

BIDDERS COMPANY NAME

REQUEST FOR PROPOSAL

#6137

BALLOT PRINTING PRIMARY/GENERAL ELECTIONS

FOR

WASHTENAW COUNTY ELECTION COMMISSION

Prepared by:

Washtenaw County
Purchasing Division
Administration Building
P.O. Box 8645
220 N. Main, Room B-35
Ann Arbor, MI 48107

Crystal A. Wake, C.P.M., CPPB
Buyer
(734) 222-6760



WASHTENAW COUNTY

Finance Department

Purchasing Division

P.O. Box 8645, 220 N. Main, Ann Arbor, MI 48107-8645
Phone (734) 222-6760, Fax (734) 222-6764

REQUEST FOR PROPOSAL #6137

May 3, 2004

Washtenaw County Purchasing Division on behalf of the Washtenaw County Election Commission is issuing a Sealed Request for Proposal (RFP) #6137 for Ballot Printing for the Primary and General Elections for 2004.

Sealed Proposals: Will be received in **triplicate (3)** at the following address:

**Washtenaw County Purchasing Division
220 N. Main Street, Room B-35
P. O. Box 8645
Ann Arbor, MI 48107-8645**

by 4:00 PM MONDAY MAY 17, 2004

This submission shall include the entire Request For Proposal document and any amendments if issued.

Proposals received after the above cited time will be considered a late quote and are not acceptable unless waived by the Purchasing Manager.

Please use the attached self-addressed label or the envelope must be clearly marked "SEALED RFP # 6137".

Please direct any questions regarding the specifications of this RFP to Melanie Weidmayer at (734) 222-6730 and any questions regarding the proposal to Crystal A. Wake at (734) 222-6760.

Thank you for your interest.

I. PROPOSAL

- Definitions:**
- “County”** is Washtenaw County in Michigan.
 - “Bidder”** an individual or business submitting a bid to Washtenaw County.
 - “Contractor”** one who contract to perform work or furnish materials in accordance with a contract.

Purpose of Proposal:

Ballot Printing for:
Statewide Primary Election on August 3, 2004
Statewide General Election on November 2, 2004

The Washtenaw County Election Commission is requesting proposals from qualified vendors to provide ballots for the Statewide Primary & Statewide General elections.

Time is of the essence for this printing. The deadlines that follow must be strictly followed. Failure to meet these deadlines may result in cancellation of the contract and the County Election Commission seeking damages.

Statewide Primary Election ballots must be delivered by: June 19, 2004.
Statewide General Election ballots must be delivered by: September 18, 2004.

The County Election Commission desires to select, through a competitive proposal process, the most qualified vendor with the most cost effective proposal to print ballots for these elections. The criteria for selection include responsiveness to the work outlined in this RFP, qualifications and cost. The County Election Commission prefers the printing of the ballots to be within the State of Michigan.

County elections are overseen by the Washtenaw County Election Commission and managed by the County Clerk/Register.

Proposal Terms:

A. Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected it will be the most advantageous regarding price, quality of service, the contractors qualifications and capabilities to provide the specified service, and other factors which Washtenaw County may consider. The County does not intend to award a purchase order fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a purchase order would be awarded, and negotiations would be undertaken with that contractor whose proposal is deemed to best meet the County's specifications and needs.

B. Proposals must be signed by an official authorized to bind the contractor to its provisions for at least a period of 60 days. Failure of the successful bidder to accept the obligation of the award may result in the cancellation of any award.

C. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFP's may be adjusted to allow for revisions. The entire proposal document with any amendments should be returned in triplicate. To be considered, original proposal and two copies must be at the County Purchasing Office on or before the date and time specified.

D. Proposals should be prepared simply and economically providing a straight-forward, concise description of the contractor's ability to meet the requirements of the RFP. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

E. The price quotations stated in the bidder's proposal will not be subject to any price increase from the date on which the proposal is opened at the County Purchasing Office to the mutually agreed to date of award.

F. For price increases to be considered, The Purchasing Division, shall be notified, in writing, by letter as well as a letter from the manufacturer 30 days prior to the increase taking effect.

