the same size as actual paper ballot and be large enough to include additional text.

Ten (10) per precinct, per party

**6D.1.4 OPTICAL SCANNER OFFICIAL BALLOTS, ABSENTEE BALLOTS AND SPECIMEN BALLOTS:**

Democratic Official - white with pink header — printed one side.

Democratic Absentee – white with salmon header — printed one side and pre-scored at least twice for folding, however, tested so that score does not affect ballot marking area.

Republican Official – white with blue header — printed one side.

Republican Absentee – white with light blue header — printed one side and pre-scored at least twice for folding, however, tested so that score does not affect ballot marking area.

Libertarian Official – white with purple header — printed one side.

Libertarian Absentee – white with light purple header — printed one side and pre-scored at least twice for folding, however, tested so that score does not affect ballot marking area.

Optical scanner absentee ballot instructions as needed.

Optical scanner specimen ballots printed on one side, on similar shade stock as ballots for each party, facsimile of official ballot.

Ten (10) per precinct per party.

**6D.1.5 Shipping quantities and text:**

Copies and quantities for actual runs, with number of changes, will vary according to demand.

Copy, shipping and delivery dates to be supplied. However, absentee ballots must be delivered to municipalities within the affected district by Contractor 28 days prior to the date of the primary. Official ballots must be delivered to municipalities within the affected district by Contractor no later than 10 business days prior to the primary.

## **6D.2 SPECIAL STATE ELECTIONS:**

### **6D.2.1 PAPER BALLOTS:**

Official paper ballots—White- printed on both sides; folded size 4 ½” x 11” high (flat open size 13 ½” x 11”).

Absentee paper ballots—Yellow – printed on both sides; folded size 4 ½” x 11” high (flat open size 13 ½” x 11”). Instructions to be printed on absentee ballot.

Specimen paper ballots—Buff or similar color paper —printed one side only; size 13 ½”x 11” high approximately; ten (10) per precinct. Must include paper ballot image the same size as actual paper ballot and be large enough to include additional text.

#### **6D.2.1.1 Shipping quantities and text:**

Copies and quantities for actual runs, with number of changes, will vary according to demand.

Copy, shipping and delivery dates to be supplied. However, absentee ballots must be delivered to municipalities within the affected district by Contractor no later than 21 days prior to the date of the election. Official ballots must be delivered to the municipalities within the affected district by Contractor no later than 10 business days prior to the election.

### **6D.2.2 OPTICAL SCANNER OFFICIAL BALLOTS, ABSENTEE BALLOTS, AND SPECIMEN BALLOTS:**

Optical scanner official ballots printed one side- white.

Optical scanner absentee ballots. Printed one side- yellow header.

Absentee ballots to be pre-scored at least twice for folding, however, tested so that score does not affect ballot marking area.

Optical scanner absentee ballot instructions as needed.

Optical scanner specimen ballots, printed one side only, buff stock, facsimile of official ballot, ten (10) per precinct.

#### **6D.2.2.1 Shipping quantities and text:**

Copies and quantities for actual runs, with number of changes, will vary according to demand.

Copy, shipping and delivery dates to be supplied. However, absentee ballots must be delivered by the Contractor to those municipalities within the affected districts no later than 21 days prior to the date of the election. Official ballots must be delivered to those

municipalities within the affected districts by Contractor no later than 10 business days prior to the election.

**6E –PART IV. STATE PRIMARY AND STATE ELECTION NOMINATION PAPERS**

- 250,000 Form E-1 State Primary Nomination Papers  
White- single sheet, to be used by all Party Candidates
- 50,000 Form E-15 State Election Nomination Papers  
Beige- single sheet, to be used for Non-party Candidates for  
Statewide Candidates
- 75,000 Form E-16 State Election Nomination Papers  
Yellow- single sheet, to be used for Non-party Candidates for  
Congress, Governor’s Councilor, State Senator, State  
Representative, and County Offices only.

SIZE: All forms 8 ½”x 14”

STOCK: Printer to furnish White, Yellow and Beige 60 lb. offset.

PRINT: All three lots printed TWO sides in BLACK ink.

PACKAGING: Wrap each lot separately in sealed packages of 500. Pack in reinforced cartons with identifying labels, noting form number, name of form and quantity within.

DEADLINE: Copy to be provided by Department by January 5, 2018. Contractor to show proof by January 19, 2018.

