

W 8 B 1

AGENDA COVER MEMORANDUM

Agenda Date: June 4, 2003

TO: Board of Commissioners

DEPARTMENT: Department of Management Services

PRESENTED BY: Annette Newingham, Chief Deputy County Clerk
Department of Management Services

SUBJECT: **IN THE MATTER OF AWARD OF LCP 2003-02 FOR BALLOT INK
JETTING, INSERTING, AND MAIL SERVICES**

I. PROPOSED MOTION: MOVE TO ACCEPT LCP 2003-02 FOR BALLOT INK
JETTING, INSERTING, AND MAIL SERVICES FROM SIGNATURE GRAPHICS,
INC. FOR THE UNIT PRICES PROPOSED

II. ISSUE/PROBLEM:

Lane County Elections is responsible for conducting four scheduled elections each fiscal year. All elections are conducted as "vote by mail" elections. Lane County Elections is required to mail statutory ballot information at designated deadlines. In order to meet those deadlines, the elections office contracts out for ink jetting, inserting, and mail vendor services. Depending on the actual number of elections conducted and the overall size of each election (from small special district to countywide) the total 2-year cost could range from \$40,000 to \$75,000. As the high range exceeds \$50,000 a formal competitive selection process is necessary.

III. DISCUSSION:

3.1 Background:

A Request for Proposals for a two-year requirements agreement for Ballot Ink Jetting, Inserting, and Mail Services was prepared and advertised in the Register Guard and the Daily Journal of Commerce on April 9, 2003. In response to the Request for Proposals two proposals were received, as listed on the RFP Opening Recap Sheet.

3.2 Analysis.

All proposals were evaluated by an evaluation committee consisting of Elections and Records staff for conformance to RFP specifications and requirements. While both vendors demonstrated the ability to perform the work, only one of the vendors provided inkjetted samples that, when scanned, read the barcoded date. In a cost analysis, using an average countywide election, the two vendors' projected service

costs ranged from \$10,000 to \$ 18,000 per election. Considering that there may be eight elections during the two-year agreement, this difference is very meaningful.

The proposal submitted by SIGNATURE GRAPHICS, INC., having the highest level of recent experience and the lowest costs received the highest point total, and was determined to best meet the RFP requirements.

3.3 Alternatives/Options.

One option would be to go for bids each scheduled election. This does risk a variance in service prices each election and makes it more difficult to project election costs for budget purposes. This option also increases the risk of schedule conflicts, which could jeopardize meeting statutory deadlines to mail election ballots.

A second option is to contract with an ink jetting, inserting, and mail vendor for the administration of these services. This provides the vendor with a set of specific responsibilities to meet the needs of Lane County Elections, while ensuring some stability in the cost during the term of the contract.

3.4 Recommendation.

It is recommended that award of RFP LCP 2003-02 be made to SIGNATURE GRAPHICS, INC. based on conformance to RFP requirements; a requirements agreement be signed by the vendor; and the County Administrator be authorized to execute the contract.

3.5 Timing

The successful vendor shall be prepared to provide such services by the next scheduled election in September 2003.

IV. IMPLEMENTATION/FOLLOW-UP:

Following approval of the award, a contract will be signed by the vendor and delivered to the County Administrator for execution.

V. ATTACHMENTS:

Board Order
RFP Opening Recap Sheet

IN THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO.

**IN THE MATTER OF AWARD OF LCP 2003-02
FOR BALLOT INK JETTING, INSERTING, AND
MAIL SERVICES**

WHEREAS, at the duly authorized time and place on April 22, 2003, Chuck Wallace, Purchasing Manager, under authority of Lane Manual Chapter 21, opened proposals on the following:

LCP 2003-02 FOR BALLOT INK JETTING, INSERTING, AND MAIL SERVICES

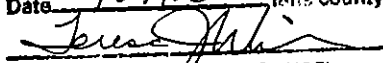
WHEREAS, all responses were evaluated by Department of Management Services Elections and Records staff for conformance to RFP specifications; it is hereby

ORDERED that the highest rank proposer, SIGNATURE GRAPHICS, INC., be awarded a contract; that a requirements agreement be executed in accordance with RFP specifications; and that the County Administrator be authorized to sign the contract.

DATED this ____ day of _____, 2003

**Peter Sorenson, Chair
Lane County Board of Commissioners**

**IN THE MATTER OF AWARD OF LCP 2003-02 FOR BALLOT INK JETTING,
INSERTING, AND MAIL SERVICES**

APPROVED AS TO FORM
Date 5/27/03 lane county

OFFICE OF LEGAL COUNSEL

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LANE COUNTY REQUEST FOR PROPOSAL COVER SHEET

1. PROJECT TITLE: BALLOT INK JETTING, INSERTING, AND MAIL SERVICES
FOR DEPARTMENT: MANAGEMENT SERVICES DIVISION: CHIEF DEPUTY COUNTY CLERK

2. PREPARED BY: [Signature] 8597 3/11/3
Signature Phone Date

Initial Initial
CW a. Instructions to Vendors rm e. Evaluation Committee
rm b. Specifications rm f. Evaluation Matrix
CW c. Proposal Form CW g. Appeal
CW d. Contract Form — h. Other

3. LEGAL NOTICE PREPARED BY: [Signature] 8597 3/11/3
Signature Phone Date

NAME OF PAPER

- a. REGISTER GUARD
b. DAILY JOURNAL OF COMMERCE

DATE(S) OF NOTICE

4. LEGAL COUNSEL APPROVAL: [Signature] 3301 3-24-03
Signature Phone Date

5. RISK MANAGER APPROVAL: [Signature] 4569 3-26-03
Signature Phone Date

6. OPENED BY: [Signature] 8597 4/22/3
Signature Phone Date

7. DEPARTMENT REVIEW AND APPROVAL: The above items are required in the operation of this Department and the expenditure they represent is an approved budget charge.

Budget Code: 124-5540120-512721 \$ Amount

APPROVED

Signature Title

BY:
Date

8. PREPARATION OF AWARD (Initial Below)
a. CW Recap Sheet Prepared/Attached
b. CW Proposal Forms
c. Recommendation sent to Proposers

REMARKS ON ANY DEVIATIONS:

LANE COUNTY PURCHASING RFP OPENING RECAP SHEET

Bid #: LCP 2003-02 For: BALLOT INK JETTING, INSERTING, & MAIL SERVICES

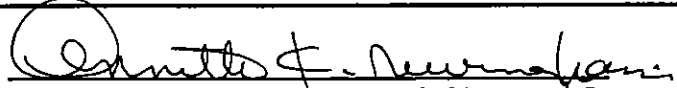
Opened & Recorded By: Chuck Wallace, Purchasing Manager Date: 04/22/03

<i>Proposer</i>	<i>Points</i>
MID VALLEY PRESORT & MAILING JERRY J EGGER 1215 WILBUR ST SE SALEM OR 97302 800-523-8293 503-363-1148 FAX	
1. VENDOR QUESTIONNAIRE/DEMONSTRATED ABILITY	95
2. COST/TIME WORKSHEET	75
3. ORGANIZATIONAL CHART	25
4. REFERENCES	25
5. CUTURAL COMPETENCY	25
TOTAL POINTS	245

SIGNATURE GRAPHICS
B.D. DUTTON
8033 NE HOLMAN
PORTLAND OR 97218
503-256-5956 503-256-5949 FAX

1. VENDOR QUESTIONNAIRE/DEMONSTRATED ABILITY	125
2. COST/TIME WORKSHEET	110
3. ORGANIZATIONAL CHART	25
4. REFERENCES	25
5. CUTURAL COMPETENCY	25
TOTAL POINTS	310

END OF PROPOSER LIST



Annette K. Newingham, Chief Deputy County Clerk

DATE: May 7, 2003



TO: BALLOT INK JETTING, INSERTING, AND MAIL SERVICES

RE: NOTICE OF RECOMMENDATION TO AWARD - LCP 2003-02 FOR
BALLOT INK JETTING, INSERTING, AND MAIL SERVICES

This is written to advise all firms that the County has completed its review of proposals received in response to the above Request for Proposals. Two responses were received as shown on the attached Score Sheet.

Based on a full review of the responses, and complete scoring of all evaluation criteria by all members of the evaluation team, the evaluation team is recommending that the award of an agreement for Ballot Ink Jetting, Inserting, and Mail Services be made to SIGNATURE GRAPHICS, INC. The Committee determined that the optional interview portion need not be conducted, and interviews would not change the Committee recommendations.

It is anticipated that the Commissioners will take action on this matter on June 4, 2003.

Lane County would like to thank you for all of the time and effort put forth in your proposal and your continued interest in County projects. If you have questions or wish to discuss this matter further, please contact this office at 541-682-8597.

Sincerely,

A handwritten signature in black ink, reading 'Annette K. Newingham'. The signature is fluid and cursive, with the first name 'Annette' being more prominent.

Annette K. Newingham, Chief Deputy County Clerk
Lane County Management Services
135 E 6th Ave
Eugene OR 97401

ATTACHMENT: RECAP SHEET

COVER LETTER AND CONTRACT ASSURANCES

Lane County RFP LCP 2003-01 Ballot Ink Jetting, Inserting & Mail Services

Resident Proposer

Signature Graphics, Inc is an EEOC Certified Oregon Corporation

Signature Graphics is pleased to submit a proposal for contract ballot ink jetting, inserting & mailing services for all Lane County departments/divisions and other political subdivisions. Our proposal accepts all terms and conditions included in the R.F.P. Provisions.

1. Contractor Name: Signature Graphics, Inc
2. Owner Name: Brian C. Dutton; B. Daniel Dutton; J. E. Dutton
3. Business Address: 15040 NE Mason St, Portland, OR 97230
4. Business Telephone: (503) 256-5956
Business Fax: (503) 256-5949
5. Name of Person Responsible
For Servicing this Contract: Larry Wright, Manager Mailing Division
6. Number of Staff Employees: 186 Full Time
30-60 Part Time

Annual Revenues: c\$22,000,000
7. Date Business Established: 29 May 1984
8. Name and Address of
Insurance Agent: Michael Reggiani
Fullerton & Company
2701 NW Vaughn St #340
Portland, OR 97210
(503) 274-6511

STATEMENT OF INSURANCE COVERAGE

Signature Graphics maintains Commercial General Liability insurance, on an occurrence basis, with a combined single limit of at least \$1,000,000 each occurrence for Bodily Injury and Property Damage. The policy provides an annual aggregate limit of at least \$2,000,000 for Bodily Injury and Property Damage. Additional umbrella coverage is also available for Bodily Injury and Property Damage with a combined single limit of at least \$1,000,000 and an annual aggregate limit of at least \$1,000,000. All Commercial Liability coverage is provided by Atlantic Mutual, which is admitted to do business in Oregon and is rated A- by Best's Insurance Rating.

Signature Graphics also maintains Errors and Omissions insurance through Atlantic Mutual with coverage of at least \$1,000,000 for each claim and at least \$1,000,000 in aggregate annual coverage.

Finally, Signature Graphics maintains Worker's Compensation and Employers' Liability insurance through Safeco with coverage of at least \$100,000 for each accident.

In the event additional insurance is required by the County under the proposed contract, Signature Graphics will acquire such coverage.

It is possible to add the County, its agents, officers and employees as Additional Insured parties with respect to the services we would be providing under this RFP.

REFERENCES

The following references are intended to demonstrate our expertise in handling ballot inserting and mail distribution for public entities:

- 1) Ginny Kingsley, Elections Manager
Washington County Elections Division
3700 SW Murray Blvd. – Suite 101
Beaverton, OR 97005
Phone: 503-846-8670
Fax: 503-846-4854

In 1999, Signature Graphics won a three-year contract to provide mailing services to Washington County's Elections Division and the Department of Assessment and Taxation. That contract has since been renewed. Over the course of the last four years, we have worked hard to develop our expertise in handling their requirements by developing innovative solutions to long-standing production challenges. Such services include the mail distribution of ballots as well as the mailing of property tax statements.

- 2) Multnomah County Elections Division
Georgann Dustan, Elections Project Coordinator
1040 SE Morrison St
Portland, OR 97214
Phone: (503) 248-3720
Fax: (503) 248-3719

In 1999, Signature Graphics won a three-year contract to mail all of the Multnomah County's mailing requirements related to the vote-by-mail project; property tax statements and the Multnomah County Voters' Pamphlet. That contract has since been extended. As evidenced by the attached reference letter, the county has been extremely happy with our ability to work with them.

- 3) State of Oregon
Tami Dettwyler, Compliance Specialist
Elections Division
State Capitol Building #141
Salem, OR 97310-0722
Phone: 503-986-1518
Fax: 503-373-7414

In 2001, Signature Graphics was awarded an 8-year contract to print and mail the State Voters' Pamphlet. The State Voters' Pamphlets is distributed

through the USPS system to every eligible voter in the State. Signature Graphics has a long-standing and well established working relationship with the US Post Office as evidenced by the fact that we have "plant verification" authority whereby the Post Office comes to our facility to clear our mail. Please refer to the attached reference letter from the State of Oregon.

- 4) Clark County Auditor's Office
Tim Likness, Elections Supervisor
1500 D Street
Vancouver, WA 98666
Phone: (360) 397-2345
Fax: (360) 397-2394

Please refer to our comments above. We process all of Clark County's absentee ballot mailings and all other large mailing requirements. In addition, we also print and distribute nearly 100,000 Voters' Pamphlets for Clark County. The attached reference letter confirms the county's level of satisfaction with Signature Graphics.

*To reiterate, none of our existing or future jobs will conflict with our ability to execute the terms of a contract for the production of Lane County's mailing requirements. We maintain ample excess production capacity to meet all mailing requirements as outlined under the RFP.

STATEMENT OF QUALIFICATIONS

Background, Mailing Expertise and Financial Responsibility:

With 186 full time employees, Signature Graphics is the largest independently owned commercial printer and mailer in the Portland Metro Area as listed in *The Business Journal's* book of lists. We maintain three operating divisions: commercial mailing, shared mail services and commercial printing.

The Portland office of the USPS recognizes Signature Graphics as the largest commercial mailer in the state of Oregon. In addition, we are proud to boast that the USPS nominated Signature Graphics as "Mailer of the Year", an award bestowed upon us in November 2001. Through our trademarked Mailbox Merchants™ program, we own and operate the largest shared mail distribution network in the Pacific Northwest. The program itself has been in operation for nearly fifteen years and at peak distribution, more than 8.1 million advertising pieces hit 1,900,000 households during a given week. The network extends east to Idaho Falls, north to Spokane and south to Chico, CA. Our mailing client list now exceeds 210 customers and includes Wal*Mart, Safeway, Albertson's, Rite-Aid, Pizza Hut and Goodyear. We also maintain a strategic contractual alliance with ADVO Inc, the nation's largest mailer.

Our Solo Mail Division has successfully negotiated mailing contracts with many counties in the state of Oregon (e.g. Lane, Washington, Multnomah, Deschutes, Clatsop, etc) as well as Clark County in Washington State. Over the last three years, we have developed an expertise in handling county election mail. We have succeeded in developing and implementing numerous innovative workflow improvements for our county customers.

Above all else, we take pride in our ability to provide superior customer service. We have developed a reputation for meeting deadlines and keeping our customers well informed at all stages of production. Over the course of the past ten years, we have achieved a 100% clearing with the USPS. Virtually all of the company's production (printing and mailing) is time-dated. We have, therefore, developed tested procedures and systems for ensuring the timely completion of every job.

We should also point out that we have worked extensively with both Federal and State entities to print and mail large government publications. As examples, we have produced the Oregon State Tax Booklets on numerous occasions and produced and mailed the State of Oregon Services Division Handbook in 1998 as well as the PERS Member Handbook in 1998. We now handle all State Voters' Pamphlets. We have also printed and mailed numerous publications for the United States Government Printing Office (USGPO). We recently printed and mailed nearly 7 million Medicare pamphlets nationwide. Of note, this job was completed and mailed by us without a hitch during a 10-day production window! Very few vendors actually bid on these USGPO jobs due to the high quality demands and the extremely challenging production windows.

In June 2001, we completed development of our wholly owned and occupied \$8.5 million, state-of-the-art production facility. The 130,000 sq. ft. building now houses each of our three operating divisions. This new facility is complete with ample storage space for customer product and a secured area for sensitive customer information.

Our banking reference is Douglas W. Carlson, Senior Vice President & Manager of Portland Commercial Banking for Wells Fargo Bank. His office is located at 1300 SW Fifth Avenue – 13th floor, Portland, OR 97208. He can be reached at (503) 886-4659 and his fax number is (503) 886-3210.

Signature Graphics' federal tax identification number is 93-0865434 and our Secretary of State Corporation Division Business registry number is 200164-16.

Key Mailing Personnel:

Larry Wright, Manager Mailing Division:

Larry has accumulated 20 years of mailing management, production and marketing experience. He is a member of the Greater Portland Postal Council and is on the Committee for the National Postal Forum. Larry also participates on the USPS's Northwest Regional and Western US Regional Focus Group's as a member of the Advisory Committee. He has achieved a clearing accuracy rating of 100% over the past nine years. Larry has developed an excellent reputation for his ability to manage numerous customers each with a large number of mailing versions and inserts.

Ted Ueling, Mailing Production Manager:

Ted has accumulated eight years of mailing production experience with Signature Graphics.

Theresa Steele, MIS Manager:

Theresa has accumulated four years of direct mailing and pre-sort experience with Signature Graphics. In addition, she has more than fifteen years of experience in the IS field.

USPS Working Relationship:

In addition to the goodwill produced by Larry Wright's participation on the above-mentioned USPS boards, Signature Graphics is a USPS-approved Business Partner and Certified USPS Vendor. Please feel free to contact Dallas Keck, District Manager at the Portland USPS office for confirmation of our outstanding relationship with the USPS. Indeed, we have obtained plant load authorization from the USPS to clear product on site at both of our facilities. This represents a distinct advantage over many of our competitors.

Inline/Offline and Barcode inkjetting:

Signature Graphics owns and operates four ink-jetting machines: two Video Jet 4000's; one PrintPro; and one SR 50. These machines are fully capable of producing the jobs outlined in the R.F.P. Capacity is presently approximates 50,000 pieces/hour.

Tabbing:

White, color or clear perforated tabbing is available. We have two tabbing machines.

Inserting:

Signature Graphics owns and operates five fully remanufactured Pitney Bowes 8300 Console Inserters. Four machines have six inserter feeders, one sheet feeder, one in-line mail machine and OMR Scanning capability. The fifth machine has four inserter feeders. Each machine is capable of producing 5,000 completed pieces/hour.

Folding:

Signature Graphics owns and operates folding equipment capable of folding ballot cards and style sheets (8-1/2" x 11" and 6-1/2" x 14").

