

RFP #786 PROFESSIONAL, TECHNICAL AND EXPERT SERVICES

Clark County Washington

RELEASE DATE: WEDNESDAY, OCTOBER 14, 2020 DUE DATE: WEDNESDAY, NOVEMBER 18, 2020 by 1:30 pm

Request for Proposal for:

BALLOT ENVELOPE DESIGN, LAYOUT, PRINTING, STORAGE and SHIPPING

<u>SUBMIT</u>: One (1) Original Three (3) Complete Copies One (1) Complete Electronic Copy (USB Flash Drive)

of the Proposal to:

Clark County Office of Purchasing P.O. Box 5000 1300 Franklin Street, 6th Floor, Suite 650 Vancouver, Washington 98660 564-397-2323 Proposals can be hand delivered between 8:00 am – 3:00 pm, Monday – Friday, except Legal Holidays.

Proposals must be date and time stamped by Purchasing staff before 1:30 pm on due date. **<u>DO NOT</u> PUT IN ANY DROP BOX LOCATED IN THE BUILDING

**Hand Delivery Requires Entrance to the building using the North Door on the First Floor. **Anyone entering the building must wear a face mask **

Refer Questions to Project Manager:

Richard Cooper Clark County Elections Assistant Supervisor <u>Richard.Cooper@clark.wa.gov</u> 564-397-5176 ADMINISTRATIVE REQUIREMENTS - Contractors shall comply with all management and administrative requirements established by Washington Administrative Code (WAC), the Revised Code of the State of Washington (RCW), and any subsequent amendments or modifications, as applicable to providers licensed in the State of Washington.

ALL proposals submitted become the property of Clark County. It is understood and agreed that the prospective Proposer claims no proprietary rights to the ideas and written materials contained in or attached to the proposal submitted. Clark County has the right to reject or accept proprietary information.

AUTHORSHIP - Applicants must identify any assistance provided by agencies or individuals outside the proposers own organization in preparing the proposal. No contingent fees for such assistance will be allowed to be paid under any contract resulting from this RFP.

CANCELLATION OF AWARD - Clark County reserves the right to immediately cancel an award if the contractual agreement has not been entered into by both parties or if new state regulations or policy make it necessary to change the program purpose or content, discontinue such programs, or impose funding reductions. In those cases where negotiation of contract activities are necessary, Clark County reserves the right to limit the period of negotiation to sixty (60) days after which time funds may be unencumbered.

CONFIDENTIALLY - Proposer shall comply with all applicable state and federal laws governing the confidentiality of information."

CONFLICT OF INTEREST - All proposals submitted must contain a statement disclosing or denying any interest, financial or otherwise, that any employee or official of Clark County or the appropriate Advisory Board may have in the proposing agency or proposed project.

CONSORTIUM OF AGENCIES - Any consortium of companies or agencies submitting a proposal must certify that each company or agency of the consortium can meet the requirements set forth in the RFP.

COST OF PROPOSAL & AWARD - The contract award will not be final until Clark County and the prospective contractor have executed a contractual agreement. The contractual agreement consists of the following parts: (a) the basic provisions and general terms and conditions, (b) the special terms and conditions, (c) the project description and goals (Statement of Work), and (d) the budget and payment terms. Clark County is not responsible for any costs incurred prior to the effective date of the contract. Clark County reserves the right to make an award without further negotiation of the proposal submitted. Therefore, the proposal should be submitted in final form from a budgetary, technical, and programmatic standpoint.

DISPUTES - Clark County encourages the use of informal resolution to address complaints or disputes arising over any actions in implementing the provisions of this RFP. Written complaints should be addressed to Clark County – Purchasing, P.O. Box 5000, Vancouver, Washington 98666-5000.

DIVERSITY IN EMPLOYMENT AND CONTRACTING REQUIREMENTS - It is the policy of Clark County to require equal opportunity in employment and services subject to eligibility standards that may be required for a specific program. Clark County is an equal opportunity employer and is committed to providing equal opportunity in employment and in access to the provision of all county services. Clark County's Equal Employment Opportunity Plan is available at

http://www.clark.wa.gov/hr/documents.html. This commitment applies regardless of race, color, religion, creed, sex, marital status, national origin, disability, age, veteran status, on-the-job injury, or sexual orientation. Employment decisions are made without consideration of these or any other factors that are prohibited by law. In compliance with department of Labor Regulations implementing Section 504 of the rehabilitation Act of 1973, as amended, no qualified handicapped individual shall be discriminated against in admission or access to any program or activity. The prospective contractor must agree to provide equal opportunity in the administration of the contract, and its subcontracts or other agreements.

ENVIRONMENTALLY RESPONSIBLE PURCHASING PROGRAM - Clark County has implemented an Environmentally Responsible Purchasing Policy with a goal to reduce negative impacts on human health and the environment. Negative environmental impacts include, but are not limited to, greenhouse gases, air pollution emissions, water contamination, waste from the manufacturing process and waste in packaging. This policy also seeks to increase: 1) water and energy efficiency; 2) renewable energy sources; 3) use of products with recycled content; 4) product durability; 5) use of products that can be recycled, reused, or composted at the end of

its life cycle. Product criteria have been established on the Green Purchasing List http://www.clark.wa.gov/general-services/purchasing/erp/environmental.html

INDEPENDENT PRICE DETERMINATION - The prospective contractor guarantees that, in connection with this proposal, the prices and/or cost data have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition. This does not preclude or impede the formation of a consortium of companies and/or agencies for purposes of engaging in jointly sponsored proposals.

INTERLOCAL AGREEMENT - Clark County has made this RFP subject to Washington State statute RCW 39.34. Therefore, the proposer may, at the proposers' option, extend identical prices and services to other public agencies wishing to participate in this RFP. Each public agency wishing to utilize this RFP will issue a purchase order (or contract) binding only their agency. Each contract is between the proposer and the individual agency with <u>no</u> liability to Clark County.

LIMITATION - This RFP does not commit Clark County to award a contract, to pay any costs incurred in the preparation of a response to this RFP, or to procure or contract for services or supplies.

LATE PROPOSALS - A proposal received after the date and time indicated above will not be accepted. No exceptions will be made.

ORAL PRESENTATIONS - An oral presentation may be required of those prospective contractors whose proposals are under consideration. Prospective contractors may be informed that an oral presentation is desired and will be notified of the date, time and location the oral presentation is to be conducted.