DELIVERY: Inside delivery no later than February 2, 2018 to State Elections Division, Room 1705, One Ashburton Place, Boston, MA 02108. Inside delivery must be scheduled with Department at least forty-eight (48) hours in advance.

**6F –PART V. CANDIDATES GUIDE**

- 2,500 “Don’t Stand There . . . Run” Candidates’ Guide to 2018 State Elections pamphlets.
- SIZE: 7 1/2" x 8 1/2" trimmed. Approximately 30 pages including self cover.
- STOCK: Two colors--70 lb. Mead Moistrite text: Self Cover red and inside pages white.
- INK: Black ink throughout pamphlet.
- BINDING: Saddle Stitch
- COPY: All new copy throughout provided by Department by January 5, 2018.
- PROOFS: Contractor to show proof by January 19, 2018.
- DELIVER: Inside delivery required by February 2, 2018 to State Elections Division, Room 1705, One Ashburton Place, Boston, MA 02108. (Includes pdf electronic file.). Inside delivery must be scheduled with Department at least forty-eight (48) hours in advance.
- PACKAGING: Package in cartons with identifying labels - quantity within marked.

## **6G - PART VI. ELECTION STATISTICS**

### **6G.1 SPECIFICATIONS FOR 2018 ELECTION STATISTICS (P.D. 43)**

#### **6G.1.1 Typesetting and printing**

Job title: P.D. 43 (Massachusetts Election Statistics, 2018)  
Quantity: Bid on 2,000  
Delivery Date: April 9, 2019

#### **6G.1.2 Printing**

Size: 6" x 8 3/4"

Number of Text Pages: 600 approximately.

Cover Stock: 65 lb. Green (Submit sample to Department)

Text Stock: 50 lb. White Hammerhill offset opaque text or equivalent.  
(Submit sample to Department if different)

Ink: Black throughout. Cover prints on front and spine only, one side. Text prints both sides.

Binding: Volume is bound the long way; Smyth sewn, with cover scored and glued on back, cut flush. Front cover scored 1/4" from binding edge.

Packing: Pack in cartons of 30 volumes clearly marked with title and number in each.

Delivery: Inside to Elections Division, Room 1705, One Ashburton Place, Boston, MA 02108. Inside delivery must be scheduled with Department at least forty-eight (48) hours in advance.

#### **6G.1.3 Typesetting and page make-up**

TYPE: Century Schoolbook or similar face. Contractor to submit sample of all sizes and style which appear in book. Contractor to review general type selected for heads, body copy, tabular material, etc. in provided 2014 P.D. 43, new version will essentially be the same. Contractor may not subcontract for typesetting. Sample pages for new manuscript will be marked up for size and style.

Page Layout: Format of the pages will follow provided 2014 version fairly closely. Contractor to put as much material as possible on each page. Contractor does all paste-ups except where noted.

Material supplied by the Office:

Typesetting by printer will be necessary.

Most statistics to be provided in electronic format, most likely acrobat program (.pdf file) or Microsoft compatible and paper.

Cover and title page will be camera ready.

## **6G.2 Proof Procedure**

The first set of copies of galleys will be delivered to the Department within 14 calendar days of the Contractor's receipt of data noted above. Subsequent deliveries of corrected galleys and new galleys must continue to flow between the Department and the Contractor on a regular schedule to be decided by the Department and Contractor together. Contractor must clearly indicate on all proofs which version (first, second, third, etc.) is being furnished. The Contractor shall supply the Department, upon request, with galley proofs in a format electronically compatible with or convertible to Microsoft Word as well as .pdf file. Estimate an average of 100 book pages of copy per week. Two sets of copies of galleys, date-stamped, should be sent to the Department with proof recorded with each delivery. At the same time, page make-up should be proceeding with the corrected galleys, and submitted for approval.

## **6G.3 Calendar**

Data to Printer by:	December 14, 2018
First proof by:	December 28, 2018
Complete delivery by:	April 9, 2019

## **6H - PART VII. INITIATIVE PETITIONS**

### **E168 - INITIATIVE PETITIONS\***

Each initiative sheet contains a certain number of signature lines, based on the size of the paper used and the length of the summary. At least 20,000 blank sheets to be printed and bid to be per lot and thereafter bid per 1,000 blank sheets. There may be no initiative petitions filed and as many as twenty or more petitions. The bid to cover the initial initiative petitions filed in 2017 and includes electronic copy of each petition on disk.