Ability to Meet Deadlines:

Signature Graphics mails more than 3.9 million pieces each and every month. As previously mentioned, we have achieved a 100% clearing accuracy over the past ten years. The company owns and manages the trademarked Mailbox Merchants shared mail program and therefore maintains a full appreciation for the importance mailing customers attach to the timely clearance of product. On a broader scale, virtually all of the company's production (printing and mailing) is time-dated. We have therefore developed tested procedures and systems for ensuring the timely completion of every job.

Automation (equipment and software):

Signature Graphics presently uses AccuZIP 6 and First Logic Postware certification software for all automation processing of databases. The National file is updated bi-monthly in compliance with USPS requirements.

Signature Graphics presently uses AccuZIP 6 and First Logic Postware certified presort software. This software presorts all classes of mail, prepares the mailing profiles and sack or tray tags.

AccuZIP 6 and First Logic Postware software are both PAVE and CASS certified.

Storage:

As previously mentioned, Signature Graphics maintains ample storage areas for both bulk (unsecured) and locked product. Our facilities are sufficient to meet the requirements outlined in the R.F.P.

LIST MANAGEMENT AND DATA PROCESSING

File Conversions:

Signature Graphics can process files originating on the following media: floppy disk; CD; 9, 18, or 36-track and DAT tape; Iomega Zip and Jazz; Syquest 88c; 128 MB and 1.3 GB Optical disk. Data files may be in ASCII or EBCDIC and may be in virtually any fixed or delimited format. In addition, most common proprietary PC and Mac data formats are supported.

Merge/Purge:

For most clients, purging of duplicates is accomplished using AccuZIP 6. After address standardization, AccuZIP algorithms find the best data records leaving only one mail piece per individual or per address. If required, more sophisticated rule-based duplicate matching may be employed.

PRESORT CERTIFICATION

We hereby confirm that Signature Graphics is properly licensed to do presort business.

Quality Control Process:

Information Services:

- *Verify that the number of records received equals the count expected by the customer. If not, reconcile with the customer.
- *Following address standardization and CASS certification, verify that the sum of the encoded and non-encoded records equals the established count.
- *Check that the quantities on Postal Qualification Reports, when totaled equal the established count. Likewise, check the quantities on the Postal Permits.
- *Verify the data sent to Mail Production: file size divided by the length of a single record must equal the established count.

Mail Coordination:

- *Coordinate verification of Postnet barcodes with the Post Office
- *Double-check that the quantities on Postal Qualification Reports, when totaled equal the established count. Likewise, check the quantities on the Postal Permits.
- *Check the actual insertion counts, tray counts, and pallet weights against expected amounts.

Mail Production:

- *Check Postnet barcodes at label setup, and at beginning, middle, and end of each run.
- *Scan other barcodes (Codes 2 of 5, 3 of 9, etc) at beginning, middle and end of each run.
- *Use counter on inserting machines to verify counts; report to mail coordination.

Project Manager/Liaison: Larry Wright
Back-up Liaison: Julie Dietmeyer

**LANE COUNTY - OREGON
REQUEST FOR PROPOSAL**

LCP 2003-01

FOR

BALLOT INK JETTING, INSERTING, AND MAIL SERVICES

**LANE COUNTY
MANAGEMENT SERVICES**

**Purchasing Office
3040 Delta Highway
Eugene OR 97408**

541-682-8597

Chuck Wallace, Purchasing Manager

CLOSING DATE: APRIL 22, 2003 AT 2:00 PM

RE: REQUEST FOR PROPOSAL – BALLOT INSERTING AND MAIL SERVICES


Lane County Purchasing announces the solicitation of proposals for Ballot Ink Jetting, Inserting, and Mail Services.

The Request for Proposal is open to any qualified vendor with the knowledge and expertise to provide the requested operations, management services and products. Lane County is an Affirmative Action - Equal Opportunity Employer. Interested minority businesses or joint ventures are encouraged to submit proposals. This letter is not to be construed as a contract or commitment of any kind.

Criteria for submittal of the proposal, time frame and all other pertinent information for the solicitation are encompassed in the attached Request for Proposal. Any technical questions should be in writing and directed to Chuck Wallace, Purchasing Manager, Lane County Purchasing, 3040 Delta Highway, Eugene OR 97408. Procedural questions may be made by telephone 541-682-8597.

Your interest in this program is appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read 'CW', is written over a horizontal line.

Chuck Wallace, Purchasing Manager
Department of Management Services

LANE COUNTY - OREGON

REQUEST FOR PROPOSAL

BALLOT INK JETTING, INSERTING, AND MAIL SERVICES

ITEM	PAGE
LEGAL NOTICE	1
INFORMATION TO PROPOSERS	2
REQUIREMENTS CONTRACT	5
CONTRACT INSURANCE REQUIREMENTS	11
SPECIFICATIONS	12
ATTACHMENTS	Following specifications

LANE COUNTY PURCHASING
3040 Delta Highway, Eugene OR 97408

LANE COUNTY - OREGON
REQUEST FOR PROPOSAL

Notice is hereby given that sealed proposals for Request for Proposals LCP 2003-01 Ballot Ink Jetting, Inserting & Mail Services, shall be received by Chuck Wallace, Purchasing Manager, at Lane County Purchasing, 3040 Delta Highway, Eugene, OR 97408 until the hour of 2:00 PM on APRIL 22, 2003, at which time all proposals received in proper form will be opened and recorded.

The scope of work: Lane County Elections seeks to contract with a qualified agency for the provision of ballot ink jetting, inserting, and mail services for Fiscal Years 2003/04 and 2004/05. Elections is responsible for the conduct of all elections, and meeting all statutory deadlines to mail ballots at specified time lines, meeting state election guidelines for mailing complete ballot material, and meeting postal requirements. Elections may require Vendor services for as many as four scheduled elections annually. Additionally, Elections may require ink jetting, inserting, mailing services for unscheduled elections such as recalls. The number of ballots processed could be as high as 210,000 or as low as 1,000. The Vendor shall provide ink jetting, inserting, and mailing services as outlined in this document.

Request for Proposal documents may be obtained at Lane County Purchasing, 3040 Delta Highway, Eugene OR 97408. The outside of the sealed proposal envelope shall be clearly marked with the Proposer's Name, Address, Request for Proposal Name and Number, and the Opening Date. Each proposal must be submitted in the requested format and contain a statement as to whether the Proposer is a resident Proposer, as defined in ORS 279.029. The contract is not for a public work and not subject to ORS 279.348 to 279.380 or the Davis-Bacon Act (40 U.S.C. 276a).

Lane County may reject any proposal not in compliance with all prescribed public contracting procedures and requirements and may, for good cause, reject any and all proposals upon a finding of the County that it is in the public interest to do so. All Proposers are required to comply with the provisions of ORS 279 and the applicable provisions of the Equal Opportunity Act of 1972 and the Civil Rights Act of 1964, as amended.

CHUCK WALLACE
Purchasing Manager

INFORMATION TO PROPOSERS

Proposals

1. Proposals will be accepted until 2:00 PM on APRIL 22, 2003.
2. One original and five complete copies of responses to the attached Request for Proposal (RFP) should be delivered to:

Lane County Purchasing
Attn: Chuck Wallace, Purchasing Manager
3040 Delta Highway
Eugene, Oregon 97408

where all proposals received in proper form will be opened and recorded.

3. The evaluation and interview committee will consist of

Annette Newingham, Chief Deputy County Clerk
Roxann Marshall, Elections Supervisor
Marle Hoehne, Records Supervisor
4. An evaluation of the proposal will be used as the basis for the agreement. In reviewing proposals, the following weights will be placed on:
 - a) EXPERIENCE AND DEMONSTRATED ABILITY 125 points
 - b) TOTAL COST TO COUNTY 125 points
 - c) ORGANZATIONAL CHART 25 points
 - d) REFERENCES 25 points
 - e) CULTURAL COMPETENCY 25 points

The recommended firm may be determined at this point in the evaluation process. If not, the highest ranked group (not to exceed three) of Proposers may be invited to participate in an interview with an additional fifty points weight applied.

The selection, if a satisfactory response is found, shall then result in a recommendation for award to the Board of Commissioners. All respondents will be notified of the selection in writing. The Ballot Ink Jetting, Inserting, and Mail Services agreement is expected to be awarded in May 2003.

OPPORTUNITY TO COMMENT

Proposers may comment on, question or protest any of the specifications which they feel may limit competition. Comments, questions and protests regarding the specifications or the process must be made in writing and received by the Purchasing Manager at least ten (10) calendar days before the proposal closing date. All responses to such comments, questions or protests will be made in writing and will be sent to all holders of the Request for Proposal documents.

EVALUATION OF PROPOSALS

Proposers should be aware that the findings of County staff will result in a recommendation for the award of a contract. The final decision of actual award of a contract rests with the Board of County Commissioners or its authorized representative.

In evaluating the proposals and selecting a contractor, Lane County reserves the following rights:

- a. To reject any and all proposals;
- b. To issue subsequent Requests for Proposals, if desired;
- c. Not to award a contract for the requested services;
- d. To waive any irregularities or informalities in any proposal;
- e. To accept that proposal which Lane County deems to be the most beneficial to the public and Lane County;
- f. To negotiate with any offerer to further amend, modify, refine or delineate its proposal; and
- g. To negotiate and accept, without re-advertising the Request for Proposal, the proposal or any other offerer in the event that a contract cannot be successfully negotiated with the selected offerer.

RIGHT OF APPEAL

Anyone responding to this Request for Proposal who is not recommended for award by the evaluation committee may appeal the recommendation to the decision maker, either the Board of County Commissioners or County Administrator, in accordance with Lane Manual 21.107(9).

- a. Any appeal must be made in writing, be received before the contract is awarded by the decision maker, clearly state the grounds for the appeal, and indicate what condition(s) resulted in the proposal not being recommended for award. Any appeal which does not comply with the applicable procedures may be rejected.
- b. Any appeal must be received by the department which issued the Request for Proposal not later than seven (7) calendar days after notice of the evaluation committee's decision was mailed. Upon receipt of the appeal, the department shall notify the evaluation committee, and the Proposer recommended for award, of the appeal. The Proposer and committee shall have three (3) calendar days from the date the appeal was filed to respond to the appeal in writing, if they so desire.
- c. When an appeal is filed, the department responsible for preparing the Request for Proposal shall prepare a written analysis of the appeal, and make a recommendation to the Board as to appropriate action to be taken.
- d. The grounds for appeal are:
 1. Differing criteria were used to evaluate different proposals;
 2. The evaluation committee unfairly applied the evaluation criteria to a proposal;
 3. A member or members of the evaluation committee had a relationship with a responder to the Request for Proposal that represented a conflict of interest;
 4. The criteria used to evaluate the proposals did not pertain to the services or products requested; or
 5. A member or members of the evaluation committee demonstrated bias toward a proposal or responder.
- e. If the decision-maker is the Board of County Commissioners, the department which issued the Request for Proposal shall present the issues. The appellant shall then have ten (10) minutes to specifically address the appeal criteria, and the evaluation committee and the recommended Proposer shall have ten (10) minutes to respond, divided between them as they wish. If the decision maker is the County Administrator, the decision shall be made on the written record.

- f. The decision-maker shall carefully evaluate any appeal before rendering a decision and shall state the conclusions reached and reasons either in writing or on the record in a public meeting. Any decision to overturn the recommendation shall be based on a finding that one of the criteria of Lane Manual 21.107(9)(d) occurred to the substantial prejudice of the appellant.
- g. The appeal procedures and limits set forth herein to be followed by the County are directory and not mandatory, and failure to follow or complete the action in the manner provided shall not invalidate the decision.

PROTEST OF AWARD

Any protest of award must be made in accordance with Lane Manual 21.107(11).

Lane Manual 21.107(11): Protest of Award. See LM 21.105(11). References to "bid documents" includes "request for proposal documents" and references to "bid" include "proposal."

Lane Manual 21.105(11): Protest of Award. All protests of award must be filed within seven (7) days of the notice of award. Protests of award shall be handled by the County Administrator or his or her designee in conformity with OAR 137-30-104. The County Administrator or his or her designee has the authority to reject all proposals, and authority to revise the award of contract in order to correct any errors made in the original award, so that the contract is awarded to the proposer legally entitled to receive an award pursuant to public contract law and regulations and the criteria stated in the proposal documents. A copy of the decision shall be promptly delivered to the Board. The decision shall be final seven days after it is delivered to the Board, unless within that time the Board elects to review the matter. Thereafter, within a reasonable time period, a complete copy of the written record shall be delivered to the Board. The Board shall conduct its review on the basis of the written record before it, and shall issue its decision by Board Order. The Board may affirm, reverse or revise the decision of the County Administrator or his or her designee. Upon adoption of the order, the decision will be final.

LANE COUNTY

REQUIREMENTS CONTRACT No.
PLEASE PUT THIS NUMBER ON ALL INVOICES

In consideration of the covenants set forth below,

_____, hereinafter referred to as CONTRACTOR, and Lane County, a political subdivision of the State of Oregon, acting by and through its Board of County Commissioners, hereinafter referred to as COUNTY, mutually contract as follows:

1. CONTRACTOR agrees and covenants that s/he will provide Ballot Ink Jetting, Inserting, and Mail Services on an as needed basis, as per the attached specifications, proposal and Request for Proposals attached hereto and incorporated herein in full, as stated in the bid proposal, in accordance with the attached specifications identified as LCP 2003-01. All of the attached specifications together with CONTRACTOR'S proposal and this contract constitute the contract documents.
2. The applicable provisions of Lane Manual 21.130 setting forth standard provisions for public contracts are incorporated by reference as if fully set forth herein.
3. Contract period shall be July 1, 2003 to June 30, 2005.
4. Payments will be duly processed following receipt of invoice. Payment shall normally be made within thirty (30) days of receipt of the invoice.
5. CONTRACTOR shall not permit any lien or claim to be filed or prosecuted against COUNTY in connection with this contract and agrees to assume responsibility should such lien or claim be filed.
6. CONTRACTOR is an independent contractor and shall be responsible for any and all taxes or Workers' Compensation payments due as a result of this contract. Any subcontractor hired by CONTRACTOR shall be similarly responsible.
7. The contract may be cancelled at the election of either party upon sixty (60) days written notice to the other party or upon willful failure or refusal of the CONTRACTOR to perform according to the terms of the contract.
8. CONTRACTOR agrees to indemnify, defend and hold COUNTY, its Commissioners, agents, officers and employees harmless from all damages, losses and expenses including but not limited to attorney fees and to defend all claims, proceedings, lawsuits and judgements arising out of or resulting from the CONTRACTOR'S performance of or failure to perform this contract.
9. CONTRACTOR is not currently employed by COUNTY and will not be under direct control of COUNTY.

10. If this payment is to be charged against Federal funds, CONTRACTOR certifies that s/he is not currently employed by the Federal government and the amount charged does not exceed the normal charge for the type of service provided.
11. Modifications or amendments to this contract shall be effective only if in writing and executed by both parties.

IN WITNESS WHEREOF, the parties have executed this contract on this

21 day of April, 2003.

CONTRACTOR

LANE COUNTY, OREGON

Signature Graphics
Company name

By: _____
County Administrator

Date: _____

Signature

Marty Fobg
Print or type name

93-0865434
Social Sec. or Business I.D. No.

Date: 4/21/03

LANE MANUAL 21.130 STANDARD CONTRACT PROVISIONS (Rev 01/01/99) The following standard public contract clauses shall be included expressly or by reference where appropriate in every contract of the County.

- (1) Contractor shall make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in the contract, and shall be responsible for payment to such persons supplying labor or material to any subcontractor.
- (2) Contractor shall pay promptly all contributions or amounts due to the State Industrial Accident Fund and the State Unemployment Compensation Fund from contractor or any subcontractor in connection with the performance of the contract.
- (3) Contractor shall not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished, shall assume responsibility for satisfaction of any lien so filed or prosecuted and shall defend against, indemnify and hold County harmless from any such lien or claim.
- 4) Contractor and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- (5) If contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the contractor or its surety from the obligation with respect to any unpaid claim. If the County is unable to determine the validity of any claim for labor or services furnished, the County may withhold from any current payment due contractor an amount equal to said claim until its validity is determined, and the claim, if valid, is paid by the contractor or the County. There shall be no final acceptance of the work under the contract until all such claims have been resolved.
- (6) Contractor shall make payment promptly, as due, to any person, copartnership, association or corporation furnishing medical, surgical, hospital or other needed care and attention, incident to sickness or injury, to the employees of contractor, of all sums which the contractor agreed to pay or collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing payment for such service.
- (7) For all public contracts, with certain exceptions listed below, contractor shall not require or permit any person to work more than 10 hours in any one day, or 40 hours in any one week except in case of necessity, emergency, or where public policy absolutely requires it, and in such cases the person shall be paid at least time and a half for:
 - (a) All overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday, or
 - (b) All overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday, and
 - (c) All work performed on the days specified in ORS 279.334.

For personal/professional service contracts as defined in ORS 279.051, instead of (a) and (b) above, a laborer shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Sections 201 to 209, from receiving overtime.

Contractor shall follow all other exceptions, pursuant to ORS 279.316 and ORS 279.334, including contracts for public improvements involving a collective bargaining agreement, contracts for services, and contracts for fire prevention or suppression.

Contractor must give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

(8) The hourly rate of wage to be paid by any contractor or subcontractor to workers upon all public works shall be not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279.348 to 279.365.

(9) The contractor, its subcontractors, if any, and all employers working under the contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

(10) Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to those dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. A list of entities who have enacted such laws or regulations is found in the Oregon Attorney General's Model Public Contract Rules Manual. If new or amended statutes, ordinances, or regulations are adopted, or the contractor encounters a condition not referred to in the bid document not caused by the contractor and not discoverable by reasonable site inspection which requires compliance with federal, state, or local laws or regulations dealing with the prevention of environmental pollution or the preservation of natural resources, both the County and the contractor shall have all the rights and obligations specified in ORS 279.318 to handle the situation.

(11) The contract may be canceled at the election of County for any substantial breach, willful failure or refusal on the part of contractor to faithfully perform the contract according to its terms. The County may terminate the contract by written order or upon request of the contractor, if the work cannot be completed for reasons beyond the control of either the contractor or the County, or for any reason considered to be in the public interest other than a labor dispute, or by reason of any third party judicial proceeding relating to the work other than one filed in regards to a labor dispute, and when circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work. In either case, if the work is suspended but the contract not terminated, the contractor is entitled to a reasonable time extension, costs and overhead per ORS 279.328. Unless otherwise stated in the contract, if the contract is terminated, the contractor shall be paid per ORS 279.330.

