

# COUNTY OF FRESNO

## REQUEST FOR PROPOSAL

### NUMBER: 700-5340

### SAMPLE BALLOT PRINTING

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Issue Date: April 2, 2015

Closing Date: MAY 7, 2015

Proposal will be considered LATE when the official Purchasing time clock reads 2:00 P.M.

Questions regarding this RFP should be directed to: Gary E. Cornuelle,  
phone (559) 600-7114, e-mail [gcornuelle@co.fresno.ca.us](mailto:gcornuelle@co.fresno.ca.us).

Check County of Fresno Purchasing's Open Solicitations  
website at <https://www2.co.fresno.ca.us/0440/Bids/BidsHome.aspx>  
for RFP documents and changes.

Please submit all Proposals to:

County of Fresno - Purchasing  
4525 E. Hamilton Avenue, 2<sup>nd</sup> Floor  
Fresno, CA 93702-4599

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#### BIDDER TO COMPLETE

UNDERSIGNED AGREES TO FURNISH THE COMMODITY OR SERVICE STIPULATED IN THE ATTACHED PROPOSAL SCHEDULE AT THE PRICES AND TERMS STATED, SUBJECT TO THE "COUNTY OF FRESNO PURCHASING STANDARD INSTRUCTIONS AND CONDITIONS FOR REQUEST FOR PROPOSALS (RFP'S)" ATTACHED.

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COMPANY

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ADDRESS

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CITY

STATE

ZIP CODE

( )

( )

TELEPHONE NUMBER

FACSIMILE NUMBER

E-MAIL ADDRESS

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SIGNED BY

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PRINT NAME

TITLE

**COUNTY OF FRESNO PURCHASING**  
**STANDARD INSTRUCTIONS AND CONDITIONS FOR**  
**REQUESTS FOR PROPOSALS (RFP'S) AND REQUESTS FOR QUOTATIONS (RFQ'S)**

Note: the reference to "bids" in the following paragraphs applies to RFP's and RFQ's

**GENERAL CONDITIONS**

By submitting a bid the bidder agrees to the following conditions. These conditions will apply to all subsequent purchases based on this bid.

**1. BID PREPARATION:**

- A) All prices and notations must be typed or written in ink. No erasures permitted. Errors may be crossed out, initialed and corrections printed in ink by person signing bid.
- B) Brand Names: Brand names and numbers when given are for reference. Equal items will be considered, provided the offer clearly describes the article and how it differs from that specified. In the absence of such information it shall be understood the offering is exactly as specified.
- C) State brand or make of each item. If bidding on other than specified, state make, model and brand being bid and attach supporting literature/specifications to the bid.
- D) Bid on each item separately. Prices should be stated in units specified herein. All applicable charges must be quoted; charges on invoice not quoted herein will be disallowed.
- E) Time of delivery is a part of the consideration and must be stated in definite terms and must be adhered to. F.O.B. Point shall be destination or freight charges must be stated.
- F) All bids must be dated and signed with the firm's name and by an authorized officer or employee.
- G) Unless otherwise noted, prices shall be firm for one hundred eighty (180) days after closing date of bid.

**2. SUBMITTING BIDS:**

- A) Each bid must be submitted on forms provided in a sealed envelope/package with bid number and closing date and time on the outside of the envelope/package.
- B) Interpretation: Should any discrepancies or omissions be found in the bid specifications or doubt as to their meaning, the bidder shall notify the Buyer in writing at once. The County shall not be held responsible for verbal interpretations. Questions regarding the bid must be received by Purchasing stated within this document. All addenda issued shall be in writing, duly issued by Purchasing and incorporated into the contract.
- C) ISSUING AGENT/AUTHORIZED CONTACT: This RFP/RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFP/RFQ, its content, and all issues concerning it.

All communication regarding this RFP/RFQ shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFP/RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of

contact for discussions or information pertaining to the RFP/RFQ. Contact with any other County representative, including elected officials, for the purpose of discussing this RFP/RFQ, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFP/RFQ, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

- D) Bids received after the closing time will NOT be considered.
- E) Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.

**3. FAILURE TO BID:**

- A) If not bidding, return bid sheet and state reason for no bid or your name may be removed from mailing list.

**4. TAXES, CHARGES AND EXTRAS:**

- A) County of Fresno is subject to California sales and/or use tax (8.225%). Please indicate as a separate line item if applicable.
- B) **DO NOT** include Federal Excise Tax. County is exempt under Registration No. 94-73-03401-K.
- C) County is exempt from Federal Transportation Tax. Exemption certificate is not required where shipping papers show consignee as County of Fresno.
- D) Charges for transportation, containers, packing, etc. will not be paid unless specified in bid.

**5. W-9 – REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION & CALIFORNIA FORM 590 WITHHOLDING EXEMPTION CERTIFICATE:**

Upon award of bid, the vendor shall submit to County Purchasing, a completed IRS Form W-9 - Request for Taxpayer Identification Number and

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Certification and a California Form 590 Withholding Exemption Certificate if not currently a County of Fresno approved vendor.

### 6. AWARDS:

- A) Award(s) will be made to the most responsive responsible bidder; however, the Fresno County Local Vendor Preference and/or the Disabled Veteran Business Enterprise Preference shall take precedence when applicable. Said Preferences apply only to Request for Quotations for materials, equipment and/or supplies only (no services); the preference do not apply to Request for Proposals. RFQ evaluations will include such things as life-cycle cost, availability, delivery costs and whose product and/or service is deemed to be in the best interest of the County. The County shall be the sole judge in making such determination.
- B) Unless bidder gives notice of all-or-none award in bid, County may accept any item, group of items or on the basis of total bid.
- C) The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids.
- D) Award Notices are tentative: Acceptance of an offer made in response to this RFP/RFQ shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.
- E) After award, all bids shall be open to public inspection. The County assumes no responsibility for the confidentiality of information offered in a bid.

### 7. TIE BIDS:

All other factors being equal, the contract shall be awarded to the Fresno County vendor or, if neither or both are Fresno County vendors, it may be awarded by the flip of a coin in the presence of witnesses or the entire bid may be rejected and re-bid. If the General Requirements of the RFQ state that they are applicable, the provisions of the Fresno County Local Vendor Preference shall take priority over this paragraph.

### 8. PATENT INDEMNITY:

The vendor shall hold the County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this bid.

### 9. SAMPLES:

Samples, when required, must be furnished and delivered free and, if not destroyed by tests, will upon written request (within thirty (30) days of bid closing date) be returned at the bidder's expense. In the absence of such notification, County shall have the right to dispose of the samples in whatever manner it deems appropriate.

### 10. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

- A) In case of default by vendor, the County may procure the articles or service from another source and may recover the cost difference and related expenses occasioned thereby from any unpaid balance due the vendor or by proceeding against performance bond of the vendor, if any, or by suit against the vendor. The prices paid by the County shall be considered the prevailing market price at the time such purchase is made.
- B) Articles or services, which upon delivery inspection do not meet specifications, will be rejected and the vendor will be considered in

default. Vendor shall reimburse County for expenses related to delivery of non-specified goods or services.

- C) Regardless of F.O.B. point, vendor agrees to bear all risks of loss, injury or destruction to goods and materials ordered herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder.

### 11. DISCOUNTS:

Terms of less than fifteen (15) days for cash payment will be considered as net in evaluating this bid. A discount for payment within fifteen (15) days or more will be considered in determining the award of bid. Discount period will commence either the later of delivery or receipt of invoice by the County. Standard terms are Net forty-five (45) days.

### 12. SPECIAL CONDITIONS IN BID SCHEDULE SUPERSEDE GENERAL CONDITIONS:

The "General Conditions" provisions of this RFP/RFQ shall be superseded if in conflict with any other section of this bid, to the extent of any such conflict.

### 13. SPECIAL REQUIREMENT:

With the invoice or within twenty-five (25) days of delivery, the seller must provide to the County a Material Safety Data Sheet for each product, which contains any substance on "The List of 800 Hazardous Substances", published by the State Director of Industrial Relations. (See Hazardous Substances Information and Training Act, California State Labor Code Sections 6360 through 6399.7.)

### 14. RECYCLED PRODUCTS/MATERIALS:

Vendors are encouraged to provide and quote (with documentation) recycled or recyclable products/materials which meet stated specifications.

### 15. YEAR COMPLIANCE WARRANTY:

Vendor warrants that any product furnished pursuant to this Agreement/order shall support a four-digit year format and be able to accurately process date and time data from, into and between the twentieth and twenty-first centuries, as well as leap year calculations. "Product" shall include, without limitation, any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein. This warranty shall survive termination or expiration of this Agreement.