G. The estimated quantity indicated on the Bid Sheet is an approximation of the requirement and is not binding on the County. The County has the right to order any quantity that the responsible department manager or the Purchasing Division manager deem necessary.

II. PROPOSAL SPECIFICATIONS

The proposal should include all of the following information:

- A. Bidder's Qualifications, years in business.
- B. At least three (3) current references of previous experience in printing statewide primary and statewide general elections. Include company name, contact name, telephone number and samples from previous elections.
- C. Bank reference with name and telephone number of contact person.
- D. Location of actual ballot printing.

III. STANDARD PROVISIONS FOR CONTRACTS

If a contract is awarded, the selected vendor will be required to adhere to a set of general contract provisions, which will become a part of any formal agreement. These provisions are general principles, which apply to all contractors of service to Washtenaw County such as the following:

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to Chief Deputy Clerk Register and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The County may review and inspect the Contractor's activities during the term of this contract.

Section 5 - When applicable, the Contractor will submit a final, written report to the County Administrator.

Section 6 - After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies.

ARTICLE V - PERSONNEL

Section 1 - The contractor will provide the required services and will not subcontract or assign the services without the County's written approval.

Section 2 - The Contractor will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that the Contractor is neither an employee nor an agent of the County for any purpose.

ARTICLE VI - INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

ARTICLE VII - INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Comprehensive/Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insured's and policy forms shall be subject to the approval of the Washtenaw County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions, which reduce coverage provided to Washtenaw County. Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the County Administrator, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE IX - INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest, which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE X - CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XII – LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$9.42 per hour with benefits or \$11.06 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and human Services poverty guidelines, will be made on or before April 30, 2002 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

ARTICLE XIII – EQUAL ACCESS

The Contractor shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XIV – OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XV - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Contractor, their successors and assigns. Neither the County nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XVI - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE XVII - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

ARTICLE XVIII - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XIX - CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XX - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

IV. TERMS AND CONDITIONS

Award: Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected it will be the most advantageous regarding price (See: "Low Bid" following), quality of service, the Contractors' qualifications and capabilities to provide the specified service, and other factors which the County may consider. The County does not intend to award the bid fully on the basis of any response made to the proposal. The County reserves the right to consider proposals for modifications at any time before the award, and negotiations would be undertaken with that contractor whose proposal is deemed to best meet the County's specifications and needs.

In evaluating proposals and reaching a determination as to which is the lowest responsible bidder, the County may consider the following:

The ability, capacity and skill of the bidder to provide the services or supplies required.

Whether the bidder can provide the services or supplies promptly or within the time frame specified without delay or interference.

The bidders character, integrity, reputation, judgment, experience and efficiency of their business.

The quality, availability and adaptability of the supplies or services to the particular use required.

The ability of the bidder to provide future maintenance and service.

Bidder's warranty or other guarantee of customer service and satisfaction on their products and services.

The County intends to award the bid to the most responsive and responsible vendor or vendors who can meet all the requirements the County set forth in the bid.

Low Bidder: Low Bidder will be based on lowest total price for all services on the Bid sheets. (See Bid Price Sheets)

Term of Bid: The bid shall be for a period of one (1) year.

BID SHEET

OPTECH III-P EAGLE VOTE TABULATION BALLOT SPECIFICATIONS

The Washtenaw County Clerk/Register will provide the vendor with PDF files for the Optech ballots. **Printing must be done using the PDF files supplied by the Washtenaw County Clerk/Register.** Ballot printing must comply with strict technical manufacturer specifications for the election system. Ballots are to be printed on an offset press using 110 pound index paper. Ballots are to be numbered, perforated and shrink wrapped in packages of 100 and delivered to the appropriate city/township clerk. (See Delivery Locations)

Approximately 55,000 Primary and 80,000 General – 66 different ballot styles

Sample ballots – 50 per ballot style, delivered to the appropriate city/township

Test ballots – 100 per ballot style, delivered to the appropriate city/township

Test ballots – 10 per ballot style to be delivered to the County Clerk/Register

ACCU-VOTE BALLOT SPECIFICATIONS

The Washtenaw County Clerk/Register will provide the vendor with PDF files for the Accu-Vote Ballots. **Printing must be done using the PDF files supplied by the Washtenaw County Clerk/Register.** Ballot printing must comply with the strict technical manufacturer specifications for the election system. Ballots are to be printed on an offset press using 110 pound index paper. Ballots are to be numbered, perforated and shrink wrapped in packages of 100 and delivered to the appropriate city/township clerk. (See Deliver Locations)