(12) If the County does not appropriate funds for the next succeeding fiscal year to continue payments otherwise required by the contract, the contract will terminate at the end of the last fiscal year for which payments have been appropriated. The County will notify the contractor of such non-appropriation not later than 30 days before the beginning of the year within which funds are not appropriated. Upon termination pursuant to this clause, the County shall have no further obligation to the contractor for payments beyond the termination date. This provision does not permit the County to terminate the contract in order to provide similar services or goods from a different contractor.

(13) By execution of this contract, contractor certifies, under penalty of perjury that:

- (a) To the best of contractor's knowledge, contractor is not in violation of any tax laws described in ORS 305.380(4), and
 - (b) Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.
- (14) Contractor agrees to prefer goods or services that have been manufactured or produced in this State if price, fitness, availability or quality are otherwise equal.
- (15) Contractor agrees to not assign this contract or any payments due hereunder without the proposed assignee being first approved and accepted in writing by County.
- (16) Contractor agrees to make all provisions of the contract with the County applicable to any subcontractor performing work under the contract.
- (17) The County will not be responsible for any losses or unanticipated costs suffered by contractor as a result of the contractor's failure to obtain full information in advance in regard to all conditions pertaining to the work.
- (18) All modifications and amendments to the contract shall be effective only if in writing and executed by both parties.
- (19) The contractor certifies he or she has all necessary licenses, permits, or certificates of registration (including Construction Contractors Board registration or Landscape Contractors Board license, if applicable), necessary to perform the contract and further certifies that all subcontractors shall likewise have all necessary licenses, permits or certificates before performing any work. The failure of contractor to have or maintain such licenses, permits, or certificates is grounds for rejection of a bid or immediate termination of the contract.
- (20) Unless otherwise provided, data which originates from this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the County. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights. Data which is delivered under the contract, but which does not originate therefrom shall be transferred to the County with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided that such license shall be limited to the extent which the contractor has a right to grant such a license. The contractor shall exert all reasonable effort to advise the County, at the time of delivery of data furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. The County shall receive prompt written notice of each notice or claim of copyright infringement received by the contractor with respect to any data delivered under this contract. The County shall have the right to modify or remove any restrictive markings placed upon the data by the contractor.
- (21) If as a result of this contract, the contractor produces a report, paper, publication, brochure, pamphlet or other document on paper which uses more than a total 500 pages of 8 1/2" by 11" paper, the contractor shall conform to the Lane County Recycled Paper Procurement and Use policy, LM 2.440 to 2.448, by using recycled paper with at least 25% post-consumer content which meets printing specifications and availability requirements.
- (22) The Standard Specifications for Highway Construction adopted by the State of Oregon, and the Manual on Uniform Traffic Control Devices, each as is currently in effect, shall be applicable to all road construction projects except as modified by the bid documents.

INSURANCE COVERAGES REQUIRED

Contractor shall not commence any work until Contractor obtains, at Contractor's own expense, all required insurance as specified below. Such insurance must have the approval of Lane County as to limits, form and amount. The types of insurance Contractor is required to obtain or maintain for the full period of the contract will be:

- X **COMMERCIAL GENERAL LIABILITY** insurance covering personal injury, bodily injury and property damage with limits as specified below. The insurance shall include:

COVERAGES

LIMITS

- | | |
|---|--|
| <input type="checkbox"/> Explosion & Collapse | <input checked="" type="checkbox"/> \$1 million per occurrence |
| <input type="checkbox"/> Underground Hazard | <input type="checkbox"/> Limits of the Oregon Tort |
| <input checked="" type="checkbox"/> Products/Completed Operations | Claims Act (ORS 30.370), |
| <input checked="" type="checkbox"/> Contractual Liability | limits presently at \$500,000 |
| <input type="checkbox"/> Broad Form Property Damage | per occurrence |
| <input type="checkbox"/> Owners' & Contractors' Protective | <input type="checkbox"/> Other |

FORM All policies must be of the occurrence form with combined single limit for bodily injury and property damage. Any deviation from this must be reviewed by the Risk Manager. All claims-made forms must have the prior approval of Risk Manager. Submit a complete copy of claims-made policies and endorsements with the certificate of insurance.

- X **AUTOMOBILE LIABILITY** insurance comprehensive form with limits as specified below. The coverage shall include owned, hired and non-owned automobiles.

LIMITS

- ☒ \$1 million per occurrence
- ☐ Not less than the limits of the Oregon Tort Claims Act (ORS 30.270) presently at \$500,000 per occurrence ☐ Other

- X **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY** as statutorily required for persons performing work under this contract. Any subcontractor hired by Contractor shall also carry Workers' Compensation and Employers' Liability coverage.

EMPLOYERS LIABILITY ☒ Limits of \$500,000.

☐ **BUILDER'S RISK** insurance special form. Limits to be the value of the contract or \$_____.

☐ **FIDELITY BOND** covering the activities of any person, named or unnamed, responsible for collection and expenditures of funds. Limit \$_____ per employee.

Any questions concerning insurance and indemnity should be directed to Lane County Risk Management 541-682-4569.

SPECIFICATIONS
FOR
BALLOT INK JETTING, INSERTING, AND MAIL SERVICES
LANE COUNTY PURCHASING

BALLOT INK JETTING, INSERTING, AND MAIL SERVICES

A. GENERAL INFORMATION

Lane County, through Management Services, Division of Chief Deputy County Clerk, Elections Office (ELECTIONS), seeks to contract with a qualified agency for the provision of ballot ink jetting, inserting, and mail services for Fiscal Years 2003/04 and 2004/05. (See projected election schedule - Attachment A)

B. SCOPE OF PROJECT

ELECTIONS seeks to contract with a qualified agency for the provision of ballot ink jetting, inserting, and mail services for Fiscal Years 2003/04 and 2004/05. ELECTIONS is responsible for all the conduct of all elections, and meeting all statutory deadlines to mail ballots at specified time lines, meeting state election guidelines for mailing complete ballot material, and meeting postal requirements. ELECTIONS may require VENDOR services for as many as four scheduled elections annually. Additionally, ELECTIONS may require ink jetting, inserting, mailing services for unscheduled elections such as recalls. The number of ballots processed could be as high as 210,000 or as low as 1,000. The VENDOR shall provide ink jetting, inserting, and mailing services as outlined in this document.

C. FEES FOR SERVICE

1. Payment will be made on a per-mailing basis and in accordance with all of the provisions per the attached specifications, proposal and Request for Proposals attached hereto and incorporated herein in full.
2. Payment will be made after satisfactory performance of the contractual services, in accordance with all of the provisions, and upon receipt of a properly completed invoice.

D. NONPERFORMANCE

In the event of nonperformance under the resulting contract, the County shall have the right to obtain from other sources such services and/or products 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. For purposes of this section, nonperformance shall be defined as failure to appear and perform work and/or deliver goods as specified and scheduled.

E. ADDITIONAL CHARGES

Any additional charges for alterations, quantity or specification changes, for any services or materials not covered in the county's request for quote must be itemized in writing by the vendor and approved by the Elections' Supervisor with whom the project is being coordinated.

F. TURN AROUND TIME

Vendor must be able to meet County's inkjetting/inserting scheduling requirements.

G. ADDITIONS/DELETIONS

The County reserves the right to add similar items/services or delete similar items/services in the contract as requirements change during the period of the contract. Prices for items/services to be added to the contract will be mutually agreed to by Lane County and the Vendor.

H. TERM

This proposal is for a two year contract.

I. COST TO COUNTY

VENDOR agrees that the quoted prices in Attachment C will remain the same for the duration of the agreement.

J. LIABILITY

1. Ink Jetting Error: If an error or portion of an election is invalidated due to an error or omission in the process of ink jetting by the vendor, the vendor will bear the cost or the price to redo the portion in error by the vendor.
2. Inserting Error: If an election or portion of an election is invalidated due to an error or omission by the vendor, the vendor will bear the full cost to redo the portion in error.
3. Meeting Postal Requirements to submit the entire mailing to the US Postal Service by the Mailing Deadline: If an election or portion of an election is invalidated due to a mailing error or mailing omission by the vendor, the cost of a new election or portion thereof will be the responsibility of the vendor, whichever is less.

4. Error Omission by Lane County Elections: If an election or portion of an election is invalidated due to an error or omission by Lane County, the cost of a new election or portion thereof will be the responsibility of Lane County.
5. Natural Disaster: Due to the time sensitive nature of election responsibilities, time is of the essence for performance under this agreement. Neither party shall be responsible to the other for failure to perform to the extent that such failure is caused by acts beyond that party's control, such as acts of God or the enemy, strikes, riots, wars, earthquakes. However, the parties shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of the obligations under this agreement. A party unable to perform under this provision shall immediately notify the other party.

K. OTHER REQUIREMENTS

1. None of the services listed in this agreement may be subcontracted to another vendor without written authorization from Lane County Elections.
2. A security agreement must be signed prior to each election by all vendor staff involved in the processing of ballots.

L. PROCESSES AND RESPONSIBILITIES

PRE-INK JETTING/INSERTING

1. A critical dates calendar to vendor within thirty days of mailing of ballots. Calendar will include approximate number of ballots and approximate number of variations, as well as designated mail delivery date to Eugene Post Office.
2. Deliver ballot material to the vendor for processing approximately eight calendar days before ballots must be delivered to the post office for mailing. Delivery time may vary depending on the size and number of variations for each specific election.
3. Furnish the following:
 - a. Data posted to FTP site for vendor to access.
 - b. Window envelopes #11.
 - c. Return envelopes #10.
 - d. Secrecy envelopes #9.
 - e. Ballot punch cards.
 - f. Voter's pamphlets, if applicable OR other required insert.
 - g. Ballot pages or ballot booklets (pre-folded).

ELECTIONS personnel will be on-site at all times during ballot insertion processing for quality control of inserted ballots.

VENDOR to conduct an organizational meeting to be arranged and held between elections staff and vendor personnel assigned to this project as required by Lane County Elections or the vendor.

INK JETTING/ADDRESSING PROCESS

VENDOR will be responsible for:

1. Sorting voter registration by ballot type from the data transmittal to an FTP site. (Will need to sort by specific party codes for primary election, and ballot type.)
2. Ink jetting: voter name, address, zip+4, and 3 of 9 barcode (voter registration AV ID number) on #10 Return Envelopes, and must include the additional fields of information (such as voter ID number, precinct number, election date, a party code on a Primary Election, and ballot style, specifics to be provided for each election) in a location determined by Lane County Elections.
3. Must be able to print consecutive lines of voter name and address on return envelope removing any blank lines between each line of information if any.
4. Must be able to print residence address in blank space between Voter's Statement and signature line on #10 Return Envelopes.
5. Must be able to print 5 digit zip code, suppressing any +4 (0000) information included on the voter registration file.
6. Alignment must assure visibility of all required information when inserted in the #11 window envelopes.
7. Complete ink jet address must be OCR readable (sample ink jet addressed envelope must be pre-approved by Lane County Elections).
8. Must match quantities ink jetted by ballot style number against a report of quantities received from tape write-off. Discrepancies in quantities must be tracked and all amounts reconciled.
9. Provide a report to Lane County Elections at conclusion of ink jetting process confirming ink jetted totals to tape write-off reports match.

10. Must ink jet 11 digit post net barcode on #10 Return Envelopes ensuring they show through the #11 Window Envelope meeting Post Office Standards, or directly on #11 Window Envelopes for qualifying pieces.
11. Must be able to inkjet bolded, 18 point font size, 6-9 digit, alpha/numeric precinct number to the far right side of the Voter's Statement on the #10 return envelope.
12. A full-time Elections staff person may be present for this process.
13. Must be able to schedule inkjetting on the Friday before scheduled inserting.

INSERTING PROCESS

ELECTIONS may:

Conduct audits of inserted ballot throughout the inserting process.

VENDOR may:

Hand insert ballots for those ballot styles with 50 or less in quantity (same ballot style and ballot i.d. punch card number).

VENDOR *may* be required to:

1. Provide a locked storage area, approved by Lane County Elections, which will be used for the storage of ballots during on-site processing.
2. Fold ballot punch cards at perforation, with ballot i.d. number showing on the outside. Ballot punch cards may be provided to the vendor already pre-folded.

VENDOR required to:

1. Be able to schedule inserting 3rd week before election, with consecutive days, excluding weekends, holidays and evening hours, allowing one unscheduled day between completion and date to deliver ballots to post office.
2. Match up the appropriate ballot style (ballot pages) and ballot i.d. number (punch card) with the ink jetted return identification envelopes. (The ballot style # and ballot i.d. # are the SAME number.) Match ballot pages and punch cards by party affiliation color for the May Primary elections held in even numbered years.
3. Insert the following 3 to 5 pieces in the window #11 envelope:

- a. One #10 Return Envelope, labeled with required ink jet information.
 - b. One #9 secrecy envelope.
 - c. One ballot card (3 1/4" x 8 2").
 - d. Pre-folded ballot page(s) or booklet(s).
 - e. Voter's pamphlet, if applicable OR other required insert.
4. Utilize a special mailing envelope for ballot measures which contain a tax increase. The vendor would be required to utilize this envelope *for only those districts with a tax increase*, at an all mail election only, and at the direction of Lane County Elections. A specific ballot style would be assigned to those districts and consequently would require the special envelope. In a full countywide election, not all districts would necessarily have the special envelope.
 5. Ensure that the name and address appears in the window envelope and meet all postal mailing requirements.
 6. Ballots being kept in an exact order based on ballot style number.
 7. Prepare area and provide staff for hand-inserting those ballot styles with 50 or less in quantity (same ballot style and ballot i.d. punch card number). Prior to arrival of County staff, area should be prepared with inkjetted #10 return identification envelopes that fall into this category, corresponding ballot pages/booklets and punch cards. The area should be stocked with a sufficient number of #9 secrecy envelopes and voter's pamphlets, if applicable, or other required inserts to complete the number of hand-inserted ballots.
 8. Seal and zip sort #11 mail envelopes.
 9. Return all damaged items to Lane County Elections or reviewed by the onsite elections staff person prior to destroying. (The onsite elections staff person has the authority to dispose of damaged materials without returning them to elections headquarters based on specific items damaged and following election procedures.)

STAGING/MAILING PROCESS

ELECTIONS **may** provide a staff person to assist in handling any mailing problems associated with the staging process.

ELECTIONS **will not** provide staff to do the staging process.

VENDOR responsible for:

1. Obtaining the following:

- a. General purpose carriers (GPC's) or appropriate mail pallets.
 - b. Card board or corrugated plastic letter size mailing trays and sleeves.
2. Providing a work area for vendor personnel to stage and merge the mail envelopes.
3. Providing personnel to sort completed inserted ballot envelopes by zip code for preparation of mailing.
4. Postal verification forms prepared utilizing Lane County Election's mailing permit number (non-profit status).
5. Prepare all required mailing forms for third class mailing classifications (five digit zip code).
6. Software for post net barcodes must be current CASS Certified.
7. Must address standardize.
8. Forward any ballots containing an out-of-country or out-of-state address to Lane County Elections, no later than completion of the inserting process.
9. Provide copies of any rejected ballots for inadequate addresses to Lane County Elections at the time of mailing.

DELIVERY TO THE POST OFFICE

ELECTIONS may provide a staff person to accompany each truck while in transit to the Post Office.

VENDOR responsible for:

1. Delivering all inserted ballots at 11:00am on the agreed upon delivery date to the Eugene Post Office (bulk mailing unit). All ballots must be delivered at the same time to the post office.
2. Delivery made in the manner and form agreed upon by the Post Office.
3. Upon delivery of ballots to the bulk mailing unit, providing an employee with adequate responsibility to respond to postal office inquiries to manage the delivery of the mail ballots and deliver the required mailing forms. This representative of the vendor to handle any problems with the delivery process.

4. Provide proof of current CASS Certification to the Post Office at the time of delivery of the ballots for mailing.
5. Delivery of all unused ballot supplies to Lane County Elections on same day ballots delivered to bulk mail unit.
6. Provide a faxed copy of what was submitted to the Post Office to Lane County Elections (the estimated cost) within one day of delivery to the Post Office. The final copy of all mailing forms to be provided to Lane County Elections upon receipt by the Post Office.

POST MAILING REQUIREMENTS

1. Vendor shall invoice the County following each mailing for services used. Vendor shall submit itemized invoices identifying items billed. Invoices should be directed to Lane County Elections, 135 E. 6th Avenue, Eugene, Oregon 97401.
2. Price per thousand charges shall include all other ancillary charges such as storage of envelopes, pick up and delivery, and start-up costs. Any costs not clearly defined in the proposal will not be paid by the County.

M. GUIDELINES FOR SUBMITTAL OF PROPOSAL

REQUIREMENTS OF PROPOSAL CONTENT.

Proposal shall be presented by VENDOR in the below listed format. Vendors shall submit original proposal and five (5) copies of complete proposal, including all documentation. Any deviation from the format may result in the review committee being unable to locate specific information, which could result in a subsequent loss of points. (Evaluation Matrix - See Attachments B & C)

DOCUMENTATION SPECIFICATIONS (325 possible points)

VENDOR SHALL COMPLETE AND RETURN ATTACHMENTS B THROUGH F.

**1. ATTACHMENT B: VENDOR QUESTIONNAIRE
DEMONSTRATED ABILITY**

Elections to provide vendor sample data at designated FTP site on Internet with sample file, with sample supplies to test insert. VENDOR to provide Lane County with a sample of a minimum of 10 ink jetted #10 envelopes, meeting the requirements as provided in this proposal. (Points included in Attachment B worksheet. To qualify for any points, vendor must be able to demonstrate ability to perform required processes.)

125 points possible

2. ATTACHMENT C: COST / TIME WORKSHEET
125 points possible

3. ATTACHMENT D: ORGANIZATIONAL CHART

Identify main point of contact with VENDOR for ELECTIONS, including contact name, title, and length of time with VENDOR. Provide organization chart showing names and titles of key staff personal responsible for the key processes required, and their length of employment with the VENDOR.

25 points possible

4. ATTACHMENT E: REFERENCES

Proposers shall submit a list of FOUR references, including contact names and phone numbers, of customers that your firm has provided similar products and services to. The County reserves the right to investigate references and the past performance of any proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment of employees and workers.

25 points possible

5. CULTURAL COMPETENCY
(25 points possible)

Lane County is fully committed to equal opportunity & diversity. To make this happen and to insure that businesses owned by minorities, women, and persons with disabilities, emerging small businesses, and other disadvantaged business enterprises are provided with full and equal opportunity in gaining access to all County public contracting opportunities, the County expects its contractors to maintain high marks in their Cultural Competency.

Cultural Competency is defined as having developed the behaviors, attitudes and policies that will enable the organization and its employees to deliver services in ways that will meet the wants and needs of diverse groups.

- a. Describe the goals and policies of your firm relating to diversity.
- b. How does this impact your operations, and how will it be reflected in your operational plans.