In the event of any decrease in product functionality or accuracy related to time and/or date data related codes and/or internal subroutines that impede the product from operating correctly using dates beyond December 31, 1999, vendor shall restore or repair the product to the same level of functionality as warranted herein, so as to minimize interruption to County's ongoing business process, time being of the essence. In the event that such warranty compliance requires the acquisition of additional programs, the expense for any such associated or additional acquisitions, which may be required, including, without limitation, data conversion tools, shall be borne exclusively by vendor. Nothing in this warranty shall be construed to limit any rights or remedies the County may otherwise have under this Agreement with respect to defects other than year performance.

### 16. PARTICIPATION:

Bidder may agree to extend the terms of the resulting contract to other political subdivision, municipalities and tax-supported agencies.

Such participating Governmental bodies shall make purchases in their own name, make payment directly to bidder, and be liable directly to the bidder, holding the County of Fresno harmless.

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### 17. CONFIDENTIALITY:

All services performed by vendor shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

Vendor shall submit to County's monitoring of said compliance.

Vendor may be a business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures if PHI may not be more expansive than those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

Vendor shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

### 18. APPEALS:

Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP/RFQ. Appeals should be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue, Fresno, California 93702-4599. Appeals should address only areas regarding RFP contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP/RFQ process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) working days after Purchasing's notification; except if, notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.

### 19. OBLIGATIONS OF CONTRACTOR:

A) CONTRACTOR shall perform as required by the ensuing contract. CONTRACTOR also warrants on behalf of itself and all subcontractors engaged for the performance of the ensuing contract that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

B) CONTRACTOR shall obey all Federal, State, local and special district laws, ordinances and regulations.

### 20. AUDITS & RETENTION:

The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three (3) years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

### 21. DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS:

Applies to Request for Proposal (RFP); does not apply to Request for Quotation (RFQ) unless specifically stated elsewhere in the RFQ document.

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as "Bidder"):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
  - fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
  - violation of a federal or state antitrust statute;
  - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
  - false statements or receipt of stolen property

Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

### 22. DATA SECURITY:

Individuals and/or agencies that enter into a contractual relationship with the COUNTY for the purpose of providing services must employ adequate controls and data security measures, both internally and externally to ensure and protect the confidential information and/or data provided to contractor by the COUNTY, preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of COUNTY data including sensitive or personal client information; abuse of COUNTY resources; and/or disruption to COUNTY operations.

Individuals and/or agencies may not connect to or use COUNTY networks/systems via personally owned mobile, wireless or handheld devices unless authorized by COUNTY for telecommuting purposes and provide a secure connection; up to date virus protection and mobile devices must have the remote wipe feature enabled. Computers or computer peripherals including mobile storage devices may not be used (COUNTY or Contractor device) or brought in for use into the COUNTY's system(s) without prior authorization from COUNTY's Chief Information Officer and/or designee(s).

No storage of COUNTY's private, confidential or sensitive data on any hard-disk drive, portable storage device or remote storage installation unless encrypted according to advance encryption standards (AES of 128 bit or higher).

The COUNTY will immediately be notified of any violations, breaches or potential breaches of security related to COUNTY's confidential information,

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data and/or data processing equipment which stores or processes COUNTY data, internally or externally.

COUNTY shall provide oversight to Contractor's response to all incidents arising from a possible breach of security related to COUNTY's confidential client information. Contractor will be responsible to issue any notification to affected individuals as required by law or as deemed necessary by COUNTY in its sole discretion. Contractor will be responsible for all costs incurred as a result of providing the required notification.

### 23. PURCHASING LOCATION & HOURS:

Fresno County Purchasing is located at 4525 E. Hamilton Avenue (**second floor**), Fresno, CA 93702. Non-holiday hours of operation are Monday through Friday, 8:00 A.M. to 12:00 Noon and 1:00 P.M. to 5:00 P.M. PST; Purchasing is closed daily from 12:00 Noon to 1:00 P.M. The following holiday office closure schedule is observed:

January 1*	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
Third Monday in February	Washington - Lincoln Day
March 31*	Cesar Chavez' Birthday
Last Monday in May	Memorial Day
July 4*	Independence Day
First Monday in September	Labor Day
November 11*	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
Friday following Thanksgiving	
December 25*	Christmas

\* When this date falls on a Saturday, the holiday is observed the preceding Friday. If the date falls on a Sunday, the holiday is observed the following Monday.

### 24. FRESNO COUNTY BOARD OF SUPERVISORS ADMINISTRATIVE POLICIES:

The link below references the Fresno County Board of Supervisors Administrative policies that will apply to this Request for Proposal.

#### ADMINISTRATIVE POLICY NUMBER 5

##### Contract Salary Limitation Fresno

County Administrative Policy No. 5 provides that in contracts with non-profit organizations that primarily serve Fresno County and professional service contracts where Fresno County is the sole client, the contractors must agree to the following contract language: "The contractor agrees to limit administrative cost to a maximum of 15% of the total program budget and to limit employee benefits to a maximum of 20% of total salaries for those employees working under this agreement during the term of the agreement. Failure to conform to this provision will be grounds for contract termination at the option of the County of Fresno." Any bidder that wishes an exemption from this contract requirements must set forth the request for exemption, as well as a complete explanation of why the exemption should be granted, in the bidder's response to the RFP. Only the Board of Supervisors can approve such exemption.

**Policy Statement:** Contractors shall be limited to a maximum 15% administrative cost as compared to the total program budget and employee benefits shall be limited to a maximum of 20% of salaries.

The following language will be included in each applicable contract:

"The contractor agrees to limit administrative cost to a maximum of 15% of the total program budget and to limit employee benefits to a maximum of 20% of total salaries for those employees working under this agreement during the term of this agreement. Failure to conform to this provision will be grounds for contract termination at the option of the County of Fresno."

The above provision shall be applied to renewal or multi-year contracts with non-profit organizations which primarily serve Fresno County and professional services contracts where

Fresno County is the sole client, such as:

- Community based organization service contracts related to social services, health services, or probation services.
- Cultural art program contracts.
- Professional services contracts.

This policy will not apply to contracts between the County and the Federal or State governments; or one-time contracts. The Board of Supervisors will consider exemptions to this policy only upon the recommendation of the County Administrative Office.

**Management Responsibility:** It shall be the responsibility of any County official authorized by the Board of Supervisors to execute contracts or enter into agreements on behalf of the County to review all applicable contracts to insure that this policy is fully enforced.

It shall be the responsibility of the County Administrative Officer to review requests for exemptions to this policy and to make recommendations to the Board of Supervisors on such requests for exemption.

#### ADMINISTRATIVE POLICY NUMBER 34

##### Competitive Bids and Requests for Proposals

Fresno County Administrative Policy No. 34 provides that no person, firm or subsidiary thereof who has been awarded a consulting services contract by the County, may submit a bid for, or be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract. Any bidder that wishes an exemption from this contract limitation must set forth the request for exemption, as well as a complete explanation of why the exemption should be granted, in the bidder's response to the RFP. Only the Board of Supervisors, on a four-fifths (4/5) vote finding that such waiver is in the best interests of the County, can waive this policy.

**Definitions:** Purchasing Authority and Responsibility – In accordance with the State of California Government Code Section 25500 et seq., and the Fresno County Ordinance Code Chapter 2.56, the Board of Supervisors has established a County Purchasing Agent. The Board has designated the County Administrative Officer as the Purchasing Agent. Unless otherwise restricted, all necessary authority and responsibility has been delegated to the Purchasing Agent to satisfy the acquisition requirements of the County. The Purchasing Agent may defer day-to-day acquisition management to the Purchasing Manager as appropriate.

**Policy Statement:** Competitive bids or requests for proposals shall be secured for all contracts for goods or services which are proposed to be acquired by the County except when in unusual or extraordinary

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circumstances, a department head, requests an exception to competitive bidding. All such requests must be documented by the department head including a detailed description of the facts justifying the exception. The request must receive concurrence of the procurement authority who will sign that particular contract i.e. the Board of Supervisors or Purchasing Agent/Purchasing Manager. The following circumstances are examples which constitute "Suspension of Competition":

- In an emergency when goods or services are immediately necessary for the preservation of the public health, welfare, or safety, or for the protection of County property.
- When the contract is with a federal, state, or local governmental agency.
- When the department head, with the concurrence of the Purchasing Agent, finds that the cost of preparing and administering a competitive bidding process in a particular case will equal or exceed the estimated contract amount or \$1,000 whichever is more.
- When a contract provides only for payment of per diem and travel expenses and there is to be no payment for services rendered.
- When obtaining the services of expert witnesses for litigation or special counsel to assist the County.
- When in unusual or extraordinary circumstances, the Board of Supervisors or the Purchasing Agent/Purchasing Manager determines that the best interests of the County would be served by not securing competitive bids or issuing a request for proposal.