- SIZE:** Trimmed size is 8 ½” x 11” or 8 ½” x 14”, or other size to be determined by Department. Printed two sides in **BLACK** ink.
- TYPE:** Facsimile type faces and point size of type on copy
- STOCK:** Contractor to furnish 60 lb. white offset or other color(s), which must be submitted for approval prior to printing.
- DEADLINES:** All new copy. Department to furnish initiative summaries to contractor in early September. Copy sent electronically to Contractor.  
Show proof no later than five days, including Saturday and Sundays.  
Revisions sent as soon as completed.  
Completed inside delivery no later than thirteen days after copy is available to Department or to persons authorized by Department to pick up petitions at Contractors facility.
- PACKING:** Shrink wrap each lot separately in packages of 500 and placed in reinforced cartons with identifying labels, giving form number, name of form and quantity enclosed.

### **6H.1 SUMMARIES IN SPANISH OR OTHER LANGUAGE**

- 2,500 Summaries and instructions in Spanish or other language designated by Department.
- SIZE:** Trimmed size 8 ½” x 11” or 8 ½” x 14”, printed on one or two sides in black ink.



**6I - PART VIII. ADDITIONAL INITIATIVE PETITIONS**

E168 - INITIATIVE PETITIONS \*

Each initiative sheet contains a certain number of signature lines, based on the size of the paper used and the length of the summary. At least 10,000 blank sheets to be printed and bid to be per lot and thereafter bid per 1,000 blank sheets. There may be no initiative petitions filed and as many as twenty or more petitions. The bid to cover the initiative petitions to be filed in 2017, 2018 and through June 30, 2019 and includes electronic copy of each petition on disk.

- SIZE: Trimmed size is 8 ½” x 11” or 8 ½” x 14”, or other size to be determined by Department. Printed two sides in BLACK ink.
- TYPE: Facsimile type faces and point size of type on copy
- STOCK: Contractor to furnish 60 lb. white offset or other color(s), which must be submitted for approval prior to printing.
- DEADLINES: All new copy. Department to furnish initiative summaries to Contractor on first Wednesday in May. Copy sent electronically to Contractor. Show proof no later than five days including Saturday and Sundays. Revisions sent as soon as completed. Completed inside delivery statutorily needed NO LATER THAN third Wednesday in May to Department or to persons authorized by Department to pick-up petitions at contractors facility.
- PACKING: Shrink and wrap each lot separately in packages of 500 and placed in reinforced cartons with identifying labels, giving form number, name of form and quantity enclosed.

**6I.1 SUMMARIES IN SPANISH OR OTHER LANGUAGE**

- 1,000 Summaries and instructions in Spanish or other language designated by Department.
- SIZE: Trimmed size 8 ½” x 11” or 8 ½” x 14”, printed on one or two sides in black ink.

**6J - PART IX. REFERENDUM PETITIONS ON EXISTING LAW**

**REFERENDUM PETITIONS WHITE SINGLE SHEETS \***

Each referendum sheet contains a certain number of signature lines, based on the size of the paper used and the length of the summary. At least 15,000 blank sheets to be printed and bid to be per lot and thereafter bid per 1,000 blank sheets. The bid to cover the referendum petitions to be filed during 2017 and through duration of the contract includes electronic copy of each petition on disk.

- SIZE: Trimmed size is 8 ½” x 11” or 8 ½” x 14”, or other size to be determined by Department. Printed two sides in BLACK ink.
- TYPE: Facsimile type faces and point size of type on copy
- STOCK: Contractor to furnish 60 lb. white offset or other color(s), which must be submitted for approval prior to printing.
- DEADLINES: Department to furnish referendum sample. Copy sent electronically to Contractor.
- DELIVERY: COMPLETED INSIDE DELIVERY TO DEPARTMENT OR TO PERSON’S AUTHORIZED BY DEPARTMENT TO PICK UP PETITIONS AT CONTRACTORS FACILITY STATUTORILY NEEDED NO LATER THAN 13 DAYS AFTER COPY IS AVAILABLE TO CONTRACTOR
- PACKING: Shrink wrap in packages of 500 and placed in reinforced cartons with identifying labels, giving name and quantity enclosed.

**6J.1 SUMMARIES IN SPANISH OR OTHER LANGUAGE**

- 1,000 Summaries and instructions in Spanish or other language designated by Department.
- SIZE: Trimmed size 8 ½” x 11” or 8 ½” x 14”, printed on one or two sides in black ink.