OTHER AUDIT/MONITORING REQUIREMENTS - In addition, auditing or monitoring for the following purposes will be conducted at the discretion of Clark County: Fund accountability; Contract compliance; and Program performance.

PRICE WARRANT - The proposer shall warrant that the costs quoted for services in response to the RFP are not in excess of those which would be charged any other individual or entity for the same services performed by the prospective contractor, in a similar socioeconomic, geographical region.

PROTESTS - Must be submitted to the Purchasing Department.

PUBLIC SAFETY - May require limiting access to public work sites, public facilities, and public offices, sometimes without advance notice. The successful Proposer's employees and agents shall carry sufficient identification to show by whom they are employed and display it upon request to security personnel. County project managers have discretion to require the successful Proposer's employees and agents to be escorted to and from any public office, facility or work site if national or local security appears to require it.

REJECTION OF PROPOSALS - Clark County reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any or all prospective contractors on modifications to proposals, to waive formalities, to postpone award, or to cancel in part or in its entirety this RFP if it is in the best interest of Clark County to do so.

SUBCONTRACTING - No activities or services included as a part of this proposal may be subcontracted to another organization, firm, or individual without the approval of Clark County. Such intent to subcontract shall be clearly identified in the proposal. It is understood that the contractor is held responsible for the satisfactory accomplishment of the service or activities included in a subcontract.

VERBAL PROPOSALS - Verbal proposals will not be considered in making the award of any contract as a result of this RFP.

WORKERS COMPENSATION INSURANCE – The contractor shall comply with R.C.W. Title 51- with minimum coverage limits of \$500,000 for each accident, or provide evidence that State law does not require such coverage.

FOR ALTERNATIVE FORMATS Clark County ADA Office: V: 564-397-2322 ADA@clark.wa.gov

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Part I Proposal Requirements

Section IA General Information

1. Introduction The purpose of this RFP is to permit the consultant community to suggest various approaches to meet this defined need at a given price.

This RFP will identify a service or need where no specific method has been chosen.

The Clark County Elections Office has submitted this RFP for the purpose of entering into a contract with a qualified vendor to provide necessary services for the Clark County Elections Office which includes the design, layout, printing, storage and shipping of ballot envelopes and secrecy sleeves. The quantities and specific projects described are intended to identify the type and volume of work that the Elections Office anticipates.

Clark County has made this Request for Proposal subject to Washington State statute RCW 39.34. Therefore, the proposer may, at the proposers' option, extend identical prices and services to other public agencies wishing to participate in this RFP. Each public agency wishing to utilize this bid will issue a purchase order (or contract) binding only their agency. Each contract is between the proposer and the individual agency with no liability to Clark County.

2. Background The Clark County Elections Office is located at 1408 Franklin Street, Vancouver, Washington. The Clark County Elections Office is one of many departments of the Clark County Auditor's Office.

The Elections Office is responsible for conducting all local, city, county, state and federal elections. A crucial step in conducting elections is having envelopes designed and printed in a timely fashion to ensure all state and federal deadlines are met. (Up to approximately 315,000 ballots per election. Two (2) to five (5) full county elections will be held each year.) Each election requires three (3) envelopes; a #11 White Outgoing Window Envelope, a #10 White Incoming Voter Affidavit Envelope and a #9 Secrecy Envelope/Sleeve. A total of up to approximately 945,000 envelopes can be used for each election.

- 3. Scope of Project Key Requirements are:
 - 1. Designing ballot envelopes,
 - 2. Printing and packaging ballot envelopes,
 - 3. Proper storage and shipping of ballot envelopes,
 - 4. Meet all deadlines as outlined prior to each project's beginning,
 - 5. Miscellaneous specialized/certified services.

4. Project Funding Adequate funds for this RFP are within the Clark County Elections Bi-Annual Budget.

Clark County, Washington in accordance with the provisions of Title VI of the Civil Rights Act of 1964 {78 Stat. 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notified all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, age, disability, income-level, or LEP in consideration for an award.

5. Timeline for Selection The following dates are the *intended* timeline:

| Proposals Due | November 18, 2020 |
|------------------------------------|--------------------------------|
| Proposal Review/Evaluation Period | November 19 – December 3, 2020 |
| Selection Committee Recommendation | December 4, 2020 |
| Contract Negotiation/Execution | December 11, 2020 |
| Contract Intended to Begin | January 16, 2021 |

6. Employment Verification Effective November 1, 2010, to be considered <u>responsive</u> to any formal Clark County Bid/RFP or Small Works Quote, all vendors shall submit before, include with their response or within **48 hours** after submittal, a copy of their E-Verify MOU or proof of pending enrollment. The awarded contractor shall be responsible to provide Clark County with the same E-Verify enrollment documentation for each sub-contractor (\$25,000 or more) within thirty days after the sub-contractor starts work. Contractors and sub-contractors shall provide a report(s) showing status of new employee's hired after the date of the MOU. The status report shall be directed to the county department project manager at the end of the contract, or annually, which ever comes first. E-Verify information and enrollment is available at the Department of Homeland Security web page: <u>www.dhs.gov/E-Verify</u>

How to submit the MOU in advance of the submittal date:

- Hand deliver to 1300 Franklin St, Suite 650, Vancouver, WA 98660, or;
- E-mail: <u>koni.odell@clark.wa.gov</u> or <u>priscilla.ricci@clark.wa.gov</u> Note : Sole Proprietors shall submit a letter stating exempt.

Section IB Work Requirements

1. Required Services

Clark County may have up to five (5) elections in any given year; however, the average is four (4). Elections are scheduled for February, April, August, November and in Presidential Election Years, March. An estimated 315,000 of each type of envelope are required for each election event.

Annual envelope usage is estimated to be 1,260,000 of each type of envelope (excluding Presidential Election years.) Clark County reserves the right to increase/decrease the stated estimated election event requirements as necessary to meet actual requirements.