Contracts for services should not usually cover a period of more than one year although a longer period may be approved in unusual circumstances. Multiple year contracts must include provisions for early termination and must be contingent on available funding. Unless exempted as provided for above, no contract for service shall extend, either by original contract or by extension, beyond three years unless competitive bids have been sought or a Request for Proposal has been processed.

During any competitive bidding procedure, all bids shall be opened publicly and the dollar amount of each bid shall be read aloud. Under no circumstance shall a bid which is received at the designated place of opening after the closing time be opened or considered.

Contracts for goods or services shall not be effective until approved by the Board of Supervisors or, if appropriate, the Purchasing Agent/Purchasing Manager. Contractors and vendors shall be advised by the responsible department head that performance under the contract may not commence prior to such approval.

### Medical Professional Contracts

The competitive recruitment process, annual performance evaluation, and periodic salary surveys are equivalent to competitive bids for independent physicians contracting with the County on a fee for service basis.

A salary survey for physician services shall be conducted every two years.

Contracts for physician services shall not extend, either by original contract or by extension, beyond five years unless competitive bids have been sought or unless exempted as provided above.

### Contracts for Legal Services

The competitive recruitment process, annual performance evaluation, and periodic salary surveys are equivalent to competitive bids for independent law firms and attorneys contracting with the County on a fee for service basis.

A salary survey for legal services shall be conducted every two years.

The selection of and contracting with firms to provide legal services shall be coordinated through the County Counsel's Office. The County Counsel shall assist in securing a law firm with the requisite legal expertise and price structure that would provide the best service to the County. County Counsel shall be involved throughout the process of selecting a firm, developing a contract, and monitoring the billing and services provided throughout the contract period.

### Prohibited Bids Concerning End Product of Consulting Contracts

No person, firm, or subsidiary thereof who has been awarded a consulting services contract by the County, shall be awarded a contract for the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract. This policy may be waived by the Board of Supervisors on a four-fifths (4/5) vote finding that such waiver is in the best interests of the County.

**Management Responsibility:** The County Administrative Officer is responsible for preparing and issuing written procedures to assure compliance with this policy by all County officials and departments.

## ADMINISTRATIVE POLICY NUMBER 71

### Prohibiting the Use of Public Funds for Political Advocacy

Fresno County Administrative Policy No. 71 provides that no County assets, including money, shall be used for political campaigns of any type. Political campaigns are defined as political advocacy for or opposition to a matter or person that has qualified for the ballot. No contract entered into by the County shall provide for use of County monies for political campaigns.

**Policy Statement:** Government assets, including money, grant funds, paid staff time, equipment and supplies, facilities or any other government asset shall not be used for political campaigns of any type. Political campaigns are defined as political advocacy for or opposition to a matter or person that has qualified for the ballot.

**Management Responsibility:** Department Heads shall be held responsible for ensuring that government assets within their control are not used to advocate for or against any matter or person that has qualified for the ballot.

This section does not prohibit the expenditure of government assets to create and provide informational or educational materials regarding a matter that has qualified for the ballot. Such information or educational materials shall provide a fair, accurate and impartial presentation of relevant information relating to the matter that has qualified for the ballot. However, government assets shall not be expended to create and provide such informational or educational materials in the 90 days prior to the election unless specifically authorized by the Board of Supervisors or required by the Public Records Act or other law.

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## OVERVIEW

The County of Fresno, on behalf of County Clerk/Registrar of Voters (ROV), is requesting proposals from qualified vendors to provide sample ballot booklets as mandated by California Elections Code. Sample ballot booklets include a facsimile of the official ballot and a voter pamphlet section. The sample ballot included in the booklet shall be identical to the official ballot. Sample ballot booklets shall be printed on paper of a different texture from the paper to be used for the official ballot. Sample ballot booklets are mailed to each registered voter for each election and can be mailed starting E-40 to E-15.

Upcoming regularly scheduled elections include: 1) November 3, 2015 Uniform District Election Law (UDEL), 2) June 7, 2016 Statewide Presidential Primary, 3) November 8, 2016 Statewide Presidential General, 4) March 2017 City of Clovis 5) November 7, 2017 UDEL, 6) June 5, 2018 Statewide Gubernatorial Primary, 7) November 6, 2018 Statewide Gubernatorial General, 8) March 2019 City of Clovis, 9) November 5, 2019 UDEL, and 10) June 2, 2020 Statewide Presidential Primary. This contract will also include any unscheduled elections during the contract period.

Qualified vendor(s) must be able to provide services for all elections called between July 2015 and June 2020.

The County anticipates contracting for a three year period beginning July 1, 2015 through June 30, 2018, with the option to renew for two (2) additional one (1) year periods through June 30, 2020. The selected vendor will provide a full scope of services identified herein.

This Request for Proposals (RFP) may result in a single award.

## KEY DATES

<b>RFP Issue Date:</b>	<b>April 2, 2015</b>
<b>Vendor Conference:</b> <i>Vendors are to contact Gary E. Cornuelle at (559) 600-7114 if planning to attend vendor conference.</i>	<b>April 17, 2015 at 9:00 A.M.</b> County of Fresno Purchasing 4525 E. Hamilton Avenue, 2 <sup>nd</sup> Floor Fresno, CA 93702
<b>Deadline for Written Requests for Interpretations or Corrections of RFP:</b>	<b>April 24, 2015 10:00 A.M.</b> E-Mail: <a href="mailto:gcornuelle@co.fresno.ca.us">gcornuelle@co.fresno.ca.us</a>
<b>RFP Closing Date:</b>	<b>May 7, 2015 at 2:00 P.M.</b> County of Fresno Purchasing 4525 E. Hamilton Avenue, 2 <sup>nd</sup> Floor Fresno, CA 93702



## TRADE SECRET ACKNOWLEDGEMENT

All proposals received by the County shall be considered "Public Record" as defined by Section 6252 of the California Government Code. This definition reads as follows:

"...Public records" includes any writing containing information relating to the conduct of the public's business prepared, owned, used or retained by any state or local agency regardless of physical form or characteristics "Public records" in the custody of, or maintained by, the Governor's office means any writing prepared on or after January 6, 1975."

Each proposal submitted is Public record and is therefore subject to inspection by the public per Section 6253 of the California Government Code. This section states that "every person has a right to inspect any public record".

The County will not exclude any proposal or portion of a proposal from treatment as a public record except in the instance that it is submitted as a trade secret as defined by the California Government Code. Information submitted as proprietary, confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record.

"Trade secrets" as defined by Section 6254.7 of the California Government Code are deemed not to be public record. This section defines trade secrets as:

"...Trade secrets," as used in this section, may include, but are not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data or compilation of information that is not patented, which is known only to certain individuals within a commercial concern who are using it to fabricate, produce, or compound an article of trade or a service having commercial value and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it."

Information identified by bidder as "trade secret" will be reviewed by County of Fresno's legal counsel to determine conformance or non-conformance to this definition. Such material should be submitted in a separate binder marked "Trade Secret". Examples of material not considered to be trade secrets are pricing, cover letter, promotional materials, etc.

**INFORMATION THAT IS PROPERLY IDENTIFIED AS TRADE SECRET AND CONFORMS TO THE ABOVE DEFINITION WILL NOT BECOME PUBLIC RECORD. COUNTY WILL SAFEGUARD THIS INFORMATION IN AN APPROPRIATE MANNER.**

Information identified by bidder as trade secret and determined not to be in conformance with the California Government Code definition shall be excluded from the proposal. Such information will be returned to the bidder at bidder's expense upon written request.

Trade secrets must be submitted in a separate binder that is plainly marked "Trade Secrets."

The County shall not in any way be liable or responsible for the disclosure of any proposals or portions thereof, if they are not (1) submitted in a separate binder that is plainly marked "Trade Secret" on the outside; and (2) if disclosure is required or allowed under the provision of law or by order of Court.

Vendors are advised that the County does not wish to receive trade secrets and that vendors are not to supply trade secrets unless they are absolutely necessary.

## TRADE SECRET ACKNOWLEDGEMENT

I have read and understand the above "Trade Secret Acknowledgement."