6. **Interview (*if conducted*).**
50 points possible

7 **ATTACHMENT F: VENDOR PROPOSAL**
Must be Signed and Notarized

PROJECTED SCHEDULED ELECTIONS**ATTACHMENT A**

SCHD ELEC	TYPE	SIZE	TYPE
Sept 2003	Special Election	Will Vary	Measure
Nov 2003	Special Election	Will Vary	Measure
Mar 2004	Special Election	Will Vary	Measure
May 2004	Primary Election	Countywide	Candidate/Measure
Sept 2004	Special Election	Will Vary	Measure
Nov 2004	General Election	Countywide	Candidate/Measure
Mar 2005	Special Election	Will Vary	Measure
May 2005	Special Election	Countywide	Candidate/Measure

Notes:

1. Legislation can change the dates and types of elections conducted.
2. Dates, sizes and types of elections are all subject to change.
3. The elections with measures only will use stubless ballots.
4. The elections with candidates will use long stub ballots which may require folding by vendor.
5. The primary elections will require 3 to 5 different colored long-stub punch card ballots for the different party affiliations.

PRE-INK JETTING/INSERTING

1. As vendor, we will be able to arrange and hold an organizational meeting between elections staff and vendor assigned personnel prior to each county-wide election, or as required by Lane County Elections or the vendor.
☒ YES
☐ NO
2. As vendor, we will be able to schedule the inkjetting by the Friday before the beginning of the inserting.
☒ YES
☐ NO

INK JETTING/ADDRESSING PROCESS

1. As vendor, we will be able to sort voter registration by ballot type from the data transmittal by Internet to an FTP site by Lane County Elections. (Will need to sort by specific party codes for primary election, and ballot type.)
☒ YES
If YES, * must attach 10 samples of #10 Return Envelope with ink jet information from data provided.
☐ NO, unable to perform.
If NO, comments:
Samples scanned & sufficient
2. As vendor, we will be able to ink jet: voter name, address, zip+4, and 3 of 9 barcode (voter registration AV ID number) on #10 Return Envelopes, and must include the additional fields of information (such as voter ID number, precinct number, election date, party code on a Primary Election, and ballot style, specifics to be provided for each election) in a location determined by Lane County Elections.
☒ YES
If YES, *
☐ NO, unable to perform.
If NO, comments:

3. As vendor, we will be able to print consecutive lines of voter name and address on return envelope removing any blank lines between each line of information if any.

☒ YES

If YES, *

☐ NO, unable to perform.

If NO, comments:

4. As vendor, we will be able to print 5 digit zip code, suppressing any +4 (0000) information included on the voter registration file.

☒ YES

If YES, *

☐ NO, unable to perform.

If NO, comments:

5. As vendor, we will be able to print residence address in blank space between Voter's Statement and signature line on #10 Return Envelopes.

☒ YES

If YES, *

☐ NO, unable to perform.

If NO, comments: _____

6. As vendor, we will be able to ensure proper alignment of all required information to view through the #11 window envelopes.

☒ YES

If YES, *

☐ NO

NO, unable to perform.

If NO, comments:

7. As vendor, we will be able to match quantities ink jetted by ballot style number against a report of quantities received from tape write-off. As vendor, we can track discrepancies in quantities and reconcile amounts.

☒ YES

NO, unable to perform.

If NO, comments:

8. As vendor, we will be able to ink jet 11 digit post net barcode on #10 Return Envelopes ensuring they show through the #11 Window Envelope meeting Post Office Standards, or directly on #11 Window Envelopes for qualifying pieces.

☒ YES

Please indicate if would ink jet on #10 or #11 envelope

☒ #10

☒ #11

☐ NO, unable to perform.

If NO, comments:

9. As vendor, we will be able to inkjet the 6-9 digit, alpha/numeric precinct number the far right side of the Voter's Statements, on the #10 Return Envelope. Minimum bolded 18 point font.

☒ YES

If YES, *

☐ NO, unable to perform.

If NO, comments: _____

INSERTING PROCESS

1. Vendor will be able to provide a locked storage area, approved by Lane County Elections, which will be used for the storage of ballots during on-site processing, if so requested.

☒ YES

If YES, is there an extra charge for this service?

☐ YES (if marked, complete cost breakdown on cost worksheet, Attachment C)

☒ NO (there is no additional charge for this service)

☐ NO, cannot provide locked storage.

If NO, comments:

2. Vendor will be able to fold ballot punch cards at perforation, with ballot i.d. number showing on the outside, if so requested.

☒ YES, (If marked, complete cost breakdown on cost worksheet, Attachment C)

☒ Folding is performed using a folding machine.

☐ Folding is performed manually (no folding machine)

of hours to fold 200,000 punch card ballots *Approx. 22 hrs.*

☐ NO, unable to perform.

If NO, comments: _____

3. Vendor will assign personnel to match up the appropriate ballot style (ballot pages) and ballot i.d. number (punch card) with the ink jetted return identification envelopes. (The ballot style # and ballot i.d. # are the SAME number.) Vendor will match ballot pages and punch cards by party affiliation color for the May Presidential Primary and May Biennial Primary elections held in even numbered years. Vendor will stage the ballot style matching of ballot pages, punch cards and inkjetted return identification envelopes prior to arrival of County staff, to ensure that actual inserting may begin immediately upon arrival of County staff.

☒ YES

☐ NO, unable to perform.

If NO, comments: _____

4. Vendor has ability to insert up to 5 of the following pieces in the window #11 envelope:

- a. One #10 Return Envelope, labeled with required ink jet information.
- b. One #9 secrecy envelope.
- c. One ballot card (3 1/4" x 8 2").
- d. Prefolded ballot page(s) or booklet(s).
- e. Voter's pamphlet, if applicable OR other required insert.

☒ YES

☐ NO, unable to perform

If NO, comments: _____

5. Vendor will be able to schedule inserting 3rd week prior to election to be completed in 3 days for a countywide election, excluding weekends, holidays and evening hours, with completion 2 days prior to delivery to mail house.

☒ YES

☐ NO, unable to perform

If NO, comments:

STAGING/MAILING PROCESS

1. Vendor will schedule adequate number of personnel to sort completed inserted ballot envelopes by zip code for vendor preparation of mailing.

☒ YES

☐ NO, unable to perform

If NO, comments:

2. Vendor will maintain current CASS Certified Software for post net barcodes.

☒ YES

☐ NO, unable to perform

If NO, comments:

3. Vendor will address standardize.

☒ YES

☐ NO, unable to perform

If NO, comments:

4. Vendor will forward any ballots containing an out-of-country or out-of-state address to Lane County Elections, no later than completion of the inserting process.

☒ YES

☐ NO, unable to perform

If NO, comments:

5. Vendor will provide copies of any rejected ballots for inadequate addresses to Lane County Elections at the time of mailing.

☒ YES

☐ NO, unable to perform

If NO, comments:

DELIVERY TO THE POST OFFICE

1. Vendor will deliver all inserted ballots at 11:00am on the agreed upon delivery date to the Eugene Post Office (bulk mailing unit), unless delivery arrangements have been established at a pre-election meeting with the Eugene Post Office.

☒ YES

☐ NO, unable to perform

If NO, comments:

2. Vendor will prepare mailing paperwork including Lane County's permit number for delivery to Eugene bulk mailing unit and complete mailing as a non profit organization using a bulk third class permit.

☒ YES

☐ NO, unable to perform

If NO, comments:

3. Vendor will complete delivery made in the manner and form agreed upon by the Post Office.

☒ YES

☐ NO, unable to perform

If NO, comments:

4. Vendor will assign an employee with adequate responsibility to respond to postal office inquiries in submitting the required mailing forms upon delivery of ballots to Eugene Bulk Mailing Unit, with this representative of the vendor to handle any problems with the delivery process.

☒ YES

☐ NO, unable to perform

If NO, comments:

5. Vendor will provide proof of current CASS Certification to the Post Office at the time of delivery of the ballots for mailing.

☒ YES

☐ NO, unable to perform

If NO, comments:

6. Vendor will deliver all unused ballot supplies to Lane County Elections on same day ballots delivered to bulk mail unit.

☒ YES

☐ NO, unable to perform

If NO, comments:

7. Vendor will provide a faxed copy of what was submitted to the Post Office to provide Lane County Elections (the estimated cost) within one day of delivery to the Post Office. The final copy of all mailing forms to be provided to Lane County Elections upon receipt by the Post Office.

☒ YES

☐ NO, unable to perform

If NO, comments:

POST MAILING REQUIREMENTS

1. Vendor will invoice the County following each mailing for services used, submitting itemized invoices identifying items billed, directed to Lane County Elections, 135 E. 6th Avenue, Eugene, Oregon 97401.

☒ YES

☐ NO, unable to perform

If NO, comments:

COST / TIME WORKSHEET**ATTACHMENT C****INJETTING / CASS CERTIFICATION
ADDRESS STANDARDIZATION
POSTNET BARCODES**

Ink jetting of voter registration/election data from data cartridge or data transmittal by Internet to an FTP site by Lane County Elections to a return identification envelope; tape sorted by ballot style and alphabetically within ballot style. Includes address standardization. Exact placement of voter information on envelope with required information. Apply postnet barcode (which includes the zip +4 from the CASS certification) to all ballots according to postal requirements. Include 6-9 digit bolded alpha/numeric precinct number in 18 point font. Print residence address in blank space between Voter's Statement and signature line of #10 Return Envelope. Preparation of mailing paperwork and delivery to post office on designated deadline. (This would include any hand sorting of rejected ballots or any special handling of ballots required for mailing. This would include delivery of unused election material to Lane County Elections.)

Price per 1,000: \$24.00 (This total is to include all processes noted above. If there are charges for the different functions, they need to be submitted here as a total.)

of hours to ink jet 200,000 pieces:

FOLDING OF LONG STUB PUNCH CARDS

Price per 1,000: \$5.25 (Not to be included in price above.)

INSERTING

Inserting of ballots, which includes matching up inserting materials insertion of 4 or 5 items into a window envelope; maintaining an exact order. Full-time election staff person present during this entire process to be able to audit inserted ballots.

Price per 1,000 (hand inserting): \$50.00 (Not to be included in price above.)

Price per 1,000 (machine inserting): \$24.00 (Not to be included in price above.)

Number of hours required to insert 200,000 ballots on 4-station inserter: *62 hrs.*

Number of hours required to insert 200,000 ballots on 5-station inserter: *60 hrs*

If machine inserting:

Number of 4-station inserting machines available at mailing company: *one*

Number of 5-station inserting machines available at mailing company: *five*

Number of consecutive days to complete 200,000 ballots: *3 days*

Number of inserters designated to complete 200,000 ballots: *2 to 4*

SPECIFIED TIME FRAME

Ability to meet required deadline based on projected elections scheduled. VENDOR would have up to, but no more than 5 working days to complete entire process. (Election's full-time staff person must be present for the inserting process, to periodically audit inserted material. There would be the possibility of the election staff working more than an eight hour day if required to meet the deadline, but during day hours. This would need to be coordinated *in advance* with the Election's supervisor.)

- ☒ YES, vendor could perform all tasks in the specified time frame.
 - ☐ NO, vendor unable to perform all tasks in the specified time frame.
- If NO, comments:

VENDOR INFORMATION
(Attach organizational chart)

ATTACHMENT D

VENDOR NAME: Signature Graphics Inc.

ADDRESS: 15040 NE Mason St.

Portland, OR 97230

PHONE NUMBER: (503) 256-5956

FAX NUMBER: (503) 256-3450

E-MAIL: lwright@signature-graphics.com

CONTACT PERSON: Larry Wright

RESPONSIBILITY: Over-all Manager

LENGTH OF EMPLOYMENT: 9 years (22 years in the industry)

CONTACT PERSON: Julie Dtsch

RESPONSIBILITY: Co-Manager

LENGTH OF EMPLOYMENT: 2 years

CONTACT PERSON: Ted Uehling

RESPONSIBILITY: Production Supervisor

LENGTH OF EMPLOYMENT: 6 years (18 years in the industry)

CONTACT PERSON: Theresa Steele

RESPONSIBILITY: IT Manager

LENGTH OF EMPLOYMENT: 3 years

VENDOR REFERENCES

ATTACHMENT E

Proposers shall submit a list of FOUR references, including contact names and phone numbers, of customers that your firm has provided similar products and services to. The County reserves the right to investigate references and the past performance of any proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment of employees and workers.

Our firm has provided services of a similar nature to the below listed firms. Please feel free to contact them to inquire about our services.

1. Name of Organization: Washington County Elections
Length of Time as Customer 4 years
Address: 150 N. 1st Avenue MS 3
Hillsboro, OR 97123

Name of Contact: Ginny Kinsky Telephone: (503) 846-8670

2. Name of Organization: Multnomah Co. Elections
Length of Time as Customer 5 years
Address: 1040 SE Morrison St
Portland, OR 97214

Name of Contact: Mary Shultz Telephone: (503) 248-3720

3. Name of Organization: Deschutes Co. Elections
Length of Time as Customer 4 years
Address: 1346 NW Wall St.
Bend, OR 97701

Name of Contact: Nancy Blankenship Telephone: (541) 388-6544

4. Name of Organization: Clatsop Co. Elections
Length of Time as Customer 5 years
Address: P.O. Box 178
Astoria, OR 97103

Name of Contact: Karen Bechtolt Telephone: (503) 325-8511

PROPOSAL TO LANE COUNTY

ATTACHMENT F

For: BALLOT INK JETTING, INSERTING, AND MAIL SERVICES

The undersigned, as proposer, declares that s/he has carefully examined the Specifications and General Provisions and that proposer agrees, if the proposal is accepted, that proposer will contract with Lane County to furnish the services as specified, in accordance with the proposal offered here.

The proposer may withdraw the proposal at any time prior to the day of the proposal opening. However, all proposals shall be irrevocable for a period of sixty (60) days from the day of the proposal opening.

The proposer hereby certifies that s/he is a resident proposer, as defined in ORS 279.029, of the State of Oregon.

By signing this page proposer hereby certifies that s/he has not discriminated against minority, women, or emerging small business enterprises in obtaining any required subcontracts, and proposer hereby certifies that to the best of proposer's knowledge, s/he is in compliance with all Oregon tax laws described in ORS 305.380(4).

The proposer represents that the proposal is made without connection or agreement to any person, firm or corporation making a proposal for the same services, and is in all respects fair and without collusion.

Signature Graphics
Firm's Name (Print or type name)
15040 NE Mason Street
Address
Portland, OR 97230

[Signature]
Signature
Marty Fable
Print or type name
Production Manager
Title

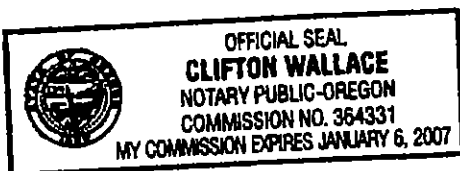
Telephone: (503) 256-5956

Business I.D. No. 93-0865434

Subscribed and sworn to before me this 21st day of April, 20 03.

[Signature] Notary Public for the State of OREGON

My commission expires Jan. 6, 2007



TEST ELECTION DATA TO LANE COUNTY FTP SITE IS:

<ftp://ftp.lanecounty.org/elections/>

The name of the file is: **testblts.zip**

Special Instructions:

File Layout (SEE ATTACHMENT G)

From the testblts file, inject samples of TEN DIFFERENT voters on a #10 envelope.

The address is to go on the left of the envelope since there is a voter statement on the right side of our ballot return envelopes.

1st Line: 3 of 9 Barcode, which is the **AV ID #** (1 to 7 numeric number)

2nd Line: *(three spaces between each column unless indicated otherwise)*
AV ID # (1-7 digit), **VOTER ID #** (1-9 digit), **PREC** (6 digit), **PORTION** (*one space between prec & portion*) (1-3 digit), Elec Date Use **6/03**, **BAL TYP** (1-5 digit) (*see next line for an example*)

32 850 100200 1 6/03 1

3rd Line: First Name, Initial, Last Name Fields

4th Line: Mail 1, Mail 2 Fields

5th Line: Mail City, Mail Zip Fields

(You will need to apply your CASS certified information to the mail information.)

Inkjet residence address in blank space between Voter's Statement and signature line.

Inkjet the **PREC** (6 digit) in precinct number to the right of the **Voter' Statement** on the far right side of the envelope in bold 18 point font (or as large as right margin provides on envelope) Example: **100200**

Forward a minimum of 10 samples with your proposal using the testblts file located at the Lane County FTP site. The bar code must be readable and all factors above to be included to meet minimum qualifications.

ABSENTEE VOTER FILE LAYOUT

[illegible]

Memo

To: Proposed Vendor for Ballot Ink-jetting, Inserting, and Mail Services

From: Roxann Marshall, Elections Supervisor

Date: April 9, 2003

Re: SAMPLE BALLOT - RFP for BALLOT INK-JETTING, INSERTING, AND
MAIL SERVICES

Enclosed please find a sample inkjetted ballot to be used as a reference when generating your samples for inclusion with your RFP submission.

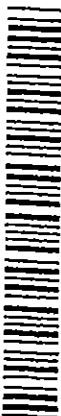
This was not originally included with the RFP. After consideration, we determined this might be a resourceful point of reference.

Additional questions regarding the RFP should be directed to Chuck Wallace, Lane County Purchasing Manager, at 541-682-8597.

RETURN ENVELOPE

IMPORTANT! FAILURE TO SIGN BELOW WILL INVALIDATE YOUR BALLOT.
YOUR BALLOT MUST BE RECEIVED BY 8 P.M. ON ELECTION DAY TO BE COUNTED.

POSTAL CLERK: Deliver to address on other side.



1206951 2975 100009 03 03/03 1
3456 *****AUTO**5-DIGIT 97426

JAMES A BARNES

PO BOX 415

CHESWELL OR 97426-0415



SIGN HERE

VOTER'S STATEMENT

BY SIGNING I CERTIFY THAT:

- I am the person to whom this ballot was issued;
- I am legally qualified to vote in the county that issued this ballot;
- I still live at the address printed below on this envelope;
- I voted this ballot and this is the only ballot I have voted this election.

82785 HEISS RD

100009

SIGNATURE OF VOTER

WARNING: Signing another person's name to this envelope is a Class C Felony.



ADDENDUM

DATE: March 28, 2003

RE: ADDENDUM #1 TO RFP LCP 2003-01
FOR BALLOT, INK JET, INSERTING & MAILING SERVICES

The following is a modification to the above mentioned Request for Proposals.

1. INSURANCE COVERAGES REQUIRED PAGE (The below is added)

X **ADDITIONAL INSURED CLAUSE** The liability insurance coverages required for the performance of this contract shall be endorsed to name Lane County, its commissioners, officers, agents, and employees as additional insured with respect to the activities performed under this contract.