Key Requirements are:

- 1. Designing ballot envelopes,
- 2. Printing and packaging ballot envelopes,
- 3. Proper storage and shipping of ballot envelopes,
- 4. Meet all deadlines as outlined prior to each project's beginning,
- 5. Miscellaneous specialized/certified services,
 - Details of Each Requirement are Outlined Below:
- Proposer must be able to provide recommendations to the Clark County Elections Office for Election Ballot Envelopes. There are certain specifications which the county will address with the selected vendor. The current specifications for Clark County Election Ballot Envelopes and instructions are:

ENVELOPE 1 – WHITE OUTGOING ENVELOPE

Example: See Attachment D

| Size: | Standard # 11 |
|------------|--|
| Window: | 1-3/4" x 4-1/2" Poly-clear Square ends located 3/4" from left and 3/4" |
| | from bottom |
| Hole | None |
| Flap: | 1-1/2" |
| Stock: | 24 # White Wove |
| Ink Color: | Black and PMS 485 |
| Packaging: | 500/carton |
| Pallets: | 8 lifts maximum and corner protectors required |
| Gum: | solid regular gum |
| Print | 2-sided + USPS election mail indicia on front + Bulk Permit Box 1345 |
| Imprinting | 26 point bold font – done at a later time |

ENVELOPE 2 – WHITE RETURN ENVELOPE W/ GREEN STRIPE

| Size: | Standard # 10 | |
|------------|---|--|
| Window: | None | |
| Hole | Front 1/4" drill located 1-3/8" from left and 2-11/16" from bottom | |
| | Back 3/8" drill located 1-3/8" from left and 2-11/16" from bottom | |
| Flap: | 1.31250" | |
| Stock: | 24 # White Wove | |
| Ink Color: | Black and PMS 361 – Green saw tooth top left half of envelope | |
| Packaging: | 500/carton no more than 2,500 per case – no more than 2,000 in bulk | |
| | case | |
| Pallets: | 8 lifts maximum and corner protectors required | |
| Gum: | solid regular gum | |
| Print | 2 sided + flap + USPS election mail indicia and FIM on front | |

Example: See Attachment E

ENVELOPE 3 – SECRECY SLEEVE

Example: See Attachment F

| Size: | 3.87500 X 8.00000 | | |
|------------|---|--|--|
| Window: | None | | |
| Holes | 1/2 Drill center located Left 3-1/2"/16" & Bottom 1-3/4" | | |
| Glue | Glued on bottom. Open side and top | | |
| Flap: | None | | |
| Stock: | 24 # White Wove | | |
| Ink Color: | PMS 361 Green - green wash on back | | |
| | PMS 429 Grey – Secrecy print on inside | | |
| Packaging: | 500/carton no more than 2,500 per case-no more than 2,000 in bulk | | |
| | case | | |
| Pallets: | 8 lifts maximum and corner protectors required | | |
| Gum: | No Gum | | |
| Print | 2 sided + Inside Grey Tint | | |

ENVELOPE 4 – WHITE OUTGOING ENVELOPE – OFFICE USE

Example: See Attachment G

| Size: | Standard # 11 - 4.5"x10.37500" | |
|------------|--|--|
| Window: | 1-3/4" x 4-1/2" Poly-clear Square ends located 3/4" from left and 3/4" | |
| | from bottom | |
| Hole | None | |
| Flap: | 1.62500" | |
| Stock: | 24 # White Wove | |
| Ink Color: | Black | |
| Packaging: | 500/carton | |
| Pallets: | 8 lifts maximum and corner protectors required | |
| Gum: | Self sealing 1" Latex | |
| Print | 2 sided + USPS election mail indicia on front + permit and FIM | |

ENVELOPE 5 – WHITE RETURN MILITARY ENVELOPE W/ GREEN STRIPES – OFFICE USE

Example: See Attachment H

| Size: | Standard # 10 – 4.12500 x 9.50000 |
|------------|---|
| Window: | None |
| Hole | Front 1/4" drill located 1-3/8" from left and 2-11/16" from bottom Back 3/8" drill located 1-3/8" from left and 2-11/16" from bottom |
| Flap: | 1.31250" |
| Stock: | 24 # White Wove |
| Ink Color: | Black and PMS 361 – 2" Green stripe in center of envelope and left edge |
| Packaging: | 500/carton no more than 2,500 per case – no more than 2,000 in bulk case |
| Pallets: | 8 lifts maximum and corner protectors required |
| Gum: | solid regular gum |
| Print | 2 sided + flap + USPS election mail indicia on front + postage paid permit |

NOTE: The purpose of the specifications in this RFP is to allow for the comparison and selection of a vendor based upon a common set of criteria. Nothing in this RFP shall prohibit the county from changing the specifications of a product once a selection is made.

2. Typically, a print order shall be given to the vendor by email or written letter at least 45 days in advance of an upcoming shipping date. Once a print order is received, the vendor will send a layout sample and provide the county with a final printed proof of the job order for signed approval prior to production. This may be done in person, by mail, email, or fax. The vendor will have quality control measures in place to ensure that the specifications of certain envelopes were tested prior to acceptance of stock. All items are subject to final inspection and acceptance by the county. Final inspection and acceptance shall be made within a reasonable time after delivery. The vendor must provide a delivery or packing slip detailing the specific quantities shipped, including the quantity and type of envelopes, number of packing cartons, and number of pallets. All quantities rejected by the county must be replaced by the vendor at no cost to the county. Representatives of the county may be present during the printing and gluing of the envelope process to ensure that the measures are in place and are being followed.

Travel and lodging expenses for the Auditor's Office or other county employees will be the responsibility of the County. Ballot materials shall be packaged according the specifications outlined above. If envelopes are damaged due to insufficient care in packaging and/or shipping they shall be replaced by the vendor at no cost to the County.

3. The Vendor shall have the ability to store at least one (1) set of envelopes (315,000 #9 Secrecy envelopes/sleeves, 315,000 #10 Signature Return Envelopes and 315,000 #11 VBM Outgoing Window Envelopes) for Clark County Elections in a climate-controlled warehouse. This shall include stock of approximately one full set of envelopes the County has in storage with current Vendor. Vendor shall imprint an election date on #11 envelopes prior to delivery of the envelopes. Vendor will receive notice as to the quantity that will need to be imprinted approximately 30 days in advance of the needed date. Typically, notice for delivery shall be given to the vendor by email or written letter 30 days in advance of the needed date. The Elections Office shall specify the delivery location whether it be the Elections Office located at 1408 Franklin Street, Vancouver, WA 98660, or the mailing bureau selected by the County to process the election materials. Clark County currently has a contract with Sendit Direct Mailing & Fulfillment Inc. located at 12715 NE Whitaker Way, Portland, OR 97230.