I understand that the County of Fresno has no responsibility for protecting information submitted as a trade secret if it is not delivered in a separate binder plainly marked "Trade Secret." I also understand that all information my company submits, except for that information submitted in a separate binder plainly marked "Trade Secret," are public records subject to inspection by the public. This is true no matter whether my company identified the information as proprietary, confidential or under any other such terms that might suggest restricted public access.

Enter company name on appropriate line:

	Has submitted information identified as Trade Secrets in a separate marked binder.**
(Company Name)	
	Has <b>not</b> submitted information identified as Trade Secrets. Information submitted as proprietary confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record.
(Company Name)	

### ACKNOWLEDGED BY:

	( )	
Signature		Telephone
Print Name and Title	Date	
Address		
City	State	Zip

\*\*Bidders brief statement that clearly sets out the reasons for confidentiality in conforming with the California Government Code definition.

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## DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as "Bidder"):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
  - fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
  - violation of a federal or state antitrust statute;
  - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
  - false statements or receipt of stolen property
- Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

Disclosure of the above information will not automatically eliminate a Bidder from consideration. The information will be considered as part of the determination of whether to award the contract and any additional information or explanation that a Bidder elects to submit with the disclosed information will be considered. If it is later determined that the Bidder failed to disclose required information, any contract awarded to such Bidder may be immediately voided and terminated for material failure to comply with the terms and conditions of the award.

Any Bidder who is awarded a contract must sign an appropriate Certification Regarding Debarment, Suspension, and Other Responsibility Matters. Additionally, the Bidder awarded the contract must immediately advise the County in writing if, during the term of the agreement: (1) Bidder becomes suspended, debarred, excluded or ineligible for participation in federal or state funded programs or from receiving federal funds as listed in the excluded parties list system (<http://www.epls.gov>); or (2) any of the above listed conditions become applicable to Bidder. The Bidder will indemnify, defend and hold the County harmless for any loss or damage resulting from a conviction, debarment, exclusion, ineligibility or other matter listed in the signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS**

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

**CERTIFICATION**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: \_\_\_\_\_  
\_\_\_\_\_  
(Printed Name & Title)

Date: \_\_\_\_\_  
\_\_\_\_\_  
(Name of Agency or Company)

**VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR PROPOSAL**

**Firm:** \_\_\_\_\_

**REFERENCE LIST**

Provide a list of at least five (5) customers for whom you have recently provided similar services. Be sure to include all requested information.

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

***Failure to provide a list of at least five (5) customers may be cause for rejection of this RFP.***

## PARTICIPATION

The County of Fresno is a member of the Central Valley Purchasing Group. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County.

☐ Yes, we will extend contract terms and conditions to all qualified agencies within the Central Valley Purchasing Group and other tax supported agencies.

☐ No, we will not extend contract terms to any agency other than the County of Fresno.

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(Authorized Signature)

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Title

**\* Note: This form/information is not rated or ranked in evaluating proposal.**

## GENERAL REQUIREMENTS

**DEFINITIONS:** The terms Bidder, Proposer, Contractor and Vendor are all used interchangeably and refer to that person, partnership, corporation, organization, agency, etc. which is offering the proposal and is identified on the Proposal Identification Sheet.

**RFP CLARIFICATION AND REVISIONS:** Any revisions to the RFP will be issued and distributed as written addenda.

**FIRM PROPOSAL:** All proposals shall remain firm for at least one hundred eighty (180) days.

**PROPOSAL PREPARATION:** Proposals should be submitted in the formats shown under "PROPOSAL CONTENT REQUIREMENTS" section of this RFP.

County of Fresno will not be held liable or any cost incurred by bidders responding to RFP.

Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.

**SUPPORTIVE MATERIAL:** Additional material may be submitted with the proposal as appendices. Any additional descriptive material that is used in support of any information in your proposal must be referenced by the appropriate paragraph(s) and page number(s).

Bidders are asked to submit their proposals in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified in the Table of Contents. Pages must be numbered on the bottom of each page.

Any proposal attachments, documents, letters and materials submitted by the vendor shall be binding and included as a part of the final contract should your bid be selected.

**TAXES:** The quoted amount must include all applicable taxes. If taxes are not specifically identified in the proposal it will be assumed that they are included in the total quoted.

**SALES TAX:** Fresno County pays California State Sales Tax in the amount of 8.225% regardless of vendor's place of doing business.

**RETENTION:** County of Fresno reserves the right to retain all proposals, excluding proprietary documentation submitted per the instructions of this RFP, regardless of which response is selected.

**ORAL PRESENTATIONS:** Each finalist may be required to make an oral presentation in Fresno County and answer questions from County personnel.

**AWARD/REJECTION:** The award will be made to the vendor offering the overall proposal deemed to be to the best advantage of the County. The County shall be the sole judge in making such determination. The County reserves the right to reject any and all proposals. The lowest bidders are not arbitrarily the vendors whose proposals will be selected. Award Notices are tentative: Acceptance of an offer made in response to this RFP shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.

County Purchasing will chair or co-chair all award, evaluation and contract negotiation committees.



Award may require approval by the County of Fresno Board of Supervisors.

**WAIVERS:** The County reserves the right to waive any informalities or irregularities and any technical or clerical errors in any quote as the interest of the County may require.

**TERMINATION:** The County reserves the right to terminate any resulting contract upon written notice.

**MINOR DEVIATIONS:** The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.

**PROPOSAL REJECTION:** Failure to respond to all questions or not to supply the requested information could result in rejection of your proposal.

**ASSIGNMENTS:** The ensuing proposed contract will provide that the vendor may not assign any payment or portions of payments without prior written consent of the County of Fresno.

**BIDDERS LIABILITIES:** County of Fresno will not be held liable for any cost incurred by vendors in responding to the RFP.

**CONFIDENTIALITY:** Bidders shall not disclose information about the County's business or business practices and safeguard confidential data which vendor staff may have access to in the course of system implementation.

**DISPUTE RESOLUTION:** The ensuing contract shall be governed by the laws of the State of California.

Any claim which cannot be amicably settled without court action will be litigated in the U. S. District Court for the Eastern District of California in Fresno, CA or in a state court for Fresno County.

**NEWS RELEASE:** Vendors shall not issue any news releases or otherwise release information to any third party about this RFP or the vendor's quotation without prior written approval from the County of Fresno.

**BACKGROUND REVIEW:** The County reserves the right to conduct a background inquiry of each proposer/bidder which may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a proposal/bid to the County, the vendor consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the inquiry.

**PERFORMANCE BOND:** The successful bidders may be required to furnish a faithful performance bond. Bidders are to quote a separate price for a performance bond.

**ACQUISITIONS:** The County reserves the right to obtain the whole system/services/goods as proposed or only a portion of the system/services/goods, or to make no acquisition at all.

**OWNERSHIP:** The successful vendor will be required to provide to the County of Fresno documented proof of ownership by the vendor, or its designated subcontractor, upon request of the proposed programs/services/goods.

**EXCEPTIONS:** Identify with explanation, any terms, conditions, or stipulations of the RFP with which you *CAN NOT* or *WILL NOT* comply with by proposal group.

**ADDENDA:** In the event that it becomes necessary to revise any part of this RFP, addenda will be provided to all agencies and organizations that receive the basic RFP.

**SUBCONTRACTORS:** If a subcontractor is proposed, complete identification of the subcontractor and his tasks should be provided. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor.

**CONFLICT OF INTEREST:** The County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or public agencies for which the Board of Supervisors is the governing body.
2. Profit-making firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners or major shareholders.
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (1), and who were employees in positions of substantial responsibility in the area of service to be performed by the contract, or participated in any way in developing the contract or its service specifications.
4. Profit-making firms or businesses in which the former employees described in Subsection (3) serve as officers, principals, partners or major shareholders.
5. No County employee, whose position in the County enables him to influence the selection of a contractor for this RFP, or any competing RFP, and no spouse or economic dependent of such employee, shall be employees in any capacity by a bidder, or have any other direct or indirect financial interest in the selection of a contractor.
6. In addition, no County employee will be employed by the selected vendor to fulfill the vendor's contractual obligations to the County.

**ORDINANCE 3.08.130 – POST-SEPARATION EMPLOYMENT PROHIBITED**

No officer or employee of the County who separates from County service shall for a period of one year after separation enter into any employment, contract, or other compensation arrangement with any County consultant, vendor, or other County provider of goods, materials, or services, where the officer or employee participated in any part of the decision making process that led to the County relationship with the consultant, vendor or other County provider of goods, materials or services.