\* These petitions will be printed on an as needed basis.  
May have zero, one or more during the life of the contract.

**6K - INFORMATION SHEET ON 2018 PRIMARIES AND ELECTIONS** as of May 2017.

(For informational purposes only and not to be considered as part of ballot contract)

Precincts in cities	1033
Precincts in towns	1140
Total precincts in the state	2173
Total wards in the state	288

69 cities and towns use paper ballots - 74 precincts

280 cities and towns use optical scanners - 2097 precincts

Quantities of ballots printed for 2016 state primary and 2016 state election are available from the Elections Division upon request. Bids should be based on these quantities with a variance increase or decrease by 10%, with the exception of the party ballots for the Libertarian Party, which will be lower as identified in the Response sheet. Only if the quantities exceed 10% more than the previous order from 2016 will additional fees be considered.

Some cities and towns may change from paper ballot to other voting systems in the coming years, most likely to an optical scanner system. New voting equipment may be introduced in accordance with 950 CMR § 50.00. Additionally, some municipalities may change the type of optical scan equipment currently being used to another certified system. Contractor is responsible for working with vendors of voting equipment to ensure ballots are printed using the specifications of the vendors.

Formats for ballots and forms will be similar to those from last appropriate election and are approximated below.

State Primary and Election estimate based on number of ballot styles from 2016 applied to 3 parties:

State Primary:

550 x 3 parties = 1,650 different ballot formats

Election:

550 different ballot formats

**6L - BID RESPONSE SHEET**

State type of presswork on which quoting for materials other than ballots: (Ballots must be printed offset):

Letterpress    offset    digital

Rate for employee overtime \_\_\_\_\_per hour

Quantities stated are approximate only and are based on current precincts. The number of precincts per community may change as a result of legislation. Prices for the party ballots for the Democratic and Republican parties to be quoted on the precincts listed on the information sheet and quantities from 2016 noted in the RFR, but orders may be more or less by 10%. Unless otherwise noted, bid analysis is to be based on numbers given in Information Sheet and quantities listed in the contract. Actual number ordered may be more or less.

When pricing for the different types of equipment, please note that the order will be the same quantity as ordered in 2016 regardless of the type of equipment currently being used. An updated spreadsheet reflecting the 2016 order amounts but with updated voting equipment, as of the date of the release of this bid, is available upon request. Quantities stated are approximate only. Prices to be quoted for the ballot productions for the State Primary should be based on the 2016 State Primary. Prices to be quoted for the State Election should be based on the quantities used in the 2016 election plus or minus 10%. This includes printing one official ballot for each registered voter, absentee ballots equaling 15% of the total number of voters and early voting ballots equaling 45% of the total number of voters. .

**PART I. STATE PRIMARY**

One bid to cover Democratic and Republican Parties per precinct and separate pricing to be provided and Libertarian Party, per precinct.

7.     Price for lists of state primary candidates:

\_\_\_\_\_ Democratic and Republican (estimated 1,500 each party)

\_\_\_\_\_ Libertarian (estimated 500)

8.     Price for Paper Materials: (paper ballots, absentee ballots, specimen ballots, Massachusetts Voters Bill of Rights, penalty and instruction sheets) (est. 74 precincts)

\_\_\_\_\_ per precinct  
Democratic and Republican (numbers based on the 2016 state primary)

\_\_\_\_\_ per precinct  
Libertarian (based on 25 absentee ballots/50 official ballots per precinct)

\_\_\_\_\_ per precinct  
Libertarian (based on 100 absentee ballots/200 official ballots per precinct)

\_\_\_\_\_ per precinct  
Libertarian (based on 150 absentee ballots/500 official ballots per precinct)

\_\_\_\_\_ per precinct  
Libertarian (based on 250 absentee ballots/1000 official ballots per precinct)

9. Price for Optech Eagle Optical Scanner Materials (official ballots, absentee ballots, specimen ballots, Massachusetts Voters Bill of Rights, and penalty and instruction sheets) (est. 258 pcts.)