2. USAGE BY COUNTY AND OTHER POLITICAL SUBDIVISIONS


Usage By County And Other Political Subdivisions

The subsequent contract(s) from this Request for Proposals may be used by all Lane County departments/divisions and other political subdivisions. Any equipment or services sold by the vendor(s) for such agencies shall be ordered by, delivered to, invoiced to, and paid by that agency. Lane County shall be held harmless for any action taken by either party in such work request or performance.

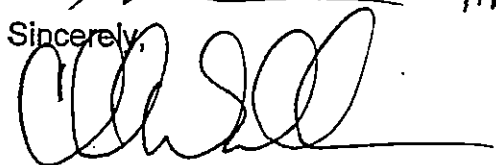
THE BALANCE OF THE REQUIREMENTS SHALL REMAIN UNCHANGED.

A COPY OF THIS ADDENDUM SHALL BE SIGNED AND RETURNED AS PART OF THE PROPOSAL.

ACKNOWLEDGED:

 Marty Fogg

Sincerely,



Chuck Wallace, Purchasing Manager
Lane County Management Services

541-682-8597



JOHN KAUFFMAN

Director of Elections



1040 S.E. Morrison St.
Portland, Oregon 97214-2495
503-988-3720
503-988-3719 FAX

April 21, 2003

Daniel Dutton, Vice President
Signature Graphics
15040 NE Mason St
Portland OR 97230

Dear Mr. Dutton:

I want to take this opportunity to thank Signature Graphics for your efforts in making the vote by mail process successful. With everyone's help we sailed through the complicated production work for the May 20, 2003 Special Election.

I appreciated your willingness to meet together to work out the problem areas we encountered in the past election processing. Larry Wright and his staff have made the preparation and mailing of ballots a smooth and more streamlined process.

We look forward to further strategy planning sessions in which we can continue to develop new ways to execute all the intricacies involved in putting together an election. It has been a refreshing change to work with a company which is hands-on in using its knowledge to improve and overcome any challenge.

With 2004 comes another presidential election year. The Multnomah County Elections staff is confident that, together, we can produce yet another successful election season.

Sincerely,

Mary Shultz
Assistant Director of Elections

OFFICE OF THE SECRETARY OF STATE

BILL BRADBURY
SECRETARY OF STATE



ELECTIONS DIVISION

JOHN LINDSACK
DIRECTOR

141 STATE CAPITOL
SALMON, OREGON 97310-0722

ELECTIONS — (503) 986-1518

July 26, 2002

To Whom It May Concern:

Signature Graphics is the publisher of the State Voters' Pamphlet and has been so since February of this year. As this is a new relationship, the Oregon Elections Division was uncertain as to what level of cooperation and performance to expect. The pre-production, printing and distribution of the Primary Election 2002 State Voters' Pamphlet was successful and we found Signature Graphics' efforts to be satisfactory and responsive to our needs and concerns.

We are currently producing a September 2002 Special Election State Voters' Pamphlet with Signature Graphics and expect no problems to arise.

Sincerely,

Fred R. Neal
Fred R. Neal
Voters' Pamphlet Supervisor

**AUDITOR**

GREG KIMSEY

April 21, 2003

Signature Graphics
15040 NE Mason Street
Portland OR 97230

Re: LETTER OF RECOMMENDATION

The Clark County Elections Department has been using the services of Signature Graphics since January, 2000. We currently have a contract with Signature Graphics to assemble and mail the absentee ballots sent to Clark County voters prior to each election, as well as other large mailings to voters which we are required to make. To date, Signature Graphics has prepared absentee ballot mailings for eleven major elections, which involved assembling and mailing between 65,000 and 135,000 ballot packets.

We have developed a very positive working relationship with the staff at Signature Graphics. We have asked them to assemble mailings with up to seven items to be inserted into one envelope; to assemble mailings involving unusually sized mailing pieces; and to assemble the absentee balloting materials for two very different county wide ballot mailings with very little time between the two jobs. All of these mailings presented our department with challenges we had not faced before. In all instances Signature Graphics was willing to work with us to get these jobs done. As a result, all of these mailings were completed on time or earlier and they were completed with the highest level of accuracy that is necessary for the mailing of absentee ballots.

When we have had mailings projects for Signature Graphics, they have taken the time to meet with us to discuss the project and they put our work into their schedule at the times when we needed to have our mailings prepared. When we have anticipated problems or made suggestions they have been very responsive and willing to either explain their procedures in detail or to make adjustments to work with us. They have made suggestions which have improved our ability to handle absentee ballots after the voter has voted and returned their ballot to us.

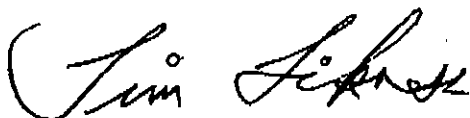
Their data processing department is top notch. When working with their data staff, any communications have been very clear and made in a manner that we

can easily understand. Due to Signature's excellent data processing staff, we have not had misunderstandings nor have we had to spend a great deal of time dealing with the data processing aspect of our mailings.

One of our most serious concerns in making any type of mailing is being sure that it meets all U.S. Postal Service requirements to qualify for the best postage rate. Signature Graphics has an excellent relationship with Postal Service and a thorough understanding of mailing requirements. As a result, there have been no problems or delays in dealing with the Post Office for any of our mailings.

For both the September, 2001 Primary and the September, 2002 Primary, Signature Graphics printed and mailed our local voters pamphlet to over 140,000 Clark County households. The time we had to spend coordinating with Signature Graphics on these two projects was very minimal. They printed the sixteen page pamphlets so it appeared exactly as we expected and they organized the mailing of the pamphlet and distributed to the Clark County post offices as we specified. The cost of having Signature Graphics produce and distribute our pamphlet was significantly lower than we have paid in the past for this type of service and they completed the job almost a week ahead of schedule. We were very pleased with the work Signature Graphics did on our 2001 and 2002 Primary voters' pamphlet.

We have seen a significant effort on their part to both improve the training and abilities of their staff as well as improve the equipment and facilities they have available to prepare our mailing projects. Working with Signature has been an excellent experience and we look forward to working with them for many more elections.



Tim Likness
Clark County Elections Department

Cultural Competency

Signature Graphics, Inc., is fully committed to equal opportunity and diversity in the workplace. We are fully compliant with EEOC requirements and enjoy full certification with the City of Portland. We currently enjoy a 39% minority workforce composed of the following female and minority populations:

- 32% Female
- 8 % African American,
- 16% Hispanic,
- 13% Asian/Pacific Islander,
- 4% Native American

Our goals are to ensure that discrimination in any form is banished from our workplace and that diversity is celebrated in the workplace. Our goals include hiring the most qualified candidates regardless of race, color, sex, religion, national origin, ancestry sexual orientation or physical disability. To that end, we implemented the following hiring policies: All job openings are listed with the State of Oregon Unemployment Department, as well as with the enclosed list of Minority Outreach Organizations. All candidates are requested to complete an Equal Opportunity Disclosure Statement for tracking, and managers are instructed on how to properly conduct interviews so as to avoid any questions that may be construed as discriminatory. All new hire orientations include a section on non-discrimination, and steps that are to be taken if an employee feels he or she may have been a victim of discrimination. Furthermore, we have recently added domestic partner benefits to our health and dental benefits to attract an even great pool of diversity.

The impact of these practices on our operation is that it allows all employees to participate in a workplace that embraces varied multicultural and multi-gender perspectives and problem solving approaches. Diversity awareness in our workplace also allows for a greater pool of employment talent as well as an enrichment of our workplace. Additionally, a diverse workforce acts as yet another hiring tool when employees refer their family members and associates to apply for employment with Signature Graphics. This atmosphere of diversity and multiculturalism creates a work cohesion that contributes to employee wellbeing and added productivity.

Signature Graphics has long stood by its policies of non-discrimination and diversity in the workplace. Every measure is taken to ensure that recruiting, hiring, and retention reflect these goals. Any complaints of alleged discrimination are quickly and thoroughly investigated to demonstrate to all of our employees that we respect diversity and will not tolerate discrimination in any form. We recognize that our well being as a company is due to the employees who contribute their energies to the growth of Signature Graphics. As a company we are committed to continued enrichment of our workplace through diversity in all aspects of employment.



1207521 3990 100200 01 6/03 1
554 **AUTO**SCH 5-DIGIT 97404

JUDITH L BEHNEY
32738 E DIXON ST
COBURG OR 97408-9456



100200

32738 E DIXON ST

COMMUNITY RECRUITMENT RESOURCES

General Employment

- ❖ **IRCO - International Refugee Center of Oregon**
Kathy Daye or Debi Houghton, (503) 234-1541
1336 E Burnside - Portland OR 97214
Fax: (503) 234-1259
Employment services for refugees in US for less than 5 years; assistance with job placement, English, child care, etc.
- ❖ **Job Corps Placement**
Julie Wilkins, (503) 326-6803
173 NE 102nd Ave. Bldg 5, Ste 173 - Portland OR 97220
Fax: (503) 326-6922
Pre-apprenticeship & job training programs for youth ages 16-24: construction, health, business, auto body, culinary; landscaping.
- ❖ **Job Corps Centers**
Springdale: Lynette Walters, (503) 695-2245 x252
Timberlake: Don Christiansen, (503) 834-2291
Tongue Point: Jan Mogensen-Jones (503) 325-2131
31224 E Historic Columbia Riv Hwy - Troutdale OR 97060
Fax (Springdale): (503) 695-2254
Pre-apprenticeship training. Springdale: building & apartment maintenance, clerical, retail marketing. Timberlake and Tongue Point: construction programs for carpenters, plasterers, painters, landscaping, electrical.
- ❖ **Mt Hood Comm College, Workforce Connections**
Tanya Mead or Betsy Pfannenstiel, (503) 252-0758
4510 NE 102nd Ave - Portland OR 97220
Fax: (503) 252-0782
All types of employment; specialize in assisting dislocated workers and businesses experiencing layoffs; provide training and support services.
- ❖ **Mt Hood Comm College, Steps to Success East**
Guy Crawford, Steve Viera or Kim Patterson, (503) 256-0432
14030 NE Sacramento St - Portland OR 97230
Fax: (503) 256-5503
All types of employment. Clients are 90% women transitioning from public assistance to employment. Jobs Plus program offers some subsidized on-the-job training.
- ❖ **NE Urban League One Stop Career Center**
Vernard Taylor, DeAnne Hardy, Lelia Lomax, (503) 241-4644
3034 NE MLK Jr Blvd - Portland OR 97212
Fax: (503) 241-4649
All types of employment job listings, including construction.
- ❖ **NE Workforce Center**
Jennie Portis, (503) 288-4778
4106 N Vancouver - Portland OR 97217
Fax: (503) 288-5049
Warehouse, clerical, health and hotel services.
- ❖ **Oregon Council for Hispanic Advancement (OCHA)**
Lola Cortez, (503) 228-4131
108 NW 9th, Ste 108 - Portland OR 97209
Fax: (503) 228-0710
Bilingual in Spanish, English, others; assistance with job placement, retention, support services; employer training. Clients range from HS level education to doctorates.
- ❖ **Oregon Human Dev. Corp. Hispanic Access Center**
Martha Lucuerda, (503) 236-9670
1715 E Burnside - Portland OR 97214
Fax: (503) 236-9684
Job referrals for all types of employment.
- ❖ **Oregon Human Dev. Corp. Regional Services**
Jaime Rodriguez, (503) 640-5496
1049 SW Baseline Ste 500 - Hillsboro OR 97123
Fax: (503) 640-9416
Job placement for migrant/seasonal farmworkers.
- ❖ **Oregon Human Dev. Corp. Youth Center**
Jose Estrada, (503) 640-6349
434 S 1st Ave Ste 300 - Hillsboro OR 97123
Fax: (503) 640-0215
Assist youth ages 16-20 with GED, job placement.
- ❖ **PCC Cascade/Skills Center**
Ed Joseph or James Bowles, (503) 978-5343
739 NE Killingsworth - Portland OR 97217
Fax: (503) 978-5306
Pre-employment services and job referrals to all types of employment.
- ❖ **PCC/Steps to Success North**
Leah Dumas, (503) 257-4200 x227
4317 NE Emerson - Portland OR 97218
Fax: (503) 257-4440
Employment services for recipients of public assistance: construction math, GED, etc.
- ❖ **SE Works One Stop**
Susan Eastman, (503) 772-2301
6927 SE Foster Rd - Portland OR 97206
Fax: (503) 774-8489
All types of employment, including construction.

Construction

❖ **BFIT/PCC**

Jennice Jackson, (503) 614-7473
PO Box 19000 - Portland OR 97280-0990
Fax: (503) 614-7351

Six-month pre-apprenticeship for women, minorities seeking careers in construction. Graduates referred for employment.

❖ **Construction Workforce Clearinghouse**

Al Jamison, (503) 288-4778
4106 N Vancouver - Portland OR 97217
Fax: (503) 288-5049

Job referrals for all construction trades; retention services.

❖ **HAP/Housing Authority of Portland**

Jim Trapp, (503) 802-8366
135 SW Ash, 3rd Fl - Portland OR 97204
Fax: (503) 802-8361

Apprenticeship preparation for low income HAP residents. Agreements with carpenters' and painters' apprenticeship programs.

❖ **Oregon Tradeswomen Network**

Connie Ashbrook or Rhonda Lund, (503) 943-2271
PO Box 86620 - Portland OR 97286
Fax: (503) 281-4216

Mentoring, support groups, for women in trades; technical assistance to employers to retain women.

❖ **Portland Youth Builders**

Jill Walters, Duke Moten, Anthony Bradley,
(503) 286-9350
7332 N Smith - Portland OR 97217
Fax: (503) 286-9381

Preparation for apprenticeship program for youth ages 16-24; integrates HS diploma with experience in construction. Job referrals, support.

For more information about community recruitment resources, please contact:

CITY/COUNTY/PDC WORKFORCE TRAINING AND HIRING PROGRAM

1120 SW 5th Ave Rm 1313, Portland OR 97204

(503) 823-6860

(503) 823-5539 fax

www.ci.portland.or.us



ADDENDUM

DATE: March 28, 2003

RE: ADDENDUM #1 TO RFP LCP 2003-01
FOR BALLOT, INK JET, INSERTING & MAILING SERVICES

The following is a modification to the above mentioned Request for Proposals.

1. INSURANCE COVERAGES REQUIRED PAGE (The below is added)

X ADDITIONAL INSURED CLAUSE The liability insurance coverages required for the performance of this contract shall be endorsed to name Lane County, its commissioners, officers, agents, and employees as additional insured with respect to the activities performed under this contract.

2. USAGE BY COUNTY AND OTHER POLITICAL SUBDIVISIONS

Usage By County And Other Political Subdivisions

The subsequent contract(s) from this Request for Proposals may be used by all Lane County departments/divisions and other political subdivisions. Any equipment or services sold by the vendor(s) for such agencies shall be ordered by, delivered to, invoiced to, and paid by that agency. Lane County shall be held harmless for any action taken by either party in such work request or performance.

THE BALANCE OF THE REQUIREMENTS SHALL REMAIN UNCHANGED.

A COPY OF THIS ADDENDUM SHALL BE SIGNED AND RETURNED AS PART OF THE PROPOSAL.

ACKNOWLEDGED:

Sincerely,

Chuck Wallace, Purchasing Manager
Lane County Management Services

4/22/03

541-682-8597

PRODUCER
SALEM INSURANCE AGENCY, INC.
P.O. BOX 888
SALEM, OR 97308
(503) 585-8001
FAX (503) 587-7811

Cert# 9303

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY

A VALLEY PROP & CAS INS CO

COMPANY

B

COMPANY

C

COMPANY

D

INSURED
BWK, INC. DBA MID-VALLEY PRESORT

1215 WILBUR ST SE
SALEM, OR 97302

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	CPA0693007	FEB 1 03	FEB 1 04	GENERAL AGGREGATE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG. \$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR.				PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE(Any One File) \$ 100000
					MED. EXPENSE(Any One Person) \$ 5,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per Person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per Accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
	GARAGE LIABILITY				AGGREGATE \$
	<input type="checkbox"/> ANY AUTO				EACH OCCURRENCE \$
					AGGREGATE \$
	EXCESS LIABILITY				STATUTORY LIMITS
	<input type="checkbox"/> UMBRELLA FORM				EACH ACCIDENT \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				DISEASE-POLICY LIMIT \$
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				DISEASE-EACH EMPLOYEE \$
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				
OTHER					
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS					

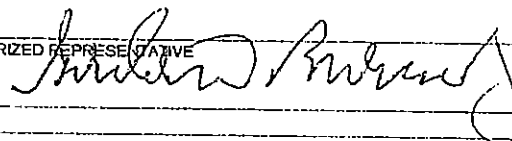
CERTIFICATE HOLDER AS ADDITIONAL INSURED

LANE COUNTY, ITS COMMISSIONERS, OFFICERS,
AGENTS AND EMPLOYEES
C/O LANE CO MANAGEMENT SERVICES
PURCHASING OFFICE
3040 DELTA HWY
EUGENE, OR., 97408

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



PRODUCER
SALEM INSURANCE AGENCY, INC.
P.O. BOX 888
SALEM, OR 97308
(503) 585-8001
FAX (503) 587-7811

Cert# 9304

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COMPANIES AFFORDING COVERAGE

COMPANY

A WINDSOR INSURANCE COMPANY

COMPANY

B

COMPANY

C

COMPANY

D

INSURED
BWK, INC. DBA MID-VALLEY PRESORT

1215 WILBUR ST SE
SALEM, OR 97302

COVERAGES

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CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG. \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE(Any One Fire) \$ MED. EXPENSE(Any One Person) \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	3365383477	FEB 1 03	FEB 1 04	COMBINED SINGLE LIMIT \$ 1000000 BODILY INJURY (Per Person) \$ BODILY INJURY (Per Accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: \$ EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				STATUTORY LIMITS \$ EACH ACCIDENT \$ DISEASE-POLICY LIMIT \$ DISEASE-EACH EMPLOYEE \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

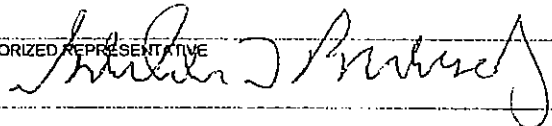
CERTIFICATE HOLDER

LANE COUNTY, ITS COMMISSIONERS, OFFICERS
AGENTS AND EMPLOYEES
C/O LANE CO MANAGEMENT SERVICES
PURCHASING OFFICE
3040 DELTA HWY
EUGENE, OR., 97408

CANCELLATION

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AUTHORIZED REPRESENTATIVE



LANE COUNTY - OREGON

REQUEST FOR PROPOSAL

LCP 2003-01

FOR

BALLOT INK JETTING, INSERTING, AND MAIL SERVICES

LANE COUNTY

MANAGEMENT SERVICES

**Purchasing Office
3040 Delta Highway
Eugene OR 97408**

541-682-8597

Chuck Wallace, Purchasing Manager

CLOSING DATE: APRIL 22, 2003 AT 2:00 PM

RE: REQUEST FOR PROPOSAL – BALLOT INSERTING AND MAIL SERVICES

Lane County Purchasing announces the solicitation of proposals for Ballot Ink Jetting, Inserting, and Mail Services.