Approximately 60,000 Primary and 93,000 General – 105 different ballot styles

Sample ballots – 50 per ballot style, delivered to the appropriate city/township

Test ballots – 100 per ballot style, delivered to the appropriate city/township

Test ballots – 10 per ballot style to be delivered to the County Clerk/Register

DELIVERY LOCATIONS

Washtenaw County Clerk/Register	200. N. Main St., Ann Arbor, MI 48107
Ann Arbor City Clerk	100. N. Fifth St., Ann Arbor, MI 48104
Chelsea City Clerk	305 S. Main St. Ste 100., Chelsea, MI 48118
Milan City Clerk	147 Wabash St., Milan, MI 48160
Saline City Clerk	100 N. Harris St., Saline, MI 48176
Ypsilanti City Clerk	1. S. Huron St., Ypsilanti, MI 48197
Ann Arbor Township Clerk	3792 Pontiac Trail, Ann Arbor, MI 48105
Augusta Township Clerk	8021 Talladay Rd., Whittaker, MI 48190
Bridgewater Township Clerk	13360 Austin Rd., Manchester, MI 48158
Dexter Township Clerk	4221 Rider Ct., Dexter, MI 48130
Freedom Township Clerk	4383 Lima Center Rd., Ann Arbor, MI 48103
Lima Township Clerk	10411 Dexter Chelsea Rd., Dexter, MI 48130
Lodi Township Clerk	3755 Pleasant Lake Rd., Ann Arbor, MI 48103
Lyndon Township Clerk	17751 N. Territorial Rd., Chelsea, MI 48118
Manchester Township Clerk	275 S. Macomb St., Manchester, MI 48158
Northfield Township Clerk	75 Barker Rd., Whitmore Lake, MI 48189
Pittsfield Township Clerk	6201 W. Michigan Ave., Ann Arbor, MI 48108
Salem Township Clerk	9600 Six Mile Rd., Salem, MI 48175
Saline Township Clerk	4725 Willow Rd., Saline, MI 48176
Scio Township Clerk	827 N. Zeeb Rd., Ann Arbor, MI 48103
Sharon Township Clerk	17250 Bethel Church Rd., Manchester, MI 48158
Superior Township Clerk	3040 N. Prospect Rd., Ypsilanti, MI 48198
Sylvan Township Clerk	18027 Old US 12, Chelsea, MI 48118
Webster Township Clerk	5665 Webster Church Rd., Dexter, MI 48130
York Township Clerk	11560 Stony Creek Rd., Milan, MI 48160
Ypsilanti Township Clerk	7200 S. Huron River Dr., Ypsilanti, MI 48197

BID PRICE SHEET

OPTECH III-P EAGLE VOTE TABULATION BALLOTS PRICE

Approximately 66 different ballot styles:

Primary Election	40,000	\$_____ Per Ballot
	50,000	\$_____ Per Ballot
	60,000	\$_____ Per Ballot
General Election	65,000	\$_____ Per Ballot
	75,000	\$_____ Per Ballot
	80,000	\$_____ Per Ballot
	85,000	\$_____ Per Ballot

ACCU-VOTE ES-2000 VOTE TABULATION BALLOTS PRICE

Approximately 105 different ballot styles:

Primary Election	40,000	\$_____ Per Ballot
	50,000	\$_____ Per Ballot
	60,000	\$_____ Per Ballot
	70,000	\$_____ Per Ballot
General Election	65,000	\$_____ Per Ballot
	70,000	\$_____ Per Ballot
	75,000	\$_____ Per Ballot
	80,000	\$_____ Per Ballot
	100,000	\$_____ Per Ballot

SIGNATURE PAGE

Signature

Company Name

Print Name

Company Address

Title

City **State** **Zip**

Telephone Number

Fax Number

Federal ID Number

The above individual is authorized to sign on behalf of the company submitting the proposal.