Under Emergency conditions as determined by Clark County, envelopes shall be delivered within 72-hours (three working days) of the Notice for Emergency delivery. If the Notice of Emergency is sent such that the delivery would be on a weekend or County Observed Holiday, then the delivery shall be due the next working day. Notice for Emergency Delivery may be sent by FAX or email and the 72-hour period shall begin upon receipt of the order by the Vendor. If the order includes alterations or changes to the above bid Items, a delivery date must be agreed upon by both parties. Ordered items shall be delivered to the location specified by the Elections Office. The Contractor will be allowed up to a five percent (5%) bid price increase for 72-hour orders for the special handling/processing required.

For both Routine and Emergency deliveries, deliveries shall be accepted between the hours of 8 am through 3:30 pm, Pacific Time, Monday through Friday. No County-acknowledged holiday deliveries will be accepted.

The County reserves the right to change delivery sites throughout the contract period. New sites may be added and/or others may be dropped. Closing or deletion of any such sites shall not change the vendor's obligations to provide all products and services described herein to all remaining or added County locations.

4. Elections have strict state and federal timelines. Clark County will be responsible for providing vendor deadlines for both printing and delivery.

Failure to deliver on time may result in termination of the contract. Acceptance by the County of a late delivery shall not waive the right to claim damage for such breach of contract nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by the vendor. The county reserves the right to procure the products and services from another source and may bill the vendor or deduct unpaid balances due the vendor for excess costs so paid, and the prices paid by the County.

Under unusual circumstances such as, (but not limited to), a court injunction, it may become necessary for the County to request the vendor to delay or stop printing certain materials. Such request will be made by telephone by an authorized representative of the County and confirmed in writing as soon as possible. In the event of an authorized delay, the County shall notify the vendor of a revised schedule concerning materials.

| | In the event of nonperformance under the resulting contract, the County shall have the right to obtain from other sources such products and/or services as may be required to accomplish the work not performed, and it is agreed that the difference in cost, if any, for said work or goods shall be borne by the Contractor. The Contractor will also bear any costs incurred for errors made on the part of the Contractor on a single project, such as rejection by the United States Postal Service (USPS). For purposes of this section, nonperformance shall be defined as failure to appear and perform work and/or deliver goods as specified and scheduled. If items ordered by the County are not delivered when required by the contract, the County may terminate the contract. If this occurs within the first year of the contract the County may initiate a contract with the second highest scoring vendor. 5. The vendor shall be aware of USPS postal regulations regarding election mail. It is crucial in the design and layout process. Clark County will be responsible for obtaining USPS acceptance of the vendor-provided proof. | |
|---|---|--|
| | Ballot envelopes must be printed with the same quality and layout of the signed proof. Any printing errors that result in additional costs for mailing ballots will be charged to the vendor. | |
| County Performed Work | The Elections Office will provide all necessary data, logos, indicia's, and specifications to the vendor. The Elections Office will sign-off on all proofs prior to a job being printed. | |
| 3. Deliverables & Schedule | All schedules and deliveries will be made on a per election basis. It will be the responsibility of the Elections Office to coordinate a schedule with the vendor. | |
| 4. Place of Performance | All contract performance must take place in the Proposer's facility. The Proposer's facility shall have adequate storage space for a set of ballot envelopes (see Section IB (3)). Proposer's facility must be climate-controlled to avoid damaging stored envelopes. | |
| 5. Period of Performance | A contract awarded as a result of this RFP will be for one year and is intended to begin on January 16, 2021 and end January 15, 2022. | |
| | Clark County reserves the right to extend the contract resulting from this RFP for a period of (5) additional years, in one (1) year increments, with the same terms and conditions, by service of a written notice of its intention to do so prior to the contract termination date. | |
| 6. Prevailing Wage (When Applicable) | Pursuant to State of Washington RCW 39.12, all payment for salaries and wages shall conform to State of Washington Department of Labor and Industries as prevailing wage rates. For this project select the Clark County rates that apply on the bid opening date from either of these sites: | |
| | http://www.wsdot.wa.gov/Design/ProjectDev/WageRates/default.htm | |
| | http://www.Ini.wa.gov/TradesLicensing/PrevWage/WageRates | |
| | Before payment is made by the Local Agency of any sums due under this contract, the Local Agency must receive from the Contractor and each Subcontractor a copy of "Statement of Intent to Pay Prevailing Wages" (Form L & I Number 700-29) approved by the Washington State Department of Labor and Industries. | |

A fee of \$45.00 per each "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" is required to accompany each form submitted to this Department of Labor and Industries. The Contractor is responsible for payment of these fees and shall make all applications directly to the Department of Labor and Industries. These fees shall be incidental to all the bid items of this contract

7. Debarred/Suspended Federally or Washington State debarred or suspended suppliers may not participate in this Request for Proposal.

All proposer's must fill out, sign and submit the "Certification Regarding Debarment, Suspension, and Other Responsibility Matter" form with their proposal to be eligible to participate. (Attachment C)

8. Public Disclosure This procurement is subject to the Washington Public Records Act (the "Act"), chapter 42.56 RCW. Once in the County's possession, all of the RFP Submittals shall be considered public records and available for public records inspection and copying, unless exempt under the Act.

If a Respondent or Proposer considers any portion of an RFP Submittal to be protected under the law, whether in electronic or hard copy form, the Respondent or Proposer shall clearly identify each such portion with the word "PROPRIETARY". The County will notify the Respondent or Proposer in writing of the request and allow the Respondent or Proposer ten (10) days to obtain a court order enjoining release of the record(s). If the Respondent or Proposer does not take such action within the ten (10) day period, the County will release the portions of the RFP Submittal deemed subject to disclosure. All Respondents and Proposers who provide RFP Submittals for this procurement accept the procedures described above and agree that the County shall not be responsible or liable in any way for any losses that the party may incur from the disclosure of records to a third party who requests them.

9. Insurance/Bond A. <u>Commercial General Liability (CGL) Insurance</u>

Written under ISO Form CG0001 or its latest equivalent with minimum limits of \$1,000,000 per occurrence and in the aggregate for each one-year policy period. Personal and Advertising Injury \$1,000,000 and General Aggregate \$1,000,000. This policy will renew annually. This coverage may be any combination of primary, umbrella or excess liability coverage affording total liability limits of not less than \$1,000,000 per occurrence and in the aggregate. However, if other policies are added they must be a follow-form policy in language, renewal date, and have no more exclusions than the underlying coverage. Products and Completed Operations coverage shall be provided for a period of three years following Substantial Completion of the Work. The deductible will not be more than \$50,000 unless prior arrangements are made with Clark County on a case by case basis; the criterion is the Contractor's liquidity and ability to pay from its own resources regardless of coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. Clark County needs to be listed as additional insured.