Pursuant to Government Code section 25132(a), a violation of the ordinance may be enjoined by an injunction in a civil lawsuit, or prosecuted as a criminal misdemeanor.

**EVALUATION CRITERIA:** Respondents will be evaluated on the basis of their responses to all questions and requirements in this RFP and product cost. The County shall be the sole judge in the ranking process and reserves the right to reject any or all bids. False, incomplete or unresponsive statements in connection with this proposal may be sufficient cause for its rejection.

**SELECTION PROCESS:** All proposals will be evaluated by a team consisting of representatives from appropriate County Department(s), and Purchasing. It will be their responsibility to make the final recommendations. Purchasing will chair or co-chair the evaluation or evaluation process.

Organizations that submit a proposal may be required to make an oral presentation to the Selection Committee. These presentations provide an opportunity for the individual, agency, or organization to clarify its proposal to ensure thorough, mutual understanding.

**INDEPENDENT CONTRACTOR:** In performance of the work, duties, and obligations assumed by Contractor under any ensuing Agreement, it is mutually understood and agreed that Contractor, including any and all of Contractor's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of the County. Furthermore, County shall have no right to control, supervise, or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to County employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of the Agreement, Contractor may be providing services to others unrelated to the COUNTY or to the Agreement.

**HOLD HARMLESS CLAUSE:** Contractor agrees to indemnify, save, hold harmless and at County's request, defend the County, its officers, agents and employees, from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to County in connection with the performance, or failure to perform, by Contractor, its officers, agents or employees under this Agreement and from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents or employees under this Agreement.

**SELF-DEALING TRANSACTION DISCLOSURE:** Contractor agrees that when operating as a corporation (a for-profit or non-profit corporation), or if during the term of the agreement the Contractor changes its status to operate as a corporation, members of the Contractor's Board of Directors shall disclose any self-dealing transactions that they are a party to while Contractor is providing goods or performing services under the agreement with the County. A self-dealing transaction shall mean a transaction to which the Contractor is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Fresno County Self-Dealing Transaction Disclosure Form and submitting it to the County prior to commencing with the self-dealing transaction or immediately thereafter.

**PRICE RESPONSIBILITY:** The selected vendor will be required to assume full responsibility for all services and activities offered in the proposal, whether or not they are provided directly. Further, the County of Fresno will consider the selected vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The contractor may not subcontract or transfer the contract, or any right or obligation arising out of the contract, without first having obtained the express written consent of the County.

**ADDRESSES AND TELEPHONE NUMBERS:** The vendor will provide the business address and mailing address, if different, as well as the telephone number of the individual signing the contract.

**ASSURANCES:** Any contract awarded under this RFP must be carried out in full compliance with The Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, their subsequent amendments, and any and all other laws protecting the rights of individuals and agencies. The County of Fresno has a zero tolerance for discrimination, implied or expressed, and wants to ensure that policy continues under this RFP. The contractor must also guarantee that services, or workmanship, provided will be performed in compliance with all applicable local, state, or federal laws and regulations pertinent to the types of services, or project, of the nature required under this RFP. In addition, the contractor may be required to provide evidence substantiating that their employees have the necessary skills and training to perform the required services or work.

**INSURANCE:**

Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

C. Professional Liability

If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

This coverage shall be issued on a per claim basis. Contractor agrees that it shall maintain, at its sole expense, in full force and effect for a period of three (3) years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.

D. Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Contractor shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees shall be excess only and not contributing with insurance provided under Contractor's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to County.

Within thirty (30) days from the date Contractor executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, County Clerk/Registrar of Voters, Attn: Daniel Rocha, 4525 E. Hamilton, Fresno, CA 93702, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County.

In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

**AUDIT AND RETENTION:** The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

**DEFAULT:** In case of default by the selected bidder, the County may procure materials and services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected bidder, or by any other legal means available to the County.

**BREACH OF CONTRACT:** In the event of breach of contract by either party, the other party shall be relieved of its obligations under this agreement and may pursue any legal remedies.

## **CONFIDENTIALITY**

All services performed by vendor shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

Vendor shall submit to County's monitoring of said compliance.

Vendor may be a Business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County, as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures of PHI may not be more expansive than those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

Vendor shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

## **APPEALS**

Appeals must be submitted in writing within \*seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP. Appeals shall be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue 2<sup>nd</sup> Floor, Fresno, California 93702-4599. Appeals should address only areas regarding RFP contradictions, procurement errors, proposal rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP process.

Purchasing will provide a written response to the complainant within \*seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) working days after Purchasing's notification; except, if notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.

\*The seven (7) working day period shall commence and be computed by excluding the first day and including the last day upon the date that the notification is issued by the County.

## **RIGHTS OF OWNERSHIP**

The County shall maintain all rights of ownership and use to all materials designed, created or constructed associated with this service/project/program.

## SPECIFIC BIDDING INSTRUCTIONS AND REQUIREMENTS

**ISSUING AGENT:** This RFP has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFP, its content, and all issues concerning it.

**AUTHORIZED CONTACT:** All communication regarding this RFP shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFP is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFP. Contact with any other County representative, including elected officials, for the purpose of discussing this RFP, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFP, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

**VENDOR CONFERENCE:** On April 17, 2015 at 9:00 A.M., a vendor's conference will be held in which the scope of the project and proposal requirements will be explained. The meeting will be held at the office of County of Fresno Purchasing, 4525 E. Hamilton (between Cedar and Maple), 2<sup>nd</sup> Floor, Fresno, California. Addendum will be prepared and distributed to all bidders only if necessary to clarify substantive items raised during the bidders' conference.

Bidders are to contact Gary E. Cornuelle at County of Fresno Purchasing, (559) 600-7114, if they are planning to attend the conference.

**NUMBER OF COPIES:** Submit one (1) original, with two (2) \*reproducible compact disc enclosed and six (6) copies of your proposal no later than the proposal acceptance date and time as stated on the front of this document to County of Fresno Purchasing. The cover page of each document is to be appropriately marked "Original" or "Copy".

**\*Bidder shall submit two (2) reproducible compact disc (i.e.: PDF file) containing the complete proposal excluding trade secrets. Compact disc should accompany the original binder and should be either attached to the inside cover of the binder or inserted in an attached sleeve or envelope in the front of the binder to insure the disc is not misplaced.**

**INTERPRETATION OF RFP:** Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFP and fully inform themselves as to the quality and character of services required. If any person planning to submit a proposal finds discrepancies in or omissions from the RFP or has any doubt as to the true meaning or interpretation, correction thereof may be requested at the scheduled Vendor Conference (see

above). Any change in the RFP will be made only by written addendum, duly issued by the County. The County will not be responsible for any other explanations or interpretations.

Questions may be submitted subsequent to the Vendor Conference, subject to the following conditions:

- a. Such questions are submitted in writing to the County Purchasing not later than April 20, 2015 at 9:00 a.m. Questions must be directed to the attention of Gary E. Cornuelle, Purchasing Manager.
- b. Such questions are submitted with the understanding that County can respond only to questions it considers material in nature.
- c. Questions shall be e-mailed to [gcornuelle@co.fresno.ca.us](mailto:gcornuelle@co.fresno.ca.us).

**NOTE:** The bidder is encouraged to submit all questions at the Vendor Conference. Time limitations can prevent a response to questions submitted after the conference.

**SELECTION COMMITTEE:** All proposals will be evaluated by a team co-chaired by Purchasing. All proposals will be evaluated by a review committee that may consist of County of Fresno Purchasing, department staff, community representatives from advisory boards and other members as appropriate.

The proposals will be evaluated in a multi-stage selection process. Some bids may be eliminated or set aside after an initial review. If a proposal does not respond adequately to the RFP or the bidder is deemed unsuitable or incapable of delivering services, the proposal may be eliminated from consideration. It will be the selection committee's responsibility to make the final recommendation to the Department Head.

**CONTRACT TERM:** It is County's intent to contract with the successful bidder for a term of three (3) years with the option to renew for up to two (2) additional one (1) year periods based on mutual written consent. County will retain the right to terminate the Agreement upon giving thirty (30) days advance written notification to the Contractor.

**PAYMENT:** The County of Fresno, if appropriate, may use Procurement Card to place and make payment for orders under the ensuing contract.