\_\_\_\_\_ per precinct (numbers based on the 2016 state primary)  
Democratic and Republican

\_\_\_\_\_ per precinct (based on 25 absentee ballots/50 official ballots per precinct) Green-Rainbow and United Independent Party

\_\_\_\_\_ per precinct (based on 100 absentee ballots/200 official ballots per precinct) Green-Rainbow and United Independent Party

\_\_\_\_\_ per precinct (based on 150 absentee ballots/500 official ballots per precinct) Green-Rainbow and United Independent Party

\_\_\_\_\_ per precinct (based on 250 absentee ballots/1000 official ballots per precinct) Green-Rainbow and United Independent Party

10. Price for Accu-Vote 2000 Optical Scanner Materials: (official ballots, absentee ballots, specimen ballots, Massachusetts Voters Bill of Rights, and penalty and instruction sheets) (est. 1375 pcts.)

This section requires pricing for additional ballots for the City of Boston. Specifically, the City of Boston requires both Chinese and Vietnamese ballots, but in lower quantities and only official ballots.

\_\_\_\_\_ per precinct  
Democratic and Republican (numbers based on the 2016 state primary)

\_\_\_\_\_ per precinct

Green-Rainbow and United Independent Party (based on 25 absentee ballots/50 official ballots per precinct)

\_\_\_\_\_ per precinct

Green-Rainbow and United Independent Party (based on 100 absentee ballots/200 official ballots per precinct)

\_\_\_\_\_ per precinct

Green-Rainbow and United Independent Party (based on 150 absentee ballots/500 official ballots per precinct)

\_\_\_\_\_ per precinct

Green-Rainbow and United Independent Party, Chinese ballots for the City of Boston, Vietnamese ballots for the City of Boston (based on 250 absentee ballots/1000 official ballots per precinct)

\_\_\_\_\_ per precinct

Chinese ballots for the City of Boston, and Vietnamese ballots for the City of Boston (based on 25 official ballots per language per precinct for Democratic and Republican and 10 official ballots per language per precinct for Green-Rainbow and United Independent Party) **NO ABSENTEE BALLOTS**

\_\_\_\_\_per precinct Chinese ballots for the City of Boston, and Vietnamese ballots for the City of Boston (based on 50 official ballots per language per precinct for Democratic and Republican and 25 official ballots per language per precinct for Green-Rainbow and United Independent Party) **NO ABSENTEE BALLOTS**

- 11. Price for DS200 Optical Scanner Materials (official ballots, absentee ballots, specimen ballots, Massachusetts Voters Bill of Rights, and penalty and instruction sheets) (est. 361 pcts.)

\_\_\_\_\_ per precinct

Democratic and Republican (numbers based on the 2016 state primary)

\_\_\_\_\_ per precinct

Green-Rainbow and United Independent Party (based on 25 absentee ballots/50 official ballots per precinct)

\_\_\_\_\_ per precinct

Green-Rainbow and United Independent Party (based on 100 absentee ballots/200 official ballots per precinct)

\_\_\_\_\_ per precinct

Green-Rainbow and United Independent Party (based on 150 absentee ballots/500 official ballots per precinct)

\_\_\_\_\_ per precinct

Green-Rainbow and United Independent Party (based on 250 absentee ballots/1000 official ballots per precinct)

12. Price for ImageCast Optical Scanner Materials (official ballots, absentee ballots, specimen ballots, Massachusetts Voters Bill of Rights, and penalty and instruction sheets) (est. 361 pcts.)

\_\_\_\_\_ per precinct  
Democratic and Republican

\_\_\_\_\_ per precinct  
Green-Rainbow and United Independent Party (based on 25 absentee ballots/50 official ballots per precinct)

\_\_\_\_\_ per precinct  
Green-Rainbow and United Independent Party (based on 100 absentee ballots/200 official ballots per precinct)

\_\_\_\_\_ per precinct  
Green-Rainbow and United Independent Party (based on 150 absentee ballots/500 official ballots per precinct)

\_\_\_\_\_ per precinct  
Green-Rainbow and United Independent Party (based on 250 absentee ballots/1000 official ballots per precinct)

13. Author's Alteration during proof stages, to ballot printing:  
(Bid analysis to be based on 150 Author's Alterations)

\_\_\_\_\_ per format

## **PART II. STATE ELECTION**

14. Price for lists of election candidates and questions:

\_\_\_\_\_ per thousand

One bid to cover official ballots, early voting ballots and absentee ballots. The quantities for the early voting ballots to be quoted on will be the same as the absentee ballots from 2014 state election, in addition to the absentee ballots.