B. Automobile

If the Proposer or its employees use motor vehicles in conducting activities under this Contract, liability insurance covering bodily injury and property damage shall be provided by the Proposer through a commercial automobile insurance policy. The policy shall cover all owned and non-owned vehicles. Such insurance shall have minimum limits of \$100,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability with a \$1,000,000 annual aggregate limit. If the Proposer does not use motor vehicles in conducting activities under this Contract, then written confirmation to that effect on Proposer letterhead shall be submitted by the Proposer.

C. Media and Publishers Liability

The Proposer shall obtain, at Proposer's expense, and keep in force during the term of this contract Professional Liability insurance policy to protect against legal liability arising out of contract activity. Such insurance shall provide a minimum of \$5,000,000 per occurrence, with a maximum deductible of \$25,000. It should be an "Occurrence Form" policy. If the policy is "Claims Made", then Extended Reporting Period Coverage (Tail coverage) shall be purchased for three (3) years after the end of the contract.

D. Umbrella Liability Coverage

Umbrella Coverage in the amount of \$1,000,000 shall be provided and will apply over all liability policies without exception, including but not limited to Commercial General Liability, Automobile Liability and Employers Liability.

E. Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against County, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against County and shall require similar written express waivers and insurance clauses from each of its subcontractors.

F. Proof of Insurance

Proof of Insurance shall be provided prior to the starting of the contract performance. Proof will be on an ACORD Certificate(s) of Liability Insurance, which the Proposer shall provide to Clark County. Each certificate will show the coverage, deductible and policy period. Policies shall be endorsed to state that coverage will not be suspended, voided, canceled or reduced without a 30-day written notice by mail. It is the Proposer's responsibility to provide evidence of continuing coverage during the overlap periods of the policy and the contract.

G. Worker's Compensation

As required by the industrial insurance laws of the State of Washington.

All policies must have a Best's Rating of A-VII or better.

10. Plan Holders List All proposers are required to be listed on the plan holders list.

Prior to submission of proposal, please confirm your organization is on the Plan Holders List below:

To view the Plan Holders List, please click on the link below or copy and paste into your browser. Clark County RFP site: <u>https://clark.wa.gov/internal-services/requests-proposals</u>

- If your organization is NOT listed, submit Attachment B Letter of Interest to ensure your inclusion.
- Proposals received by Clark County by proposers not included on the Plan Holders List may be considered non-responsive.

Part II Proposal Preparation and Submittal

Section IIA Pre-Submittal Meeting / Clarification

- 1. Pre-Submittal There will not be pre-submittal meeting or site visit scheduled for this project. Meeting
- 2. Proposal Questions and Requests for Clarification regarding this Request for Proposal must be directed in writing, via email, to the person listed on the cover page.

The deadline for submitting such questions/clarifications is November 11, 2020.

An addendum will be issued no later than November 12, 2020, to all recorded holders of the RFP if a substantive clarification is in order.

The Questions & Answers/Clarifications are available for review at the link below. Each proposer is strongly encouraged to review this document prior to submitting their proposal.

Clark County RFP site: https://clark.wa.gov/internal-services/requests-proposals

Section IIB Proposal Submission

1. Proposals Due Sealed proposals must be received no later than the date, time and location specified on the cover of this document.

The outside of the envelope/package shall clearly identify:

1. RFP Number and;

2. TITLE and;

3. Name and Address of the Proposer.

Responses received after submittal time will not be considered and will be returned to the Proposer - unopened.

Proposals received with insufficient copies (as noted on the cover of this document) cannot be properly disseminated to the Review Committee and other reviewers for necessary action, therefore, may not be accepted.

2. Proposal Proposals must be clear, succinct and not exceed 20 pages, excluding samples of envelopes and resumes, E-Verify and coversheet. Proposer's who submit more than the pages indicated may not have the additional pages of the proposal read or considered.

For purposes of review and in the interest of the County, the County encourages the use of submittal materials (i.e. paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content and are <u>readily recyclable</u>.

The County discourages the use of materials that cannot be readily recycled such as PVC (vinyl) binders, spiral bindings, and plastic or glossy covers or dividers. Alternative bindings such as reusable/recyclable binding posts, reusable binder clips or binder rings, and recyclable cardboard/paperboard binders are examples of preferable submittal materials.

Proposers are encouraged to print/copy on both sides of a single sheet of paper wherever applicable; if sheets are printed on both sides, it is considered to be two pages. Color is acceptable, but content should not be lost by black-and-white printing or copying.

All submittals will be evaluated on the completeness and quality of the content. Only those Proposers providing complete information as required will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail.

Additional support documents, such as sales brochures, should be included with each copy unless otherwise specified.

Section IIC Proposal Content

- 1. Cover Sheet This form is to be used as your proposal Cover Sheet. See Cover Sheet Attachment A
- 2. Project Team Provide a staffing plan that demonstrates how professional staff will be made available to perform scheduled tasks for the Clark County Elections Office.

Clearly outline the number of staff (permanent and temporary) that will be dedicated during a project. Describe the level of experience that permanent staff have.

Describe a 5 year plan your firm will have in place to maintain/replace experienced permanent staff.

- 3. Management Approach Provide a brief description of your firm's history and its capabilities related to envelope design and printing. Describe your firm's experience in handling election material. Describe your firm's philosophy towards providing quality service for high volume, deadline driven projects.
- 4. Respondent's Capabilities
 Describe the location ballot envelopes will be printed. Describe your firm's capacity to store and stage the large quantities of supplies described in this RFP. Describe your capabilities to perform the contract over the next five (5) years (staffing, machine repair/replacement, storage etc.) Provide four samples of all attachments using the specifications provide in section IB and using attachments D-I. Proposer may provide ballot envelope samples printed in black ink only or in appropriate colors. Proposer will not receive higher score by printing with color ink.
- 5. Project Approach Describe your firm's philosophy towards providing quality service for high volume, deadline driven projects. Describe how your firm will meet all requirements outlined in Sec IB(1-5).
- 6. Proposed Cost Complete Attachment I Pricing Worksheet.
- 7. Employment Verification
 Please refer to section 1A.6. – E-Verify
 IMPORTANT NOTE: Include this portion of the response immediately <u>AFTER</u> the cover page, if not already on file with Clark County. Current vendors on file can be viewed at: https://www.clark.wa.gov/general-services/purchasing-overview

Part III Proposal Evaluation & Contract Award

Section IIIA Proposal Review and Selection

- 1. Evaluation and Selection: Proposals received in response to this RFP will be evaluated by a Review Committee. Committee review results and recommendations may be presented to an appropriate advisory board prior to the consent process with the Clark County Auditor.
- 2. Evaluation Criteria Scoring Each proposal received in response to the RFP will be objectively evaluated and rated according to a specified point system.