**AUDITED FINANCIAL STATEMENTS:** Copies of the audited Financial Statements for the last three (3) years for the business, agency or program that will be providing the service(s) proposed. If audited statements are not available, compiled or reviewed statements will be accepted with copies of three years of corresponding federal tax returns. This information is to be provided after the RFP closes, if requested. **Do not provide with your proposal.**

**CONTRACT NEGOTIATION:** The County will prepare and negotiate its own contract with the selected vendor, giving due consideration to standard contracts and associated legal documents submitted as a part of bidder's response to the RFP. The tentative award of the contract is based on successful negotiation pending formal recommendation of award. Bidder is to include in response the names and titles of officials authorized to conduct such negotiations.

**NOTICES:** All notices, payments, invoices, insurance and endorsement certificates, etc. need to be submitted as follows: referencing contract/purchase order number, department, position, title and address of administering official.

**EPAYMENT OPTION:** The County of Fresno provides an Epay Program which involves payment of invoices by a secure Visa account number assigned to the supplier after award of contract.



Notification of payments and required invoice information are issued to the supplier's designated Accounts Receivable contact by e-mail remittance advice at time of payment. To learn more about the benefits of an Epay Program, how it works, and obtain answers to frequently asked questions, click or copy and paste the following URL into your browser:  
[www.bankofamerica.com/epayablesvendors](http://www.bankofamerica.com/epayablesvendors) or call Fresno County Accounts Payable, 559-600-3609.

**LOCAL VENDOR PREFERENCE:** The Local Vendor Preference **does not** apply to this Request for Proposal.

## SCOPE OF WORK

The County of Fresno currently utilizes the Premier AccuVote ES-2000 Optical Scan Voting System. This system requires the use of a paper ballot available in three sizes: 8 ½" x 11", 8 ½" x 14" and 8 ½" x 18". Therefore, the requirement is for a sample ballot booklet that will allow the largest ballot, with a slight reduction, to be laid out in a landscape format covering multiple pages. The vendor must meet United States Post Office (USPS) requirements for maximum mailing discounts. The following is a breakdown of the number of sample ballot booklets ordered for two recent elections:

- June 2012 Presidential Primary Election
  - Total order – 442,800 sample ballot booklets; 7,200 Spanish only voter booklets mailed to voters who request their materials in the Spanish language (contains all of the candidate statements and local ballot measure language and arguments in Spanish)
  - 46 different styles/types of sample ballot booklets including qualified political parties
- November 2014 Gubernatorial General Election
  - Total order – 460,200 sample ballot booklets; 7,000 Spanish only voter booklets
  - 207 different styles/types of sample ballot booklets

Exhibit A of this RFP contains the breakdown of the quantities of sample ballot booklets, number of styles, and number of parts (each part is a page, front and back) ordered for the June 2012 Presidential Primary Election. Exhibit B contains the breakdown of the quantities of sample ballot booklets, number of styles, and number of parts ordered for the November 2014 Gubernatorial General Election. The examples are provided as a guide for this RFP only, and the number of actual sample ballot booklets and ballot styles ordered for any future election will be determined by the County of Fresno Elections Department.

**Future sample ballot booklets will include but are not limited to the following:**

- Covers – Front and Back
- Vote by Mail Instructions
- Official Ballot Pages
- Voter Pamphlet Pages
- Candidate Statement Pages
- Measures – Full Text
- Analyses
- Maps
- Legal Descriptions
- Arguments
- Rebuttal Arguments
- Financial Impact Statements
- Tax Rate Statements
- Filler Pages

**1. LAYOUT**

Vendor will lay out sample ballot booklet in accordance with Elections Code Sections 13000-13317. All rough layouts will be provided to the County of Fresno for review in a timely manner. The County of Fresno must approve any items created that are not covered in the above sections. Sample ballot booklet parts include: Front and back cover, letter from the County Clerk, filler pages, a facsimile of the official ballot, statements about the propositions/measures and rebuttals, and candidate statements.

**2. SIZE**

The overall size of the booklet is 8 ½" x 11". Pages will be laid out in landscape orientation. Inside pages of the sample ballot booklet are to be 20 pound recycled paper and/or standard newsprint 45/48.8GSM and black ink only.

**3. STOCK**

For maximum postal rate economy the cover should be a minimum of .009 mil (67# Bristol or 90# cover).

**4. PRESSWORK**

Cover: two colors. Body: Black ink. Colors may be added as required to highlight certain areas.

**5. ARTWORK**

Fresno County will provide an actual image of the camera-ready official ballot in a pdf postscript file in English and Spanish. The County will forward the voter pamphlet artwork electronically in a Word file to the vendor for layout. This material will not be camera ready.

Fresno County will begin to forward the voter pamphlet artwork electronically in a Word file to the vendor for layout approximately 88 days before an election.

Fresno County will provide candidate statements, measure text, and filler pages to the vendor in a Word document. The vendor will prepare all camera-ready pages and the artwork. The vendor will copy filler pages provided by Fresno County and recreate those pages. Fresno County will provide a mock-up of the covers as well as all necessary contest and ballot typing reports.

**6. TRANSLATIONS**

Vendor will provide Spanish translations for sample ballot booklets. The County of Fresno will provide the translation and artwork for the official Spanish ballots. All other translations required for the sample ballot booklet will be completed by the selected vendor.

Other Language Ballot Facsimiles Only: Vendor to create, translate and typeset the official English ballot into Chinese, Hindi, Japanese, and Khmer.

All items in the sample ballot booklets require translation services, i.e. filler pages, letter from County Clerk, candidate statements and measure text are required to be translated into Spanish. The only items not needing a translation are when candidates or measures are in a district where another county is the principal county; Fresno County will use the principal county's translations in those cases.

Vendors will provide Fresno County with electronic files of all translated sample ballot booklets, with specific naming convention, for posting on County website.

## 7. RUNSHEETS

The vendor will create all necessary runsheets for the assembling of the sample ballot booklets. This involves creating a pagination for each ballot style that incorporates all the candidates' statements, local measures and other content that relate to each ballot style.

## 8. ORDER

Sample ballot booklets will be printed by style/type as contained in Exhibit A and B. A style/type of sample ballot booklet is determined per each election by the districts in which a voter resides and the districts that are actually on the ballot for that particular election.

A hardcopy and electronic sample ballot booklet proof, including County's ballot card artwork will be sent to the County of Fresno Elections Department fifty-seven (57) days prior to the election (E-57).

Perforations: Required on back cover around application for vote by mail ballot.

Binding: The total piece should not exceed 8 ½" x 11" and booklets should be stapled.

Packing: Carton pack by style. Pack no more than fifty pounds per box. Cartons will be palletized and shrink wrapped on pallets no longer than 48" x 48" and a total combined height of pallet and cartons shall not exceed 59". All cartons must be labeled individually with the following information: Ballot style/type, number of parts per book and quantity contained therein. NO MORE THAN ONE (1) BALLOT STYLE/TYPE PER CARTON.

- **Minimum order should not exceed 100 per style.** If the minimum order requirement is higher than 100, the vendor must provide detailed justification in the response and be specific.
- **Vendor to state the minimum number of parts (each part is a page, front and back) that they can print per sample ballot booklet.**

## 9. SHIPPING

All shipping will be FOB Fresno County. Sample ballot booklets will be shipped to the following three (3) different locations:

1. Fresno County Clerk/Registrar of Voters  
2221 Kern Street  
Fresno, CA 93721
2. Fresno County Clerk Election Warehouse  
4525 E Hamilton Ave  
Fresno, CA 93702
3. Pre Sort Center  
1931 "G" Street  
Fresno, CA 93706

(or location designated by the County Clerk's Office)

# **10. PRICING**

In order for Fresno County to compare bid proposals accurately, vendors are requested to provide pricing which covers:

- A. General costs for your company.
- B. Pricing for fulfilling the sample ballot order attached in Exhibit A.
- C. Pricing for fulfilling the sample ballot order attached in Exhibit B.

The Cost Proposal section of this RFP has cost proposal forms to assist the vendor with presenting their current pricing for items A, B, and C above.

Pricing should list current itemized costs and include a detailed cost breakdown. All pricing should include layout, translation (if available), runsheet, printing, binding, trimming, packaging and shipping FOB to Fresno, CA.

If the vendor has additional charges that are necessary, but are not included in the requested price quotation, the vendor must specify those costs along with a description and explanation of those charges. Charges not applicable should be marked "N/A".

The County of Fresno is to be notified by telephone and e-mail the day that the sample ballot booklets are shipped. The name of the shipping company, telephone number, address, and the exact delivery date of the shipment should be included.

# **11. DELIVERY PERIOD**

Finished sample ballot booklets are to be delivered to all designated locations no later than **44 days before the election (E-44)**.