The Request for Proposal is open to any qualified vendor with the knowledge and expertise to provide the requested operations, management services and products. Lane County is an Affirmative Action - Equal Opportunity Employer. Interested minority businesses or joint ventures are encouraged to submit proposals. This letter is not to be construed as a contract or commitment of any kind.

Criteria for submittal of the proposal, time frame and all other pertinent information for the solicitation are encompassed in the attached Request for Proposal. Any technical questions should be in writing and directed to Chuck Wallace, Purchasing Manager, Lane County Purchasing, 3040 Delta Highway, Eugene OR 97408. Procedural questions may be made by telephone 541-682-8597.

Your interest in this program is appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read 'CW', is written over the word 'Sincerely,'.

Chuck Wallace, Purchasing Manager
Department of Management Services

LANE COUNTY - OREGON

REQUEST FOR PROPOSAL

BALLOT INK JETTING, INSERTING, AND MAIL SERVICES

ITEM	PAGE
LEGAL NOTICE	1
INFORMATION TO PROPOSERS	2
REQUIREMENTS CONTRACT	5
CONTRACT INSURANCE REQUIREMENTS	11
SPECIFICATIONS	12
ATTACHMENTS	Following specifications

LANE COUNTY PURCHASING
3040 Delta Highway, Eugene OR 97408

LANE COUNTY - OREGON
REQUEST FOR PROPOSAL

Notice is hereby given that sealed proposals for Request for Proposals LCP 2003-01 Ballot Ink Jetting, Inserting & Mail Services, shall be received by Chuck Wallace, Purchasing Manager, at Lane County Purchasing, 3040 Delta Highway, Eugene, OR 97408 until the hour of 2:00 PM on APRIL 22, 2003, at which time all proposals received in proper form will be opened and recorded.

The scope of work: Lane County Elections seeks to contract with a qualified agency for the provision of ballot ink jetting, inserting, and mail services for Fiscal Years 2003/04 and 2004/05. Elections is responsible for the conduct of all elections, and meeting all statutory deadlines to mail ballots at specified time lines, meeting state election guidelines for mailing complete ballot material, and meeting postal requirements. Elections may require Vendor services for as many as four scheduled elections annually. Additionally, Elections may require ink jetting, inserting, mailing services for unscheduled elections such as recalls. The number of ballots processed could be as high as 210,000 or as low as 1,000. The Vendor shall provide ink jetting, inserting, and mailing services as outlined in this document.

Request for Proposal documents may be obtained at Lane County Purchasing, 3040 Delta Highway, Eugene OR 97408. The outside of the sealed proposal envelope shall be clearly marked with the Proposer's Name, Address, Request for Proposal Name and Number, and the Opening Date. Each proposal must be submitted in the requested format and contain a statement as to whether the Proposer is a resident Proposer, as defined in ORS 279.029. The contract is not for a public work and not subject to ORS 279.348 to 279.380 or the Davis-Bacon Act (40 U.S.C. 276a).

Lane County may reject any proposal not in compliance with all prescribed public contracting procedures and requirements and may, for good cause, reject any and all proposals upon a finding of the County that it is in the public interest to do so. All Proposers are required to comply with the provisions of ORS 279 and the applicable provisions of the Equal Opportunity Act of 1972 and the Civil Rights Act of 1964, as amended.

CHUCK WALLACE
Purchasing Manager

INFORMATION TO PROPOSERS

Proposals

1. Proposals will be accepted until 2:00 PM on APRIL 22, 2003.
2. One original and five complete copies of responses to the attached Request for Proposal (RFP) should be delivered to:

Lane County Purchasing
Attn: Chuck Wallace, Purchasing Manager
3040 Delta Highway
Eugene, Oregon 97408

where all proposals received in proper form will be opened and recorded.

3. The evaluation and interview committee will consist of

Annette Newingham, Chief Deputy County Clerk
Roxann Marshall, Elections Supervisor
Marle Hoehne, Records Supervisor

4. An evaluation of the proposal will be used as the basis for the agreement. In reviewing proposals, the following weights will be placed on:

a)	EXPERIENCE AND DEMONSTRATED ABILITY	125 points
b)	TOTAL COST TO COUNTY	125 points
c)	ORGANZATIONAL CHART	25 points
d)	REFERENCES	25 points
e)	CULTURAL COMPETENCY	25 points

The recommended firm may be determined at this point in the evaluation process. If not, the highest ranked group (not to exceed three) of Proposers may be invited to participate in an interview with an additional fifty points weight applied.

The selection, if a satisfactory response is found, shall then result in a recommendation for award to the Board of Commissioners. All respondents will be notified of the selection in writing. The Ballot Ink Jetting, Inserting, and Mail Services agreement is expected to be awarded in May 2003.

OPPORTUNITY TO COMMENT

Proposers may comment on, question or protest any of the specifications which they feel may limit competition. Comments, questions and protests regarding the specifications or the process must be made in writing and received by the Purchasing Manager at least ten (10) calendar days before the proposal closing date. All responses to such comments, questions or protests will be made in writing and will be sent to all holders of the Request for Proposal documents.

EVALUATION OF PROPOSALS

Proposers should be aware that the findings of County staff will result in a recommendation for the award of a contract. The final decision of actual award of a contract rests with the Board of County Commissioners or its authorized representative.

In evaluating the proposals and selecting a contractor, Lane County reserves the following rights:

- a. To reject any and all proposals;
- b. To issue subsequent Requests for Proposals, if desired;
- c. Not to award a contract for the requested services;
- d. To waive any irregularities or informalities in any proposal;
- e. To accept that proposal which Lane County deems to be the most beneficial to the public and Lane County;
- f. To negotiate with any offerer to further amend, modify, refine or delineate its proposal; and
- g. To negotiate and accept, without re-advertising the Request for Proposal, the proposal or any other offerer in the event that a contract cannot be successfully negotiated with the selected offerer.

RIGHT OF APPEAL

Anyone responding to this Request for Proposal who is not recommended for award by the evaluation committee may appeal the recommendation to the decision maker, either the Board of County Commissioners or County Administrator, in accordance with Lane Manual 21.107(9).

- a. Any appeal must be made in writing, be received before the contract is awarded by the decision maker, clearly state the grounds for the appeal, and indicate what condition(s) resulted in the proposal not being recommended for award. Any appeal which does not comply with the applicable procedures may be rejected.
- b. Any appeal must be received by the department which issued the Request for Proposal not later than seven (7) calendar days after notice of the evaluation committee's decision was mailed. Upon receipt of the appeal, the department shall notify the evaluation committee, and the Proposer recommended for award, of the appeal. The Proposer and committee shall have three (3) calendar days from the date the appeal was filed to respond to the appeal in writing, if they so desire.
- c. When an appeal is filed, the department responsible for preparing the Request for Proposal shall prepare a written analysis of the appeal, and make a recommendation to the Board as to appropriate action to be taken.
- d. The grounds for appeal are:
 1. Differing criteria were used to evaluate different proposals;
 2. The evaluation committee unfairly applied the evaluation criteria to a proposal;
 3. A member or members of the evaluation committee had a relationship with a responder to the Request for Proposal that represented a conflict of interest;
 4. The criteria used to evaluate the proposals did not pertain to the services or products requested; or
 5. A member or members of the evaluation committee demonstrated bias toward a proposal or responder.
- e. If the decision-maker is the Board of County Commissioners, the department which issued the Request for Proposal shall present the issues. The appellant shall then have ten (10) minutes to specifically address the appeal criteria, and the evaluation committee and the recommended Proposer shall have ten (10) minutes to respond, divided between them as they wish. If the decision maker is the County Administrator, the decision shall be made on the written record.

- f. The decision-maker shall carefully evaluate any appeal before rendering a decision and shall state the conclusions reached and reasons either in writing or on the record in a public meeting. Any decision to overturn the recommendation shall be based on a finding that one of the criteria of Lane Manual 21.107(9)(d) occurred to the substantial prejudice of the appellant.
- g. The appeal procedures and limits set forth herein to be followed by the County are directory and not mandatory, and failure to follow or complete the action in the manner provided shall not invalidate the decision.

PROTEST OF AWARD

Any protest of award must be made in accordance with Lane Manual 21.107(11).

Lane Manual 21.107(11): Protest of Award. See LM 21.105(11). References to "bid documents" includes "request for proposal documents" and references to "bid" include "proposal."

Lane Manual 21.105(11): Protest of Award. All protests of award must be filed within seven (7) days of the notice of award. Protests of award shall be handled by the County Administrator or his or her designee in conformity with OAR 137-30-104. The County Administrator or his or her designee has the authority to reject all proposals, and authority to revise the award of contract in order to correct any errors made in the original award, so that the contract is awarded to the proposer legally entitled to receive an award pursuant to public contract law and regulations and the criteria stated in the proposal documents. A copy of the decision shall be promptly delivered to the Board. The decision shall be final seven days after it is delivered to the Board, unless within that time the Board elects to review the matter. Thereafter, within a reasonable time period, a complete copy of the written record shall be delivered to the Board. The Board shall conduct its review on the basis of the written record before it, and shall issue its decision by Board Order. The Board may affirm, reverse or revise the decision of the County Administrator or his or her designee. Upon adoption of the order, the decision will be final.

LANE COUNTY

REQUIREMENTS CONTRACT No.
PLEASE PUT THIS NUMBER ON ALL INVOICES

In consideration of the covenants set forth below,

_____, hereinafter referred to as CONTRACTOR, and Lane County, a political subdivision of the State of Oregon, acting by and through its Board of County Commissioners, hereinafter referred to as COUNTY, mutually contract as follows:

1. CONTRACTOR agrees and covenants that s/he will provide Ballot Ink Jetting, Inserting, and Mail Services on an as needed basis, as per the attached specifications, proposal and Request for Proposals attached hereto and incorporated herein in full, as stated in the bid proposal, in accordance with the attached specifications identified as LCP 2003-01. All of the attached specifications together with CONTRACTOR'S proposal and this contract constitute the contract documents.
2. The applicable provisions of Lane Manual 21.130 setting forth standard provisions for public contracts are incorporated by reference as if fully set forth herein.
3. Contract period shall be July 1, 2003 to June 30, 2005.
4. Payments will be duly processed following receipt of invoice. Payment shall normally be made within thirty (30) days of receipt of the invoice.
5. CONTRACTOR shall not permit any lien or claim to be filed or prosecuted against COUNTY in connection with this contract and agrees to assume responsibility should such lien or claim be filed.
6. CONTRACTOR is an independent contractor and shall be responsible for any and all taxes or Workers' Compensation payments due as a result of this contract. Any subcontractor hired by CONTRACTOR shall be similarly responsible.
7. The contract may be cancelled at the election of either party upon sixty (60) days written notice to the other party or upon willful failure or refusal of the CONTRACTOR to perform according to the terms of the contract.
8. CONTRACTOR agrees to indemnify, defend and hold COUNTY, its Commissioners, agents, officers and employees harmless from all damages, losses and expenses including but not limited to attorney fees and to defend all claims, proceedings, lawsuits and judgements arising out of or resulting from the CONTRACTOR'S performance of or failure to perform this contract.
9. CONTRACTOR is not currently employed by COUNTY and will not be under direct control of COUNTY.

10. If this payment is to be charged against Federal funds, CONTRACTOR certifies that s/he is not currently employed by the Federal government and the amount charged does not exceed the normal charge for the type of service provided.
11. Modifications or amendments to this contract shall be effective only if in writing and executed by both parties.

IN WITNESS WHEREOF, the parties have executed this contract on this

_____ day of _____, 20____.

CONTRACTOR

LANE COUNTY, OREGON

Company name

By: _____
County Administrator

Signature

Date: _____

Print or type name

Social Sec. or Business I.D. No.

Date: _____

LANE MANUAL 21.130 STANDARD CONTRACT PROVISIONS (Rev 01/01/99) The following standard public contract clauses shall be included expressly or by reference where appropriate in every contract of the County.

(1) Contractor shall make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in the contract, and shall be responsible for payment to such persons supplying labor or material to any subcontractor.

(2) Contractor shall pay promptly all contributions or amounts due to the State Industrial Accident Fund and the State Unemployment Compensation Fund from contractor or any subcontractor in connection with the performance of the contract.

(3) Contractor shall not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished, shall assume responsibility for satisfaction of any lien so filed or prosecuted and shall defend against, indemnify and hold County harmless from any such lien or claim.

4) Contractor and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

(5) If contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the contractor or its surety from the obligation with respect to any unpaid claim. If the County is unable to determine the validity of any claim for labor or services furnished, the County may withhold from any current payment due contractor an amount equal to said claim until its validity is determined, and the claim, if valid, is paid by the contractor or the County. There shall be no final acceptance of the work under the contract until all such claims have been resolved.

(6) Contractor shall make payment promptly, as due, to any person, copartnership, association or corporation furnishing medical, surgical, hospital or other needed care and attention, incident to sickness or injury, to the employees of contractor, of all sums which the contractor agreed to pay or collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing payment for such service.

(7) For all public contracts, with certain exceptions listed below, contractor shall not require or permit any person to work more than 10 hours in any one day, or 40 hours in any one week except in case of necessity, emergency, or where public policy absolutely requires it, and in such cases the person shall be paid at least time and a half for:

- (a) All overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday, or**
- (b) All overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday, and**
- (c) All work performed on the days specified in ORS 279.334.**

For personal/professional service contracts as defined in ORS 279.051, instead of (a) and (b) above, a laborer shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Sections 201 to 209, from receiving overtime.

Contractor shall follow all other exceptions, pursuant to ORS 279.316 and ORS 279.334, including contracts for public improvements involving a collective bargaining agreement, contracts for services, and contracts for fire prevention or suppression.

Contractor must give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

(8) The hourly rate of wage to be paid by any contractor or subcontractor to workers upon all public works shall be not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279.348 to 279.365.

(9) The contractor, its subcontractors, if any, and all employers working under the contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

(10) Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to those dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. A list of entities who have enacted such laws or regulations is found in the Oregon Attorney General's Model Public Contract Rules Manual. If new or amended statutes, ordinances, or regulations are adopted, or the contractor encounters a condition not referred to in the bid document not caused by the contractor and not discoverable by reasonable site inspection which requires compliance with federal, state, or local laws or regulations dealing with the prevention of environmental pollution or the preservation of natural resources, both the County and the contractor shall have all the rights and obligations specified in ORS 279.318 to handle the situation.

(11) The contract may be canceled at the election of County for any substantial breach, willful failure or refusal on the part of contractor to faithfully perform the contract according to its terms. The County may terminate the contract by written order or upon request of the contractor, if the work cannot be completed for reasons beyond the control of either the contractor or the County, or for any reason considered to be in the public interest other than a labor dispute, or by reason of any third party judicial proceeding relating to the work other than one filed in regards to a labor dispute, and when circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work. In either case, if the work is suspended but the contract not terminated, the contractor is entitled to a reasonable time extension, costs and overhead per ORS 279.328. Unless otherwise stated in the contract, if the contract is terminated, the contractor shall be paid per ORS 279.330.

(12) If the County does not appropriate funds for the next succeeding fiscal year to continue payments otherwise required by the contract, the contract will terminate at the end of the last fiscal year for which payments have been appropriated. The County will notify the contractor of such non-appropriation not later than 30 days before the beginning of the year within which funds are not appropriated. Upon termination pursuant to this clause, the County shall have no further obligation to the contractor for payments beyond the termination date. This provision does not permit the County to terminate the contract in order to provide similar services or goods from a different contractor.

(13) By execution of this contract, contractor certifies, under penalty of perjury that:

- (a) To the best of contractor's knowledge, contractor is not in violation of any tax laws described in ORS 305.380(4), and
 - (b) Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.
- (14) Contractor agrees to prefer goods or services that have been manufactured or produced in this State if price, fitness, availability or quality are otherwise equal.
- (15) Contractor agrees to not assign this contract or any payments due hereunder without the proposed assignee being first approved and accepted in writing by County.
- (16) Contractor agrees to make all provisions of the contract with the County applicable to any subcontractor performing work under the contract.
- (17) The County will not be responsible for any losses or unanticipated costs suffered by contractor as a result of the contractor's failure to obtain full information in advance in regard to all conditions pertaining to the work.
- (18) All modifications and amendments to the contract shall be effective only if in writing and executed by both parties.
- (19) The contractor certifies he or she has all necessary licenses, permits, or certificates of registration (including Construction Contractors Board registration or Landscape Contractors Board license, if applicable), necessary to perform the contract and further certifies that all subcontractors shall likewise have all necessary licenses, permits or certificates before performing any work. The failure of contractor to have or maintain such licenses, permits, or certificates is grounds for rejection of a bid or immediate termination of the contract.
- (20) Unless otherwise provided, data which originates from this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the County. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights. Data which is delivered under the contract, but which does not originate therefrom shall be transferred to the County with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided that such license shall be limited to the extent which the contractor has a right to grant such a license. The contractor shall exert all reasonable effort to advise the County, at the time of delivery of data furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. The County shall receive prompt written notice of each notice or claim of copyright infringement received by the contractor with respect to any data delivered under this contract. The County shall have the right to modify or remove any restrictive markings placed upon the data by the contractor.
- (21) If as a result of this contract, the contractor produces a report, paper, publication, brochure, pamphlet or other document on paper which uses more than a total 500 pages of 8 1/2" by 11" paper, the contractor shall conform to the Lane County Recycled Paper Procurement and Use policy, LM 2.440 to 2.448, by using recycled paper with at least 25% post-consumer content which meets printing specifications and availability requirements.
- (22) The Standard Specifications for Highway Construction adopted by the State of Oregon, and the Manual on Uniform Traffic Control Devices, each as is currently in effect, shall be applicable to all road construction projects except as modified by the bid documents.