A one hundred (100) point system will be used, weighted against the following criteria:

| Approach and Understanding | 25 |
|----------------------------|-----|
| Experience | 25 |
| Quality of Examples | 20 |
| Cost | 30 |
| Total Points | 100 |

Section IIIB Contract Award

- 1. Consultant Selection The County will award a contract to the highest scoring Proposer. Should the County not reach a favorable agreement with the highest scoring Proposer, the County shall suspend or terminate negotiations and commence negotiations with the second highest scoring Proposer and so on until a favorable agreement is reached.
- 2. Contract The proposal and all responses provided by the successful Proposer may become a part of the final contract.
- 3. Award Review The public may view proposal documents after contract execution. However, any proprietary information so designated by the Proposer as a 'trade secret' will not be disclosed unless the Clark County Prosecuting Attorney determines that disclosure is required. At this time, Proposers that did not get awarded the contract, may seek additional clarification or debriefing, request time to review the selection procedures or discuss the scoring methods utilized by the evaluation committee.
- 4. Orientation/Kick-off There will not be an Orientation or Kick-off Meeting. Meeting

Attachment A: COVER SHEET

| General Information: | | | | | | |
|------------------------------|--|----------|----------------------|---------------|--------|--|
| Legal Name of Proposing Firm | | | | | | |
| Stre | et Address | City | | State | Zip | |
| Con | tact Person | Т | Fitle | | | |
| Pho | ne | Fax | | | | |
| Prog | gram Location (if different than above) | | | | | |
| Email Address | | | | | | |
| Тах | Identification Number | | | | | |
| | | | | | | |
| | ADDENDUM: | | | | | |
| | Proposer shall acknowledge receipt of Addenda by checking the appropriate box(es). | | | | | |
| | None 1 2 2 | з 🗆 | 4 🗖 | 5 🗖 | 6 🗖 | |
| | NOTE: Failure to acknowledge receipt of Add | dendum n | nay render the propo | sal non-respo | nsive. | |
| | | | | | | |

I certify that to the best of my knowledge the information contained in this proposal is accurate and complete and that I have the legal authority to commit this agency to a contractual agreement. I realize the final funding for any service is based upon funding levels, and the approval of the Clark County Council and required approvals.

| Authorized Signature | of Proposing Firm |
|----------------------|-------------------|
|----------------------|-------------------|

| Date |
|------|
|------|

Printed Name

Attachment B: LETTER OF INTEREST

| Legal Name of Applicant Agency | | | | |
|--|-------|-----|--|--|
| Street Address | | | | |
| City | State | Zip | | |
| Contact Person | Title | | | |
| Phone | Fax | | | |
| Program Location (if different than above) | | | | |
| Email Address | | | | |

- > All proposers are required to be included on the plan holders list.
- > If your organization is NOT listed, submit the 'Letter of Interest" to ensure your inclusion.

Email Letter of Interest to: Koni.Odell@clark.wa.gov and Priscilla.Ricci@clark.wa.gov

Clark County web link: https://clark.wa.gov/internal-services/requests-proposals

This document will only be used to add a proposer to the plan holders list. Submitting this document does not commit proposer to provide services to Clark County, nor is it required to be submitted with proposal.

Proposals may be considered non-responsive if the Proposer is not listed on the plan holders list.

Attachment C



Clark County, Washington

Certification Regarding Debarment, Suspension and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

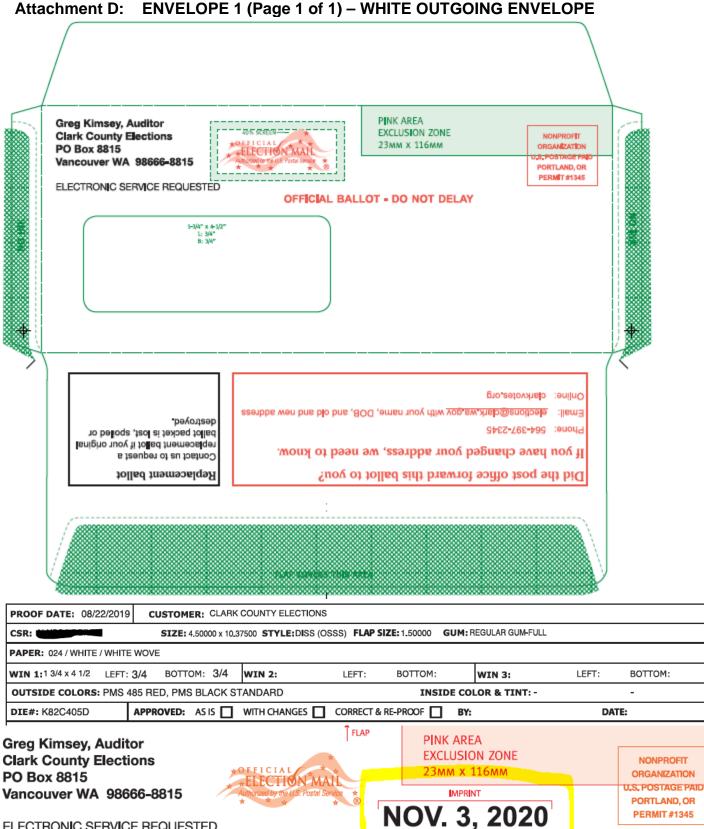
I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

I am unable to certify to the above statements. My explanation is attached.