# **12. SCHEDULE OF UP-COMING ELECTIONS**

<u>ELECTION</u>	<u>DATE</u>
UDEL	11/2015
Statewide Presidential Primary	6/2016
Statewide Presidential General	11/2016
City of Clovis	3/2017
UDEL	11/2017
Statewide Gubernatorial Primary	6/2018
Statewide Gubernatorial General	11/2018
City of Clovis	3/2019
UDEL	11/2019
Statewide Presidential Primary	6/2020

In addition to these scheduled elections there could be additional Special Elections each year that are not presently scheduled.

# **13. LIQUIDATED DAMAGES**

For each calendar day after the **delivery deadline of 44 days** before an election, the vendor shall pay Fresno County the sum of \$10,000 per day as fixed and agreed liquidated damages, but not as a penalty. Liquidated damages shall under no circumstances exceed \$100,000. Critical dates for elections are identified in the next section (Section 14. Time Frames/Dates for Delivery).

#### **14. TIME FRAMES/DATES FOR DELIVERY**

- E-88 – Fresno County starts submitting Word documents of the sample ballot booklet’s content to the vendor
- E-75 – Deadline for submission of sample ballot booklet order to vendor
- E-75 – Deadline for cover artwork to be finalized and given to vendor
- E-72 – Deadline for Fresno County to send reports of races and styles to vendor
- E-71 – Deadline for all filler pages, ROV letter and candidate statements to be laid out, proofed and finalized by vendor
- E-67 – Deadline for all measures to be laid out, proofed and finalized (text, impartial analysis, tax rate statement, arguments, and rebuttals) by vendor
- E-60 – Deadline for final official ballot card artwork to be sent to vendor
- E-57 – 1st physical sample ballot booklet and electronic sample to be sent to Fresno County for proofing and approval to print
- E-57 to E-49 – Remainder of physical sample ballot booklets, per style, to be sent to Fresno County for proofing and approval to print
- E-45 – Deadline for Spanish sample ballot booklets to be sent to Fresno County for proofing and approval to print
- E-44 – Deadline for all English sample ballot booklets to be at mailing house for mailing
- E-40 – Fresno County to send precinct numbers of ballots required to be translated into other languages (Chinese, Hindi, Japanese, and Khmer)
- E-34 – Mailing house to mail out sample ballot booklets
- E-33 – Deadline to receive digital files from vendor for Fresno County’s website (.html with special naming convention)
- E-26 – Deadline for translated language official ballots to be in Fresno County for proofing and review
- E-19 – Deadline for Fresno County to give final OK on language official ballots
- E-15 – Deadline for receipt of digital file from vendor of language official ballots
- E+7 – Deadline for billing allocation to be submitted to Fresno County

The vendor does hereby authorize Fresno County to deduct such liquidated damages from the amount due. The vendor further agrees that any such deduction shall not in any degree release it from further obligation and liabilities in regard to the fulfillment of the entire contract.

It is further agreed that time is of the essence in completing each portion of the contract. The vendor shall not be charged with liquidated damages or any excess costs when the delay in completion is due to any of the following:

- Any preference, priority of allocation duly issued by the County of Fresno
- Any unforeseen causes beyond the control and without the fault of the vendor, including but not limited to, acts of God or of the public enemy

Provided, further, that the vendor shall, within one day of such delay, notify the County Clerk.

Fresno County will grant no delays and extensions of time on account of work performed in a grossly negligent manner.

#### **15. FINANCIAL STABILITY/VENDOR FINANCIAL INFORMATION**

Vendor shall submit copies of the most recent years independently audited financial statements, as well as those for the preceding three years, if they exist. The submission shall include the audit opinion, balance sheet, income statement, retained earnings, cash flows, and notes to the financial statements. If independently audited financial statements do not exist for the vendor, the vendor shall state the reason and, instead, submit sufficient information such as the latest Dun and Bradstreet report to enable the Evaluation Committee to determine the financial stability of the vendor. The County may request and the vendor shall supply any additional financial information requested in a timely manner.

Vendor should provide their legal name, and if vendor is a corporation, provide state and date of incorporation. If vendor is a corporation, the names of the three largest shareholders and their percentage ownership should be provided. If vendor has a parent corporation, please provide the names of its three largest shareholders and their percentage ownership.

#### **16. EMERGENCY CONTINGENCY PLAN**

Vendors must provide an emergency contingency plan with their proposal which describes how and where ballots will be printed in case of a major interruption in services at the vendor's primary printing location.

#### **17. MANAGEMENT PLAN**

Vendors must fully describe their management plan in their proposal. The following areas should be discussed:

Organizational Structure, Staff Qualifications including Resumes, Project Management, Financial Management, Quality Control, Continuous Process Improvement, Customer Relations and Communication, Staff Training and Support, and Timely Deliverables to Customers.

#### **18. ADDITIONAL INFORMATION**

Vendor should indicate if they have experience in the last three years printing sample ballot booklets for a California county with over 400,000 registered voters in a county-wide primary or

general election. Vendor should specify the year, number of sample ballot booklets printed and county served.

Vendor should describe their ability to print web press runs (generally defined as ballot types ordered in quantities of 1,000 or more) on web offset presses in the State of California. Vendors should identify the type(s) and physical location(s) of their web offset presses.

Vendors should also describe their process for printing small runs (if not web runs). For example, vendors should describe their ability to print an order of a quantity of 30, 100, 250, 500, and anything less than 1000. All costs related to printing a small run must be identified.

Vendors should describe their web production summaries including costs to the County of Fresno. Any project tracking tools used to communicate layout or production results to the County of Fresno should be described in the proposal.

Fresno County provides candidate statements and measure text in Word documents that can be imported into a vendor's printing software. Items such as covers will be typeset by the vendor.

Shipping quantities will be delivered to the Elections main office, 2221 Kern St., Fresno, CA 93721; the Elections warehouse, 4525 E. Hamilton, Fresno, CA 93702, which will be given to the precincts; and some quantities will be sent to a mailing service provider.

Vendors should indicate any freight charges that will be charged to Fresno County.

Fresno County is responsible for mailing all sample ballot booklets. The sample ballot booklet vendor will not be responsible for mailing official ballot booklets to the voters. Fresno County uses a mailing service to mail sample ballot booklets to voters.

The current vendor is Consolidated Printers, Inc. dba Consolidated Elections Services, 2630 Eighth Street, Berkeley, CA 94710. The current vendor prepares all of the composition work for the sample ballot booklets.

Fresno County Clerk shall be provided full access to all of the contracted vendor's printing facilities.



## **COST PROPOSAL**

As described in the Pricing section of this RFP, the Cost Proposal is used to compare vendors' costs for similar services.

Please complete all three of the following price quotes:

1. A general cost proposal using the following General Cost Proposal sheets, pages 1-4, listing all of your company's costs that are charged to customers for sample ballot booklet orders.
  
2. A cost proposal for Exhibit A: June 2012 Presidential Primary Election. Exhibit A is a previous sample ballot booklet order from the County of Fresno. Use the section of this RFP entitled, "Cost Proposal for Exhibit A", pages 1-3, to complete your bid for the order contained in Exhibit A. Your cost proposal should use current pricing.
  
3. A cost proposal for Exhibit B: November 2014 Gubernatorial General Election. Exhibit B is a previous sample ballot booklet order from the County of Fresno. Use the section of this RFP entitled, "Cost Proposal for Exhibit B", pages 1-3, to complete your bid for the order contained in Exhibit B. Your cost proposal should use current pricing.

## GENERAL COST PROPOSAL

Please provide the following data including all related costs in your proposal. Failure to respond as requested may be considered as cause to reject your bid.