INSURANCE COVERAGES REQUIRED

Contractor shall not commence any work until Contractor obtains, at Contractor's own expense, all required insurance as specified below. Such insurance must have the approval of Lane County as to limits, form and amount. The types of insurance Contractor is required to obtain or maintain for the full period of the contract will be:

- ☒ **COMMERCIAL GENERAL LIABILITY** insurance covering personal injury, bodily injury and property damage with limits as specified below. The insurance shall include:

<i>COVERAGES</i>	<i>LIMITS</i>
<input type="checkbox"/> Explosion & Collapse	<input checked="" type="checkbox"/> \$1 million per occurrence
<input type="checkbox"/> Underground Hazard	<input type="checkbox"/> Limits of the Oregon Tort
<input checked="" type="checkbox"/> Products/Completed Operations	Claims Act (ORS 30.370),
<input checked="" type="checkbox"/> Contractual Liability	limits presently at \$500,000
<input type="checkbox"/> Broad Form Property Damage	per occurrence
<input type="checkbox"/> Owners' & Contractors' Protective	<input type="checkbox"/> Other

FORM All policies must be of the occurrence form with combined single limit for bodily injury and property damage. Any deviation from this must be reviewed by the Risk Manager. All claims-made forms must have the prior approval of Risk Manager. Submit a complete copy of claims-made policies and endorsements with the certificate of insurance.

- ☒ **AUTOMOBILE LIABILITY** insurance comprehensive form with limits as specified below. The coverage shall include owned, hired and non-owned automobiles.

LIMITS

- ☒ \$1 million per occurrence
- ☐ Not less than the limits of the Oregon Tort Claims Act (ORS 30.270) presently at \$500,000 per occurrence ☐ Other

- ☒ **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY** as statutorily required for persons performing work under this contract. Any subcontractor hired by Contractor shall also carry Workers' Compensation and Employers' Liability coverage.

EMPLOYERS LIABILITY ☒ Limits of \$500,000.

- ☐ **BUILDER'S RISK** insurance special form. Limits to be the value of the contract or \$_____.

- ☐ **FIDELITY BOND** covering the activities of any person, named or unnamed, responsible for collection and expenditures of funds. Limit \$_____ per employee.

Any questions concerning insurance and indemnity should be directed to Lane County Risk Management 541-682-4569.

SPECIFICATIONS
FOR
BALLOT INK JETTING, INSERTING, AND MAIL SERVICES
LANE COUNTY PURCHASING

BALLOT INK JETTING, INSERTING, AND MAIL SERVICES

A. GENERAL INFORMATION

Lane County, through Management Services, Division of Chief Deputy County Clerk, Elections Office (ELECTIONS), seeks to contract with a qualified agency for the provision of ballot ink jetting, inserting, and mail services for Fiscal Years 2003/04 and 2004/05. (See projected election schedule - Attachment A)

B. SCOPE OF PROJECT

ELECTIONS seeks to contract with a qualified agency for the provision of ballot ink jetting, inserting, and mail services for Fiscal Years 2003/04 and 2004/05. ELECTIONS is responsible for all the conduct of all elections, and meeting all statutory deadlines to mail ballots at specified time lines, meeting state election guidelines for mailing complete ballot material, and meeting postal requirements. ELECTIONS may require VENDOR services for as many as four scheduled elections annually. Additionally, ELECTIONS may require ink jetting, inserting, mailing services for unscheduled elections such as recalls. The number of ballots processed could be as high as 210,000 or as low as 1,000. The VENDOR shall provide ink jetting, inserting, and mailing services as outlined in this document.

C. FEES FOR SERVICE

1. Payment will be made on a per-mailing basis and in accordance with all of the provisions per the attached specifications, proposal and Request for Proposals attached hereto and incorporated herein in full.
2. Payment will be made after satisfactory performance of the contractual services, in accordance with all of the provisions, and upon receipt of a properly completed invoice.

D. NONPERFORMANCE

In the event of nonperformance under the resulting contract, the County shall have the right to obtain from other sources such services and/or products 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. For purposes of this section, nonperformance shall be defined as failure to appear and perform work and/or deliver goods as specified and scheduled.

E. ADDITIONAL CHARGES

Any additional charges for alterations, quantity or specification changes, for any services or materials not covered in the county's request for quote must be itemized in writing by the vendor and approved by the Elections' Supervisor with whom the project is being coordinated.

F. TURN AROUND TIME

Vendor must be able to meet County's inkjetting/inserting scheduling requirements.

G. ADDITIONS/DELETIONS

The County reserves the right to add similar items/services or delete similar items/services in the contract as requirements change during the period of the contract. Prices for items/services to be added to the contract will be mutually agreed to by Lane County and the Vendor.

H. TERM

This proposal is for a two year contract.

I. COST TO COUNTY

VENDOR agrees that the quoted prices in Attachment C will remain the same for the duration of the agreement.

J. LIABILITY

1. Ink Jetting Error: If an error or portion of an election is invalidated due to an error or omission in the process of ink jetting by the vendor, the vendor will bear the cost or the price to redo the portion in error by the vendor.
2. Inserting Error: If an election or portion of an election is invalidated due to an error or omission by the vendor, the vendor will bear the full cost to redo the portion in error.
3. Meeting Postal Requirements to submit the entire mailing to the US Postal Service by the Mailing Deadline: If an election or portion of an election is invalidated due to a mailing error or mailing omission by the vendor, the cost of a new election or portion thereof will be the responsibility of the vendor, whichever is less.

4. **Error Omission by Lane County Elections:** If an election or portion of an election is invalidated due to an error or omission by Lane County, the cost of a new election or portion thereof will be the responsibility of Lane County.
5. **Natural Disaster:** Due to the time sensitive nature of election responsibilities, time is of the essence for performance under this agreement. Neither party shall be responsible to the other for failure to perform to the extent that such failure is caused by acts beyond that party's control, such as acts of God or the enemy, strikes, riots, wars, earthquakes. However, the parties shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of the obligations under this agreement. A party unable to perform under this provision shall immediately notify the other party.

K. OTHER REQUIREMENTS

1. None of the services listed in this agreement may be subcontracted to another vendor without written authorization from Lane County Elections.
2. A security agreement must be signed prior to each election by all vendor staff involved in the processing of ballots.

L. PROCESSES AND RESPONSIBILITIES

PRE-INK JETTING/INSERTING

1. A critical dates calendar to vendor within thirty days of mailing of ballots. Calendar will include approximate number of ballots and approximate number of variations, as well as designated mail delivery date to Eugene Post Office.
2. Deliver ballot material to the vendor for processing approximately eight calendar days before ballots must be delivered to the post office for mailing. Delivery time may vary depending on the size and number of variations for each specific election.
3. Furnish the following:
 - a. Data posted to FTP site for vendor to access.
 - b. Window envelopes #11.
 - c. Return envelopes #10.
 - d. Secrecy envelopes #9.
 - e. Ballot punch cards.
 - f. Voter's pamphlets, if applicable OR other required insert.
 - g. Ballot pages or ballot booklets (pre-folded).

ELECTIONS personnel will be on-site at all times during ballot insertion processing for quality control of inserted ballots.

VENDOR to conduct an organizational meeting to be arranged and held between elections staff and vendor personnel assigned to this project as required by Lane County Elections or the vendor.

INK JETTING/ADDRESSING PROCESS

VENDOR will be responsible for:

1. Sorting voter registration by ballot type from the data transmittal to an FTP site. (Will need to sort by specific party codes for primary election, and ballot type.)
2. Ink jetting: voter name, address, zip+4, and 3 of 9 barcode (voter registration AV ID number) on #10 Return Envelopes, and must include the additional fields of information (such as voter ID number, precinct number, election date, a party code on a Primary Election, and ballot style, specifics to be provided for each election) in a location determined by Lane County Elections.
3. Must be able to print consecutive lines of voter name and address on return envelope removing any blank lines between each line of information if any.
4. Must be able to print residence address in blank space between Voter's Statement and signature line on #10 Return Envelopes.
5. Must be able to print 5 digit zip code, suppressing any +4 (0000) information included on the voter registration file.
6. Alignment must assure visibility of all required information when inserted in the #11 window envelopes.
7. Complete ink jet address must be OCR readable (sample ink jet addressed envelope must be pre-approved by Lane County Elections).
8. Must match quantities ink jetted by ballot style number against a report of quantities received from tape write-off. Discrepancies in quantities must be tracked and all amounts reconciled.
9. Provide a report to Lane County Elections at conclusion of ink jetting process confirming ink jetted totals to tape write-off reports match.

10. Must ink jet 11 digit post net barcode on #10 Return Envelopes ensuring they show through the #11 Window Envelope meeting Post Office Standards, or directly on #11 Window Envelopes for qualifying pieces.
11. Must be able to inkjet bolded, 18 point font size, 6-9 digit, alpha/numeric precinct number to the far right side of the Voter's Statement on the #10 return envelope.
12. A full-time Elections staff person may be present for this process.
13. Must be able to schedule inkjetting on the Friday before scheduled inserting.

INSERTING PROCESS

ELECTIONS may:

Conduct audits of inserted ballot throughout the inserting process.

VENDOR may:

Hand insert ballots for those ballot styles with 50 or less in quantity (same ballot style and ballot i.d. punch card number).

VENDOR *may* be required to:

1. Provide a locked storage area, approved by Lane County Elections, which will be used for the storage of ballots during on-site processing.
2. Fold ballot punch cards at perforation, with ballot i.d. number showing on the outside. Ballot punch cards may be provided to the vendor already pre-folded.

VENDOR required to:

1. Be able to schedule inserting 3rd week before election, with consecutive days, excluding weekends, holidays and evening hours, allowing one unscheduled day between completion and date to deliver ballots to post office.
2. Match up the appropriate ballot style (ballot pages) and ballot i.d. number (punch card) with the ink jetted return identification envelopes. (The ballot style # and ballot i.d. # are the SAME number.) Match ballot pages and punch cards by party affiliation color for the May Primary elections held in even numbered years.
3. Insert the following 3 to 5 pieces in the window #11 envelope:

- a. One #10 Return Envelope, labeled with required ink jet information.
 - b. One #9 secrecy envelope.
 - c. One ballot card (3 1/4" x 8 2").
 - d. Pre-folded ballot page(s) or booklet(s).
 - e. Voter's pamphlet, if applicable OR other required insert.
4. Utilize a special mailing envelope for ballot measures which contain a tax increase. The vendor would be required to utilize this envelope *for only those districts with a tax increase*, at an all mail election only, and at the direction of Lane County Elections. A specific ballot style would be assigned to those districts and consequently would require the special envelope. In a full countywide election, not all districts would necessarily have the special envelope.
 5. Ensure that the name and address appears in the window envelope and meet all postal mailing requirements.
 6. Ballots being kept in an exact order based on ballot style number.
 7. Prepare area and provide staff for hand-inserting those ballot styles with 50 or less in quantity (same ballot style and ballot i.d. punch card number). Prior to arrival of County staff, area should be prepared with inkjetted #10 return identification envelopes that fall into this category, corresponding ballot pages/booklets and punch cards. The area should be stocked with a sufficient number of #9 secrecy envelopes and voter's pamphlets, if applicable, or other required inserts to complete the number of hand-inserted ballots.
 8. Seal and zip sort #11 mail envelopes.
 9. Return all damaged items to Lane County Elections or reviewed by the onsite elections staff person prior to destroying. (The onsite elections staff person has the authority to dispose of damaged materials without returning them to elections headquarters based on specific items damaged and following election procedures.)

STAGING/MAILING PROCESS

ELECTIONS may provide a staff person to assist in handling any mailing problems associated with the staging process.

ELECTIONS will not provide staff to do the staging process.

VENDOR responsible for:

1. Obtaining the following:

- a. General purpose carriers (GPC's) or appropriate mail pallets.
 - b. Card board or corrugated plastic letter size mailing trays and sleeves.
2. Providing a work area for vendor personnel to stage and merge the mail envelopes.
3. Providing personnel to sort completed inserted ballot envelopes by zip code for preparation of mailing.
4. Postal verification forms prepared utilizing Lane County Election's mailing permit number (non-profit status).
5. Prepare all required mailing forms for third class mailing classifications (five digit zip code).
6. Software for post net barcodes must be current CASS Certified.
7. Must address standardize.
8. Forward any ballots containing an out-of-country or out-of-state address to Lane County Elections, no later than completion of the inserting process.
9. Provide copies of any rejected ballots for inadequate addresses to Lane County Elections at the time of mailing.

DELIVERY TO THE POST OFFICE

ELECTIONS may provide a staff person to accompany each truck while in transit to the Post Office.

VENDOR responsible for:

1. Delivering all inserted ballots at 11:00am on the agreed upon delivery date to the Eugene Post Office (bulk mailing unit). All ballots must be delivered at the same time to the post office.
2. Delivery made in the manner and form agreed upon by the Post Office.
3. Upon delivery of ballots to the bulk mailing unit, providing an employee with adequate responsibility to respond to postal office inquiries to manage the delivery of the mail ballots and deliver the required mailing forms. This representative of the vendor to handle any problems with the delivery process.

4. Provide proof of current CASS Certification to the Post Office at the time of delivery of the ballots for mailing.
5. Delivery of all unused ballot supplies to Lane County Elections on same day ballots delivered to bulk mail unit.
6. Provide a faxed copy of what was submitted to the Post Office to Lane County Elections (the estimated cost) within one day of delivery to the Post Office. The final copy of all mailing forms to be provided to Lane County Elections upon receipt by the Post Office.

POST MAILING REQUIREMENTS

1. Vendor shall invoice the County following each mailing for services used. Vendor shall submit itemized invoices identifying items billed. Invoices should be directed to Lane County Elections, 135 E. 6th Avenue, Eugene, Oregon 97401.
2. Price per thousand charges shall include all other ancillary charges such as storage of envelopes, pick up and delivery, and start-up costs. Any costs not clearly defined in the proposal will not be paid by the County.

M. GUIDELINES FOR SUBMITTAL OF PROPOSAL

REQUIREMENTS OF PROPOSAL CONTENT.

Proposal shall be presented by VENDOR in the below listed format. Vendors shall submit original proposal and five (5) copies of complete proposal, including all documentation. Any deviation from the format may result in the review committee being unable to locate specific information, which could result in a subsequent loss of points. (Evaluation Matrix - See Attachments B & C)

DOCUMENTATION SPECIFICATIONS (325 possible points)

VENDOR SHALL COMPLETE AND RETURN ATTACHMENTS B THROUGH F.

**1. ATTACHMENT B: VENDOR QUESTIONNAIRE
DEMONSTRATED ABILITY**

Elections to provide vendor sample data at designated FTP site on Internet with sample file, with sample supplies to test insert. VENDOR to provide Lane County with a sample of a minimum of 10 ink jetted #10 envelopes, meeting the requirements as provided in this proposal. (Points included in Attachment B worksheet. To qualify for any points, vendor must be able to demonstrate ability to perform required processes.)

125 points possible

2. ATTACHMENT C: COST / TIME WORKSHEET
125 points possible

3. ATTACHMENT D: ORGANIZATIONAL CHART

Identify main point of contact with VENDOR for ELECTIONS, including contact name, title, and length of time with VENDOR. Provide organization chart showing names and titles of key staff personal responsible for the key processes required, and their length of employment with the VENDOR.

25 points possible

4. ATTACHMENT E: REFERENCES

Proposers shall submit a list of FOUR references, including contact names and phone numbers, of customers that your firm has provided similar products and services to. The County reserves the right to investigate references and the past performance of any proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment of employees and workers.

25 points possible

5. CULTURAL COMPETENCY
(25 points possible)

Lane County is fully committed to equal opportunity & diversity. To make this happen and to insure that businesses owned by minorities, women, and persons with disabilities, emerging small businesses, and other disadvantaged business enterprises are provided with full and equal opportunity in gaining access to all County public contracting opportunities, the County expects its contractors to maintain high marks in their Cultural Competency.

Cultural Competency is defined as having developed the behaviors, attitudes and policies that will enable the organization and its employees to deliver services in ways that will meet the wants and needs of diverse groups.

- a. Describe the goals and policies of your firm relating to diversity.
 - b. How does this impact your operations, and how will it be reflected in your operational plans.
6. **Interview (*if conducted*).**
50 points possible
- 7 **ATTACHMENT F: VENDOR PROPOSAL**
Must be Signed and Notarized

PROJECTED SCHEDULED ELECTIONS**ATTACHMENT A**

SCHD ELEC	TYPE	SIZE	TYPE
Sept 2003	Special Election	Will Vary	Measure
Nov 2003	Special Election	Will Vary	Measure
Mar 2004	Special Election	Will Vary	Measure
May 2004	Primary Election	Countywide	Candidate/Measure
Sept 2004	Special Election	Will Vary	Measure
Nov 2004	General Election	Countywide	Candidate/Measure
Mar 2005	Special Election	Will Vary	Measure
May 2005	Special Election	Countywide	Candidate/Measure

Notes:

1. Legislation can change the dates and types of elections conducted.
2. Dates, sizes and types of elections are all subject to change.
3. The elections with measures only will use stubless ballots.
4. The elections with candidates will use long stub ballots which may require folding by vendor.
5. The primary elections will require 3 to 5 different colored long-stub punch card ballots for the different party affiliations.

PRE-INK JETTING/INSERTING

1. As vendor, we will be able to arrange and hold an organizational meeting between elections staff and vendor assigned personnel prior to each county-wide election, or as required by Lane County Elections or the vendor.
☒ YES
☐ NO
2. As vendor, we will be able to schedule the inkjetting by the Friday before the beginning of the inserting.
☒ YES * Inkjetting to commence no later than six (6) working days before the beginning of the inserting.
☐ NO

INK JETTING/ADDRESSING PROCESS

1. As vendor, we will be able to sort voter registration by ballot type from the data transmittal by Internet to an FTP site by Lane County Elections. (Will need to sort by specific party codes for primary election, and ballot type.)
☒ YES
If YES, * must attach 10 samples of #10 Return Envelope with ink jet information from data provided.
☐ NO, unable to perform.
If NO, comments:
2. As vendor, we will be able to ink jet: voter name, address, zip+4, and 3 of 9 barcode (voter registration AV ID number) on #10 Return Envelopes, and must include the additional fields of information (such as voter ID number, precinct number, election date, party code on a Primary Election, and ballot style, specifics to be provided for each election) in a location determined by Lane County Elections.
☒ YES
If YES, *
☐ NO, unable to perform.
If NO, comments:

3. As vendor, we will be able to print consecutive lines of voter name and address on return envelope removing any blank lines between each line of information if any.

☒ YES

If YES, *

☐ NO, unable to perform.

If NO, comments:

4. As vendor, we will be able to print 5 digit zip code, suppressing any +4 (0000) information included on the voter registration file.

☒ YES

If YES, *

☐ NO, unable to perform.

If NO, comments:

5. As vendor, we will be able to print residence address in blank space between Voter's Statement and signature line on #10 Return Envelopes.

YES ☒

If YES, *

☐ NO; unable to perform.

If NO, comments: _____

6. As vendor, we will be able to ensure proper alignment of all required information to view through the #11 window envelopes.

☒ YES

If YES, *

☐ NO

NO, unable to perform.