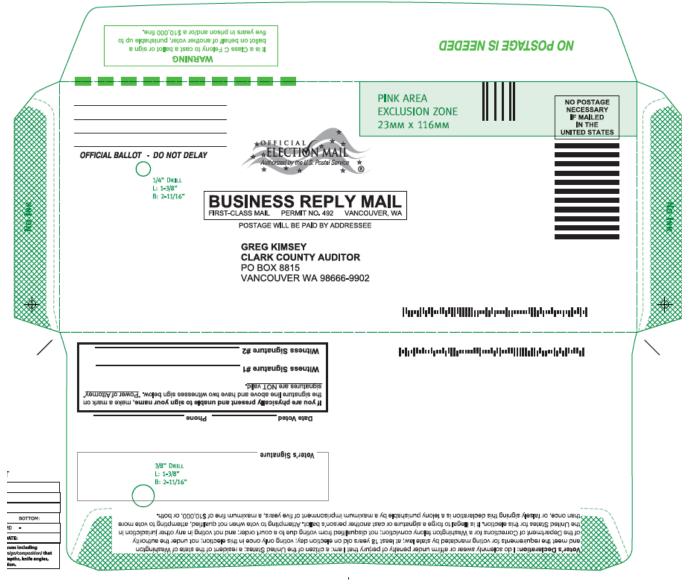
OFFICIAL BALLOT - DO NOT DELAY

PERMIT #1345

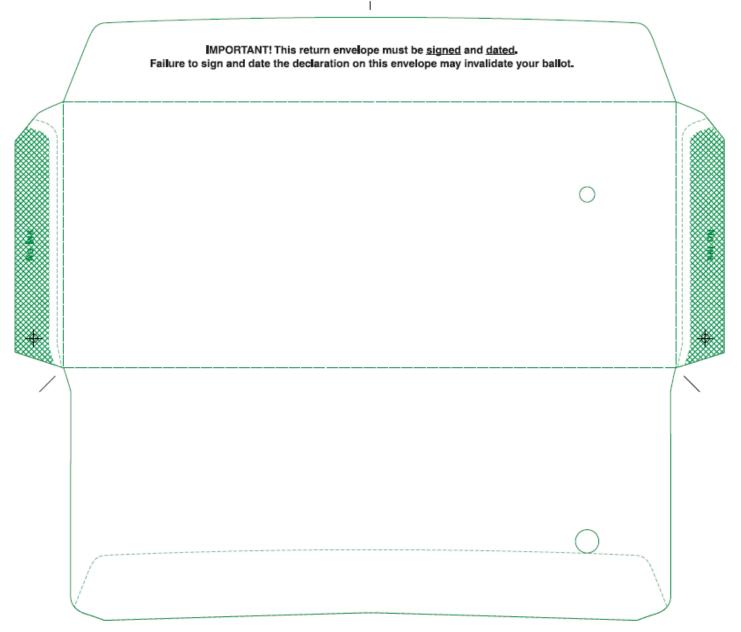
ENVELOPE 1 (Page 1 of 1) – WHITE OUTGOING ENVELOPE

ELECTRONIC SERVICE REQUESTED

Attachment E: (Page 1 of 2): ENVELOPE 2 – WHITE RETURN ENVELOPE W/ GREEN STRIPE



Attachment E: (Page 2 of 2): ENVELOPE 2 – WHITE RETURN ENVELOPE W/ GREEN STRIPE

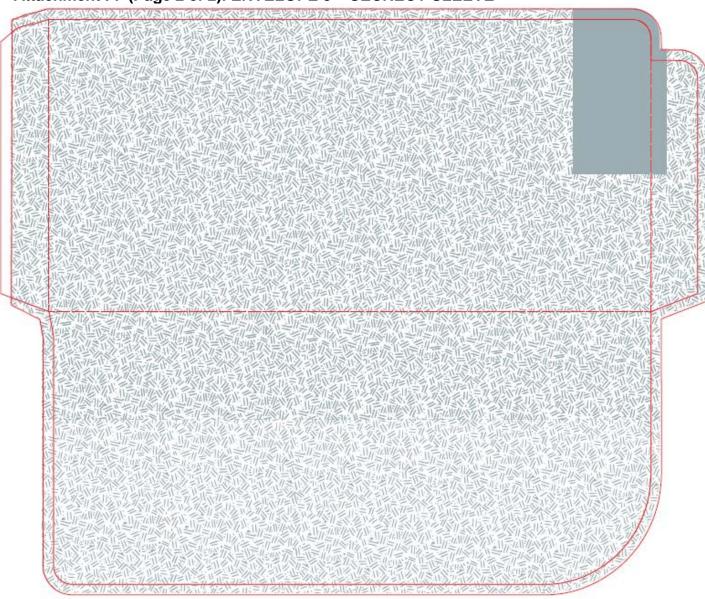


| PROOF DATE: 01/23/2020 | CUSTOMER: | CLARK COUNTY | ELECTIONS | | | |
|----------------------------|-------------------|-------------------------|-----------------|--------------------|-----------------------|----------------|
| CSR: | SIZE: 4.12 | 500 x 9.50000 ST | YLE:DISS (OSSS) | FLAP SIZE: 1.31250 | GUM: REGULAR GUM-FULL | |
| PAPER: 024 / WHITE / WHITE | WOVE | | | | | |
| WIN 1: 1/4 × 3/8 LEFT: | 1 3/8 воттом: | : 2 11/1 6win 2 | : LE | FT: BOTTOM: | WIN 3: | LEFT: |
| OUTSIDE COLORS: PMS E | BLACK STANDA | RD, PMS 361 GF | REEN | INS | IDE COLOR & TINT: PMS | BLACK STANDARD |
| DIE#: KG1W1002 | APPROVED: AS | s is 🔲 with c | HANGES 🔲 COF | RECT & RE-PROOF | BY: | DATE: |

| | | | 3/8" Drill Left: 3-1/2" Bottom: 1-3/4" | | | | |
|---|--|---|--|---|--|---|--|
| Mailing address: PO Box 8815 Vancouver, WA 98666-8815 | Physical address: 1408 Franklin Street Vancouver | Phone: (564) 397-2345 Email: elections@clarkwa.gov | 4) If you are returning your ballot by mail, mail it so it will be postmarked on or before Election Day. You may also deliver your ballot to the Elections Office or deposit it into a ballot drop box by 8 pm on Election Day. If you need a replacement ballot or have any questions, contact the Elections Office. | Place this secrecy sleeve into the white return envelope and seal it. | Place your voted ballot in this secrecy sleeve. Sign and date your white return envelope. | BALLOT SECRECY SLEEVE (Use of this sleeve is optional) | |