15. Price for Paper Materials: (paper ballots, early voting ballots, absentee ballots, specimen ballots, envelopes for specimen ballots, Massachusetts Voters Bill of Rights, penalty and instruction sheets) (est. 71 precincts)

\_\_\_\_\_ per precinct

16. Price for Optech Eagle Scanner Materials: (official ballots, early voting ballots, absentee ballots, absentee ballot instructions, question sheets, specimen ballots, envelopes for specimen ballots, Massachusetts Voters Bill of Rights, penalty and instruction sheets) (est. 202 precincts)

\_\_\_\_\_ per precinct

17. Price for Accu-Vote 2000 Optical Scanner Materials: (official ballots, early voting ballots, absentee ballots, absentee ballot instructions, question sheets, specimen ballots, Massachusetts Voters Bill of Rights, penalty and instruction sheets) (est. 1375 precincts)

\_\_\_\_\_ per precinct

\_\_\_\_\_ per precinct Chinese ballots and early voting ballots for the City of Boston, and Vietnamese ballots and early voting ballots for the City of Boston (based on 25 official ballots per language per precinct) **NO ABSENTEE BALLOTS**

\_\_\_\_\_ per precinct Chinese ballots and early voting ballots for the City of Boston, and Vietnamese ballots and early voting ballots for the City of Boston (based 50 official ballots per language per precinct) **NO ABSENTEE BALLOTS**

18. Price for DS200 Optical Scanner Materials: (official ballots, early voting ballots, absentee ballots, absentee ballot instructions, question sheets, specimen ballots, Massachusetts Voters Bill of Rights, penalty and instruction sheets) (est. 48 precincts)

\_\_\_\_\_ per precinct

19. Price for ImageCast Optical Scanner Materials: (official ballots, early voting ballots, absentee ballots, absentee ballot instructions, question sheets, specimen ballots, Massachusetts Voters Bill of Rights, penalty and instruction sheets) (est. 36 precincts)

\_\_\_\_\_ per precinct

20. Author's alteration during proof stages, to ballot printing: (bid analysis to be based on 25 Author's Alternations)

\_\_\_\_\_ per precinct



**PART III. SPECIAL PRIMARIES AND ELECTIONS**

One bid to cover Democratic, Republican and Libertarian, per precinct. Please note that quantities for Libertarian will be significantly lower than Democrat and Republican as noted in the pricing for the State Primary. One bid to cover primary, and election for all parties, per precinct.

21. Price for Paper Materials: for Representative in Congress, State Senator and State Representative. (paper ballots, absentee ballots, specimen ballots, envelopes for specimen ballots, Massachusetts Voters Bill of Rights, penalty and instruction sheets) (Bid analysis to be based on 3 parties)

\_\_\_\_\_ per precinct (including three parties for primary – Democratic, Republican, Libertarian- and general election)

22. Price for Paper Materials: (for U.S. Senator—statewide—only if office not on ballot same day the biennial state primary and state election) one price to cover all precincts for primary and election. (paper ballots, absentee ballots, specimen ballots, envelopes for specimen ballots, Massachusetts Voters Bill of Rights, penalty and instruction sheets)

\_\_\_\_\_ per precinct (including three parties for primary – Democratic, Republican, Libertarian- and general election)

23. Price for Optech Eagle Optical Scanner Materials: for Representative in Congress, State Senator and State Representative. (official ballots, absentee ballots, absentee ballot instructions, specimen ballots, envelopes for specimen ballots, Massachusetts Voters Bill of Rights, penalty and instruction sheets) (Bid analysis to be based on 3 parties.)

\_\_\_\_\_ per precinct (including three parties for primary – Democratic, Republican, Libertarian- and general election)

24. Price for Optech Eagle Optical Scanner Materials: (For U.S. Senator—statewide—only if office not on ballot the same day as the biennial state primary and state election.) one price to cover all precincts for primary and election for ballots, absentee ballots, absentee ballot instructions, specimen ballots, envelopes for specimen ballots, Massachusetts Voters Bill of Rights, penalty and instruction sheets)

\_\_\_\_\_ per precinct (including three parties for primary – Democratic, Republican, Libertarian- and general election)

25. Price for Accu-Vote 2000 Optical Scanner Materials: for Representative in Congress, State Senator and State Representative. (official ballots, absentee ballots, absentee ballot instructions, specimen ballots, envelopes for specimen ballots, Massachusetts Voters Bill of Rights, penalty and instruction sheets) (Bid analysis to be based on 3 parties.)