If NO, comments:

7. As vendor, we will be able to match quantities ink jetted by ballot style number against a report of quantities received from tape write-off. As vendor, we can track discrepancies in quantities and reconcile amounts.

☒ YES * Quantities will be verified at time of ink jetting and inserting.

NO, unable to perform.

If NO, comments:

8. As vendor, we will be able to ink jet 11 digit post net barcode on #10 Return Envelopes ensuring they show through the #11 Window Envelope meeting Post Office Standards, or directly on #11 Window Envelopes for qualifying pieces.

☒ YES

Please indicate if would ink jet on #10 or #11 envelope

- ☒ #10 * Depends on number of ballot styles. A larger number of
☒ #11 ballot styles is more efficiently processed on our
MLOCR (Multi-line optical character reader).

☐ NO, unable to perform.

If NO, comments:

9. As vendor, we will be able to inkjet the 6-9 digit, alpha/numeric precinct number the far right side of the Voter's Statements, on the #10 Return Envelope. Minimum bolded 18 point font.

☒ YES

If YES, *

☐ NO, unable to perform.

If NO, comments: _____

INSERTING PROCESS

1. Vendor will be able to provide a locked storage area, approved by Lane County Elections, which will be used for the storage of ballots during on-site processing, if so requested.

☒ YES

If YES, is there an extra charge for this service?

☐ YES (if marked, complete cost breakdown on cost worksheet, Attachment C)

☒ NO (there is no additional charge for this service) * Subject to review of ballot packing methods.

☐ NO, cannot provide locked storage.

If NO, comments:

2. Vendor will be able to fold ballot punch cards at perforation, with ballot i.d. number showing on the outside, if so requested.

☒ YES, (If marked, complete cost breakdown on cost worksheet, Attachment C)

☒ Folding is performed using a folding machine.

☒ Folding is performed manually (no folding machine)

of hours to fold 200,000 punch card ballots: Indeterminable based on information provided. New folding technology needs to be tested to determine.

☐ NO, unable to perform.

If NO, comments: _____

3. Vendor will assign personnel to match up the appropriate ballot style (ballot pages) and ballot i.d. number (punch card) with the ink jetted return identification envelopes. (The ballot style # and ballot i.d. # are the SAME number.) Vendor will match ballot pages and punch cards by party affiliation color for the May Presidential Primary and May Biennial Primary elections held in even numbered years. Vendor will stage the ballot style matching of ballot pages, punch cards and inkjetted return identification envelopes prior to arrival of County staff, to ensure that actual inserting may begin immediately upon arrival of County staff.

☒ YES

☐ NO, unable to perform.

If NO, comments: _____

4. Vendor has ability to insert up to 5 of the following pieces in the window #11 envelope:

- a. One #10 Return Envelope, labeled with required ink jet information.
- b. One #9 secrecy envelope.
- c. One ballot card (3 1/4" x 8 2").
- d. Prefolded ballot page(s) or booklet(s).
- e. Voter's pamphlet, if applicable OR other required insert.

☒ YES

☐ NO, unable to perform

If NO, comments: _____

5. Vendor will be able to schedule inserting 3rd week prior to election to be completed in 3 days for a countywide election, excluding weekends, holidays and evening hours, with completion 2 days prior to delivery to mail house.
- ☐ YES
☒ NO, unable to perform This timeline expectation is unreasonable.
If NO, comments:

STAGING/MAILING PROCESS

1. Vendor will schedule adequate number of personnel to sort completed inserted ballot envelopes by zip code for vendor preparation of mailing.
- ☒ YES
☐ NO, unable to perform
If NO, comments:
2. Vendor will maintain current CASS Certified Software for post net barcodes.
- ☒ YES
☐ NO, unable to perform
If NO, comments:
3. Vendor will address standardize.
- ☒ YES However, this is not advised if Elections Division must match address label with original database information
☐ NO, unable to perform MVP recommends address standardization prior to generation of ink jet file.
If NO, comments:
4. Vendor will forward any ballots containing an out-of-country or out-of-state address to Lane County Elections, no later than completion of the inserting process.
- ☒ YES
☐ NO, unable to perform
If NO, comments:
5. Vendor will provide copies of any rejected ballots for inadequate addresses to Lane County Elections at the time of mailing.
- ☒ YES
☐ NO, unable to perform
If NO, comments:

DELIVERY TO THE POST OFFICE

1. Vendor will deliver *all* inserted ballots at 11:00am on the agreed upon delivery date to the Eugene Post Office (bulk mailing unit), unless delivery arrangements have been established at a pre-election meeting with the Eugene Post Office.

☒ YES

☐ NO, unable to perform

If NO, comments:

2. Vendor will prepare mailing paperwork including Lane County's permit number for delivery to Eugene bulk mailing unit and complete mailing as a non profit organization using a bulk third class permit.

☒ YES

☐ NO, unable to perform

If NO, comments:

3. Vendor will complete delivery made in the manner and form agreed upon by the Post Office.

☒ YES

☐ NO, unable to perform

If NO, comments:

4. Vendor will assign an employee with adequate responsibility to respond to postal office inquiries in submitting the required mailing forms upon delivery of ballots to Eugene Bulk Mailing Unit, with this representative of the vendor to handle any problems with the delivery process.

☒ YES

☐ NO, unable to perform

If NO, comments:

5. Vendor will provide proof of current CASS Certification to the Post Office at the time of delivery of the ballots for mailing.

☒ YES

☐ NO, unable to perform

If NO, comments:

6. Vendor will deliver all unused ballot supplies to Lane County Elections on same day ballots delivered to bulk mail unit.

☒ YES

☐ NO, unable to perform

If NO, comments:

7. Vendor will provide a faxed copy of what was submitted to the Post Office to provide Lane County Elections (the estimated cost) within one day of delivery to the Post Office. The final copy of all mailing forms to be provided to Lane County Elections upon receipt by the Post Office.

☒ YES (If "one day" falls on a weekend, the next working day would

☐ NO, unable to perform apply.)

If NO, comments:

POST MAILING REQUIREMENTS

1. Vendor will invoice the County following each mailing for services used, submitting itemized invoices identifying items billed, directed to Lane County Elections, 135 E. 6th Avenue, Eugene, Oregon 97401.

☒ YES

☐ NO, unable to perform

If NO, comments:

COST / TIME WORKSHEET**ATTACHMENT C****INJETTING / CASS CERTIFICATION
ADDRESS STANDARDIZATION
POSTNET BARCODES**

Ink jetting of voter registration/election data from data cartridge or data transmittal by Internet to an FTP site by Lane County Elections to a return identification envelope; tape sorted by ballot style and alphabetically within ballot style. Includes address standardization. Exact placement of voter information on envelope with required information. Apply postnet barcode (which includes the zip +4 from the CASS certification) to all ballots according to postal requirements. Include 6-9 digit bolded alpha/numeric precinct number in 18 point font. Print residence address in blank space between Voter's Statement and signature line of #10 Return Envelope. Preparation of mailing paperwork and delivery to post office on designated deadline. (This would include any hand sorting of rejected ballots or any special handling of ballots required for mailing. This would include delivery of unused election material to Lane County Elections.)

Price per 1,000: \$30.00 (This total is to include all processes noted above. If there are charges for the different functions, they need to be submitted here as a total.)

of hours to ink jet 200,000 pieces: 20 to 36

FOLDING OF LONG STUB PUNCH CARDS

\$15.00/Machine

\$30.00/Hand

Price per 1,000: _____ (Not to be included in price above.)

INSERTING

Inserting of ballots, which includes matching up inserting materials insertion of 4 or 5 items into a window envelope; maintaining an exact order. Full-time election staff person present during this entire process to be able to audit inserted ballots.

Price per 1,000 (hand inserting): \$80.00 (Not to be included in price above.)

Price per 1,000 (machine inserting): \$60.00 (Not to be included in price above.)

Number of hours required to insert 200,000 ballots on 4-station inserter: 75

Number of hours required to insert 200,000 ballots on 5-station inserter: 85

If machine inserting:

Number of 4-station inserting machines available at mailing company: 2

Number of 5-station inserting machines available at mailing company: 1

Number of consecutive days to complete 200,000 ballots: 14

Number of inserters designated to complete 200,000 ballots: 1 to 2

SPECIFIED TIME FRAME

Ability to meet required deadline based on projected elections scheduled. VENDOR would have up to, but no more than 5 working days to complete entire process. (Election's full-time staff person must be present for the inserting process, to periodically audit inserted material. There would be the possibility of the election staff working more than an eight hour day if required to meet the deadline, but during day hours. This would need to be coordinated *in advance* with the Election's supervisor.)

☐ YES, vendor could perform all tasks in the specified time frame.

☒ NO, vendor unable to perform all tasks in the specified time frame.

If NO, comments:

Specified time frame is unreasonable to maintain a high level of quality and service.

Specified restrictions on processing times are also unreasonable.

VENDOR INFORMATION
(Attach organizational chart)

ATTACHMENT D

VENDOR NAME: BWK, Inc. dba Mid-Valley Presort & Mailing

ADDRESS: 1215 Wilbur St. SE
Salem, OR 97302-2832

PHONE NUMBER: 800-523-8293 / 503-378-7319

FAX NUMBER: 503-363-1148

E-MAIL: info@mvpmailing.com

CONTACT PERSON: Jerry Egger

RESPONSIBILITY: President & General Manager

LENGTH OF EMPLOYMENT: N/A

CONTACT PERSON: Andee Jones

RESPONSIBILITY: Operations Manager

LENGTH OF EMPLOYMENT: 10+ years

CONTACT PERSON: Naomi Trout

RESPONSIBILITY: Office Manager

LENGTH OF EMPLOYMENT: 3+ years

CONTACT PERSON: Mike Hovey

RESPONSIBILITY: Data Operations

LENGTH OF EMPLOYMENT: 2+ years

VENDOR REFERENCES

ATTACHMENT E

Proposers shall submit a list of FOUR references, including contact names and phone numbers, of customers that your firm has provided similar products and services to. The County reserves the right to investigate references and the past performance of any proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment of employees and workers.

Our firm has provided services of a similar nature to the below listed firms. Please feel free to contact them to inquire about our services.

1. Name of Organization: POLK COUNTY ELECTIONS
Length of Time as Customer 10+ years
Address: POLK COUNTY ELECTIONS
850 MAIN ST.
DALLAS, OR 97338
Name of Contact: Ms. Valerie Unger Telephone: 503-623-9287
2. Name of Organization: MARION COUNTY ELECTIONS
Length of Time as Customer 10+ years
Address: MARION COUNTY ELECTIONS
4263 COMMERCIAL ST ST, STE. 300
SALEM, OR 97302
Name of Contact: Ms. Sharon Ricks Telephone: 503-588-5041
3. Name of Organization: SANIPAC
Length of Time as Customer 6+ years
Address: 1650 GLENWOOD BLVD.
EUGENE, OR 97403-2259
Name of Contact: Ms. Anita Cardoza Telephone: 541-736-3603
4. Name of Organization: CITY OF ALBANY
Length of Time as Customer 7+ years
Address: PO BOX 490
ALBANY, OR 97321
Name of Contact: Ms. Elizabeth Young Telephone: 541-917-7546

PROPOSAL TO LANE COUNTY

ATTACHMENT F

For: BALLOT INK JETTING, INSERTING, AND MAIL SERVICES

The undersigned, as proposer, declares that s/he has carefully examined the Specifications and General Provisions and that proposer agrees, if the proposal is accepted, that proposer will contract with Lane County to furnish the services as specified, in accordance with the proposal offered here.

The proposer may withdraw the proposal at any time prior to the day of the proposal opening. However, all proposals shall be irrevocable for a period of sixty (60) days from the day of the proposal opening.

The proposer hereby certifies that s/he is a resident proposer, as defined in ORS 279.029, of the State of Oregon.

By signing this page proposer hereby certifies that s/he has not discriminated against minority, women, or emerging small business enterprises in obtaining any required subcontracts, and proposer hereby certifies that to the best of proposer's knowledge, s/he is in compliance with all Oregon tax laws described in ORS 305.380(4).

The proposer represents that the proposal is made without connection or agreement to any person, firm or corporation making a proposal for the same services, and is in all respects fair and without collusion.

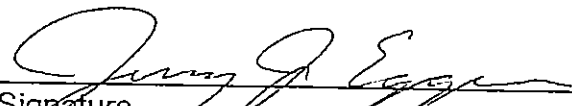
Mid-Valley Presort & Mailing

Firm's Name (Print or type name)

Address

1215 Wilbur St. SE

Salem, OR 97302-2832


Signature
JERRY J. EGGER

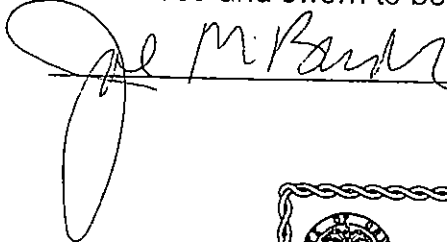
PRESIDENT & GENERAL MANAGER
Print or type name

Title

Telephone: 800-523-8293/ 503-378-7319

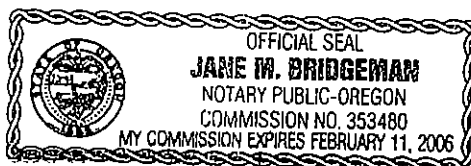
Business I.D. No. 93-1043619

Subscribed and sworn to before me this 22 day of April, 2003.



Notary Public for the State of Oregon

My commission expires 2/11/06



PROPOSAL TO LANE COUNTY

ATTACHMENT F

For: BALLOT INK JETTING, INSERTING, AND MAIL SERVICES

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The proposer hereby certifies that s/he is a resident proposer, as defined in ORS 279.029, of the State of Oregon.

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The proposer represents that the proposal is made without connection or agreement to any person, firm or corporation making a proposal for the same services, and is in all respects fair and without collusion.

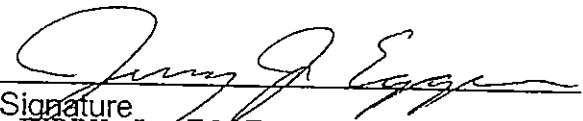
Mid-Valley Presort & Mailing

Firm's Name (Print or type name)

Address

1215 Wilbur St. SE

Salem, OR 97302-2832


Signature
JERRY J. EGGER

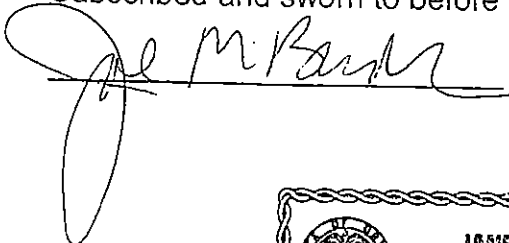
PRESIDENT & GENERAL MANAGER
Print or type name

Title

Telephone: 800-523-8293/ 503-378-7319

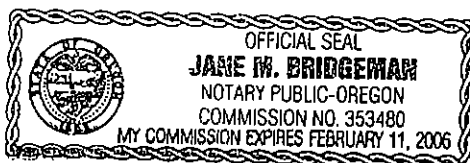
Business I.D. No. 93-1043619

Subscribed and sworn to before me this 22 day of APRIL, 2003.



Notary Public for the State of OREGON

My commission expires 2-11-06



TEST ELECTION DATA TO LANE COUNTY FTP SITE IS:

ftp://ftp.lanecounty.org/elections/

The name of the file is: **testblts.zip**

Special Instructions:

File Layout (SEE ATTACHMENT G)

From the testblts file, inject samples of TEN DIFFERENT voters on a #10 envelope.

The address is to go on the left of the envelope since there is a voter statement on the right side of our ballot return envelopes.

1st Line: 3 of 9 Barcode, which is the **AV ID #** (1 to 7 numeric number)

2nd Line: *(three spaces between each column unless indicated otherwise)*

AV ID # (1-7 digit), **VOTER ID #** (1-9 digit), **PREC** (6 digit), **PORTION** (*one space between prec & portion*) (1-3 digit), Elec Date Use 6/03, **BAL TYP** (1-5 digit) (see next line for an example)

32 850 100200 1 6/03 1

3rd Line: First Name, Initial, Last Name Fields

4th Line: Mail 1, Mail 2 Fields

5th Line: Mail City, Mail Zip Fields

(You will need to apply your CASS certified information to the mail information.)

Inkjet residence address in blank space between Voter's Statement and signature line.

Inkjet the **PREC** (6 digit) in precinct number to the right of the **Voter' Statement** on the far right side of the envelope in bold 18 point font (or as large as right margin provides on envelope) Example: **100200**

Forward a minimum of 10 samples with your proposal using the testblts file located at the Lane County FTP site. The bar code must be readable and all factors above to be included to meet minimum qualifications.

CULTURAL COMPETENCY

Mission Statement

Mid-Valley Presort & Mailing's (MVP) sole aim is to provide accurate, timely and cost effective mailing services to our clients while maintaining the highest standard of professional ethics and codes of conduct.

MVP is committed to developing behaviors, attitudes, and policies that explore the human potential of all employees. Continually exploring the unique potential in each employee has created tremendous opportunities for corporate growth and cultural development during the past 10 years.

MVP is exploring the following five elements that contribute to our operation's ability to become more culturally competent. The following five elements have been integrated into our performance evaluation criteria based on the overarching behavioral goals of improving cooperation and communication in the form of dignity and respect:

- 1) Value Diversity
- 2) Have the capacity for cultural self-assessment
- 3) Be conscious of the "dynamics" inherent when cultures interact
- 4) Institutionalize cultural knowledge
- 5) Develop adaptations to service delivery reflecting a diversity between and within cultures.

Equal Employment Opportunity

The policy of MVP is to select the best qualified person for each position in our organization. MVP does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, age, disability, marital status, or any other characteristic protected by law.

Any employee with questions or concerns about any type of discrimination in the workplace is encouraged to bring these issues to the attention of their immediate supervisor. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination may be subject to disciplinary action, up to and including termination of employment.

Disability Accommodation

MVP is committed to complying fully with the Americans with Disabilities Act (ADA) and ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a nondiscriminatory basis.

Reasonable accommodation is available to all disabled employees, where their disability affects the performance of job functions. All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual.

Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation) as well as in job assignments, classifications, organizational structures, position descriptions, lines of progression, and seniority lists. Leave of all types will be available to all employees on an equal basis.

MVP is committed to taking all other actions necessary to ensure employment opportunity for persons with disabilities in accordance with the ADA and all other applicable Federal, State, and local laws.

ABSENTEE VOTER FILE LAYOUT

[illegible]

100200



1207752 85189 100200 1 6/03 1
414 *****AUTO**5-DIGIT 97408

RICHARD L BROWN

91228 N MILLER ST

COBURG, OR 97408-9260

91228 N MILLER ST