Attachment F: (Page 1 of 2): ENVELOPE 3 – SECRECY SLEEVE

Attachment F: (Page 2 of 2): ENVELOPE 3 – SECRECY SLEEVE



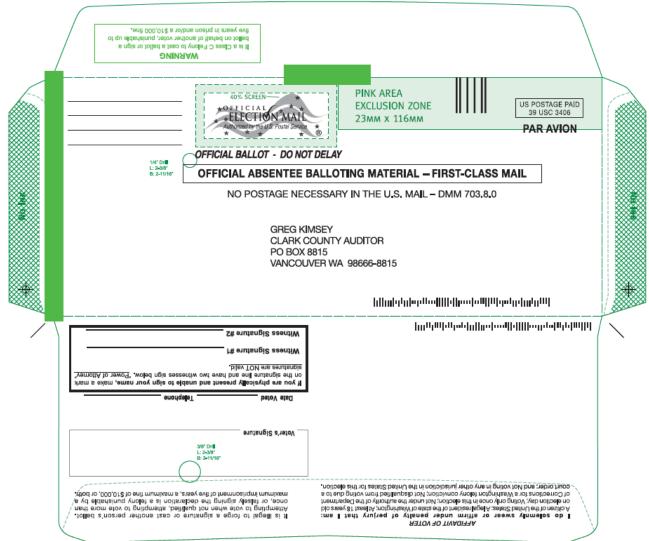
| PROOF DATE: 05/ | 15/2020 CL | JSTOMER: CLARK | COUNTY ELECT | IONS | | | | |
|--------------------|--------------|----------------------|---------------|------------------|---------------|-----------------|-------------|---------|
| CSR: | | SIZE: 3.87500 × 8.00 | 000 STYLE:DIS | s (OSSS) FLAP SI | ZE:.00000 GUM | NO GUM | | |
| PAPER: 024 / WHITE | / WHITE WOVE | | | | | | | |
| WIN 1: 3/8 x 1/2 | LEFT:3 1/2 | воттом: 1 3/4 | WIN 2: | LEFT: | BOTTOM: | WIN 3: | LEFT: | BOTTOM: |
| OUTSIDE COLORS | : PMS 361 | GREEN | | | INSIDE O | COLOR & TINT: P | MS 429 GRAY | CVO 01 |

Attachment G: (Page 1 of 1): ENVELOPE 4 – WHITE OUTGOING ENVELOPE – OFFICE USE

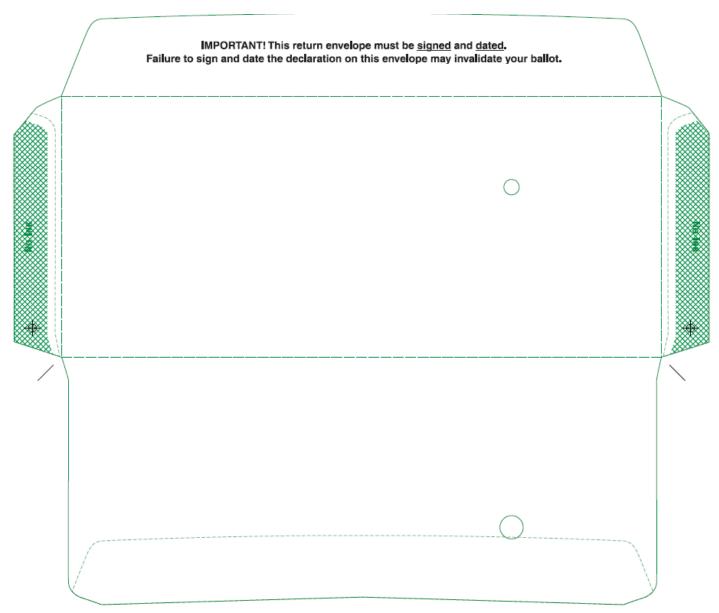
| Replacement ballot Contact us to request a replacement ballot if your original ballot packet is lost, spoiled or destroyed. | Did the post office forward this ballot to you? Phone: 564-397-2345 Email: elections@clark.wa.90x with your name, DOB, and old and new address Email: elections@clark.wa.90x with your name, DOB, and old and new address | |
|---|--|--|
| | Online: clarkvotes.org | |
| | | |
| DDRESS SERVICE REQUESTED | OFFICIAL BALLOT ENCLOSED | |
| Clark County Elections O Box 8815 (ancouver WA 98666-8815 | * OFFICIAL * ELECTION MALL | |

BOTTOM:

Attachment H: (Page 1 of 2): ENVELOPE 5 – WHITE RETURN MILITARY ENVELOPE W/ GREEN STRIPES – OFFICE USE



Attachment H: (Page 2 of 2): ENVELOPE 5 – WHITE RETURN MILITARY ENVELOPE W/ GREEN STRIPES – OFFICE USE



| PROOF DATE: 08/02/2019 CUSTOMER: CLARK COUNTY ELECTIONS | | | | | | | | |
|---|----------------------|--------------|-----------|----------|-----|------------|---------|--|
| CSR: CSR: CSR: CSR: CSR: CSR: CSR: CSR: | | | | | | | | |
| PAPER: 024 / WHITE / WHITE | WOVE | | | | | | | |
| WIN 1: 1/4 × 3/8 LEFT: | 2 3/8 BOTTOM: 2 11/1 | GWIN 2: | LEFT: | BOTTOM: | wI | N 3: LEFT: | BOTTOM: | |
| OUTSIDE COLORS: PMS BLACK STANDARD, PMS 361 GREEN INSIDE COLOR & TINT: PMS BLACK STANDARD | | | | | | | | |
| DIE#: KG1W1002 | APPROVED: AS IS | WITH CHANGES | CORRECT & | RE-PROOF | BY: | DATE | : | |

Attachment I: Pricing Worksheet

| Description | Est. Annual Qty. | Unit Price | Total |
|---|------------------|------------------|-------|
| Envelope 1 – White Outgoing Envelope | 1,250,000 | \$ /1000 | \$ |
| Envelope 2 – White Return Envelope w/ Green Stripe | 1,250,000 | \$ /1000 | \$ |
| Envelope 3 – Security Sleeve | 1,250,000 | \$ /1000 | \$ |
| Envelope 4 – White Outgoing Military Envelope – Office Use | 15,000 | \$ /1000 | \$ |
| Envelope 5 – White Return Military Envelope w/ Green Stripe – Office Use | 15,000 | \$ /1000 | \$ |
| Imprinting of Election Date on Envelope 1 prior to delivery | 1,250,000 | \$ /1000 | \$ |
| Storage – Surplus set of envelopes (per pallet/year) | 15 (rotating) | \$ /pallet | \$ |
| Set-up, typesetting & testing – for revisions or new envelopes | N/A | \$ | \$ |
| | | Sub-Total = | \$ |
| | | Freight = | \$ |
| | 8 | .4 % Sales Tax = | \$ |
| | | Total = | \$ |