\_\_\_\_\_ per precinct (including three parties for primary – Democratic, Republican, Libertarian- and general election)

\_\_\_\_\_per precinct Chinese ballots for the City of Boston, and Vietnamese ballots for the City of Boston (based on 25 official ballots per language per precinct for each party and 25 official ballots per language per precinct for the general) **NO ABSENTEE BALLOTS**

26. Price for Accu- Vote 2000 Optical Scanner Materials (For U.S. Senator— statewide— one price to cover all precincts for primary and election for ballots, absentee ballots, absentee ballot instructions, specimen ballots, envelopes for specimen ballots, Massachusetts Voters Bill of Rights, penalty and instruction sheets)

\_\_\_\_\_ per precinct (including three parties for primary – Democratic, Republican, Libertarian- and general election)

\_\_\_\_\_per precinct Chinese ballots for the City of Boston, and Vietnamese ballots for the City of Boston (based on 25 official ballots per language per precinct for each party and 25 official ballots per language per precinct for the general)

27. Price for ImageCast Optical Scanner Materials: for Representative in Congress, State Senator and State Representative. (official ballots, absentee ballots, absentee ballot instructions, specimen ballots, envelopes for specimen ballots, Massachusetts Voters Bill of Rights, penalty and instruction sheets) (Bid analysis to be based on 3 parties.)

\_\_\_\_\_ per precinct (including three parties for primary – Democratic, Republican, Libertarian- and general election)

28. Price for ImageCast Optical Scanner Materials: (For U.S. Senator—statewide—only if office not on ballot the same day as the biennial state primary and state election.) one price to cover all precincts for primary and election for ballots, absentee ballots, absentee ballot instructions, specimen ballots, envelopes for specimen ballots, Massachusetts Voters Bill of Rights, penalty and instruction sheets)

\_\_\_\_\_ per precinct (including three parties for primary – Democratic, Republican, Libertarian- and general election)

29. Price for DS200 Optical Scanner Materials: for Representative in Congress, State Senator and State Representative. (official ballots, absentee ballots, absentee ballot

instructions, specimen ballots, envelopes for specimen ballots, Massachusetts Voters Bill of Rights, penalty and instruction sheets) (Bid analysis to be based on 3 parties.)

\_\_\_\_\_ per precinct (including three parties for primary – Democratic, Republican, Libertarian- and general election)

30. Price for DS200 Optical Scanner Materials (For U.S. Senator—statewide— one price to cover all precincts for primary and election for ballots, absentee ballots, absentee ballot instructions, specimen ballots, envelopes for specimen ballots, Massachusetts Voters Bill of Rights, penalty and instruction sheets)

\_\_\_\_\_ per precinct (including three parties for primary – Democratic, Republican, Libertarian- and general election)

31. Author’s Alteration during proof stages, to ballot printing:  
(Bid analysis to be based on 1 Author’s Alteration.)

\_\_\_\_\_ per each format

**PART IV. STATE PRIMARY AND STATE ELECTION NOMINATION PAPERS**

32. Price for E1 White (est. 250,000) \_\_\_\_\_ Per M

33. Price for E15 Beige (est. 50,000) \_\_\_\_\_ Per M

34. Price for E16 Yellow (est. 75,000) \_\_\_\_\_ Per M

**PART V. CANDIDATES GUIDE**

35. Price (est. 2,500) \_\_\_\_\_ Per M

**PART VI. ELECTION STATISTICS (PD 43)**

36. Price (est. 2,000) \_\_\_\_\_ Per M

**PART VII. INITIATIVE PETITIONS**

37. Price per 20,000 (est. 20 different runs) \_\_\_\_\_ Per 20,000  
(to include 2,500 Spanish or other language summaries/instructions)

38. Additional sheets (per 1,000) \_\_\_\_\_ Per 1,000

**PART VIII. ADDITIONAL INITIATIVE PETITIONS**

39. Price per 10,000 (est. 5 different runs) \_\_\_\_\_ Per 10,000

(to include 1,000 Spanish or other language summaries/instructions)

40. Additional sheets (per 1,000) \_\_\_\_\_ Per 1,000

**PART IX. REFERENDUM PETITIONS**

41. Price per 15,000 (est. 1 run) \_\_\_\_\_ Per 15,000  
(to include 1,000 Spanish or other language summaries/instructions)

42. Additional sheets (per 1,000) \_\_\_\_\_ Per 1,000