Pricing for printing the following parts should be included (each part is a page, front and back):

**8 ½" x 11"**

2 Part/4 page	\$	31 Part/62 page	\$
3 Part/6 page	\$	32 Part/64 page	\$
4 Part/8 page	\$	33 Part/66 page	\$
5 Part/10 page	\$	34 Part/68 page	\$
6 Part/12 page	\$	35 Part/70 page	\$
7 Part/14 page	\$	36 Part/72 page	\$
8 Part/16 page	\$	37 Part/74 page	\$
9 Part/18 page	\$	38 Part/76 page	\$
10 Part/20 page	\$	39 Part/78 page	\$
11 Part/22 page	\$	40 Part/80 page	\$
12 Part/24 page	\$	41 Part/82 page	\$
13 Part/26 page	\$	42 Part/84 page	\$
14 Part/28 page	\$	43 Part/86 page	\$
15 Part/30 page	\$	44 Part/88 page	\$
16 Part/32 page	\$	45 Part/90 page	\$
17 Part/34 page	\$	46 Part/92 page	\$
18 Part/36 page	\$	47 Part/94 page	\$
19 Part/38 page	\$	48 Part/96 page	\$
20 Part/40 page	\$	49 Part/98 page	\$
21 Part/42 page	\$	50 Part/100 page	\$
22 Part/44 page	\$	51 Part/102 page	\$
23 Part/46 page	\$	52 Part/104 page	\$
24 Part/48 page	\$	53 Part/106 page	\$
25 Part/50 page	\$	54 Part/108 page	\$
26 Part/52 page	\$	55 Part/110 page	\$
27 Part/54 page	\$	56 Part/112 page	\$
28 Part/56 page	\$	57 Part/114 page	\$
29 Part/58 page	\$	58 Part/116 page	\$
30 Part/60 page	\$	59 Part/118 page	\$
		60 Part/120 page	\$

<b>Provide pricing for the following:</b>	<b>8 ½" x 11"</b>	<b>Provide Unit of Measure (i.e. per page, per hour, etc.)</b>
<b>A. Composition</b>		
<b>Cover page with color overlays:</b>		
English/page	\$ _____	_____
Spanish/page	\$ _____	_____
<b>Cover page with black and white overlays:</b>		
English/page	\$ _____	_____
Spanish/page	\$ _____	_____
<b>Filler Page:</b>		
English	\$ _____	_____
Spanish	\$ _____	_____
<b>Official Ballot Page:</b>		
Fronts	\$ _____	_____
Backs	\$ _____	_____
<b>Voter Pamphlet Page:</b>		
	\$ _____	_____
<b>Candidate Statements:</b>		
English/per 200 word statement (¼ page)	\$ _____	_____
Spanish/per 200 word statement (¼ page)	\$ _____	_____
<b>Measures:</b>		
English/ per ½ page column	\$ _____	_____
Spanish/ per ½ page column	\$ _____	_____
<b>Output Each Formatted Page:</b>		
English/page	\$ _____	_____
Spanish/page	\$ _____	_____

	8 1/2" x 11"	Unit of Measure
<b>Additional Digital Work/Corrections:</b>		
Price per hour	\$ _____	_____
<b>Each Fully Assembled Inside Page Sent Electronically to Printer:</b>		
English/page	\$ _____	_____
Spanish/page	\$ _____	_____
<b>B. Sample Ballot Booklet Set-Up and Printing:</b>		
Press Set-Up per ballot type	\$ _____	_____
<b>Proofs:</b>	\$ _____	_____
<b>C. Translation and Related Printing Services:</b>		
Spanish Translation (per word)	\$ _____	_____
Set-Up, per unit	\$ _____	_____
Print/Bind	\$ _____	_____
Translation & Formatting of Ballot Facsimiles (Chinese, Hindi, Japanese, and Khmer), price per unit	\$ _____	_____
<b>Central Committee Insert Service:</b>		
Per supplied envelope or letter	\$ _____	_____
Per printed letter	\$ _____	_____
<b>D. Internet Pages:</b>		
Price per internet page-English	\$ _____	_____
Price per internet page-Spanish	\$ _____	_____
<b>Programming Charges:</b>		
Price per hour	\$ _____	_____

Other Costs (If any, be specific):

8 1/2" x 11"

Unit of  
Measure

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Total: \$ \_\_\_\_\_

Minimum order per style:

Minimum number of pages/parts:

Does your company offer any discounted terms for early payment? If so, please provide details with your response using this space here or an attachment.

## COST PROPOSAL FOR EXHIBIT A

Provide pricing for the following:	8 ½" x 11"	Unit of Measure
<b>A. Composition</b>		
<b>Cover page with color overlays:</b>		
English/page	\$	
Spanish/page	\$	
<b>Cover page with black and white overlays:</b>		
English/page	\$	
Spanish/page	\$	
<b>Filler Page:</b>		
English	\$	
Spanish	\$	
<b>Official Ballot Page:</b>		
Fronts	\$	
Backs	\$	
<b>Voter Pamphlet Page:</b>		
	\$	
<b>Candidate Statements:</b>		
English/per 200 word statement (¼ page)	\$	
Spanish/per 200 word statement (¼ page)	\$	
<b>Measures:</b>		
English/ per ½ page column	\$	
Spanish/ per ½ page column	\$	
<b>Output Each Formatted Page:</b>		
English/page	\$	
Spanish/page	\$	

	8 1/2" x 11"	Unit of Measure
<b>Additional Digital Work/Corrections:</b>		
Price per hour	\$	
<b>Each Fully Assembled Inside Page Sent Electronically to Printer:</b>		
English/page	\$	
Spanish/page	\$	
<b>B. Sample Ballot Booklet Set-Up and Printing:</b>		
Press Set-Up per ballot type	\$	
44 Page + Cover	\$	
48 Page + Cover	\$	
52 Page + Cover	\$	
<b>Proofs:</b>	\$	
<b>C. Translation and Related Printing Services:</b>		
Spanish Translation (per word)	\$	
Set-Up, per unit	\$	
Print/Bind	\$	
Translation & Formatting of Ballot Facsimiles (Chinese, Hindi, Japanese, and Khmer), price per unit	\$	
<b>Central Committee Insert Service:</b>		
Per supplied envelope or letter	\$	
Per printed letter	\$	

	8 1/2" x 11"	Unit of Measure
<b>D. Internet Pages:</b>		
Price per internet page-English	\$ _____	_____
Price per internet page-Spanish	\$ _____	_____
<b>Programming Charges:</b>		
Price per hour	\$ _____	_____
<b>Other Costs (If any, be specific):</b>		
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
<b>Total:</b>	\$ _____	
<b>Minimum order per style:</b>		
<b>Minimum number of pages/parts:</b>	_____	_____

Does your company offer any discounted terms for early payment? If so, please provide details with your response using this space here or an attachment.



## COST PROPOSAL FOR EXHIBIT B

Provide pricing for the following:	8 1/2" x 11"	Unit of Measure
<b>A. Composition</b>		
<b>Cover page with color overlays:</b>		
English/page	\$ _____	_____
Spanish/page	\$ _____	_____
<b>Cover page with black and white overlays:</b>		
English/page	\$ _____	_____
Spanish/page	\$ _____	_____
<b>Filler Page:</b>		
English	\$ _____	_____
Spanish	\$ _____	_____
<b>Official Ballot Page:</b>		
Fronts	\$ _____	_____
Backs	\$ _____	_____
<b>Voter Pamphlet Page:</b>		
	\$ _____	_____
<b>Candidate Statements:</b>		
English/per 200 word statement (1/4 page)	\$ _____	_____
Spanish/per 200 word statement (1/4 page)	\$ _____	_____
<b>Measures:</b>		
English/ per 1/2 page column	\$ _____	_____
Spanish/ per 1/2 page column	\$ _____	_____
<b>Output Each Formatted Page:</b>		
English/page	\$ _____	_____
Spanish/page	\$ _____	_____

	8 1/2" x 11"	Unit of Measure
<b>Additional Digital Work/Corrections:</b>		
Price per hour	\$ _____	_____
<b>Each Fully Assembled Inside Page Sent Electronically to Printer:</b>		
English/page	\$ _____	_____
Spanish/page	\$ _____	_____
<b>B. Sample Ballot Booklet Set-Up and Printing:</b>		
Press Set-Up per ballot type	\$ _____	_____
24 Page + Cover	\$ _____	_____
32 Page + Cover	\$ _____	_____
<b>Proofs:</b>	\$ _____	_____
<b>C. Translation and Related Printing Services:</b>		
Spanish Translation (per word)	\$ _____	_____
Set-Up, per unit	\$ _____	_____
Print/Bind	\$ _____	_____
Translation & Formatting of Ballot Facsimiles (Chinese, Hindi, Japanese, and Khmer), price per unit	\$ _____	_____
<b>Central Committee Insert Service:</b>		
Per supplied envelope or letter	\$ _____	_____
Per printed letter	\$ _____	_____

	8 1/2" x 11"	Unit of Measure
<b>D. Internet Pages:</b>		
Price per internet page-English	\$ _____	_____
Price per internet page-Spanish	\$ _____	_____
<b>Programming Charges:</b>		
Price per hour	\$ _____	_____
<b>Other Costs (If any, be specific):</b>		
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
<b>Total:</b>	\$ _____	
<b>Minimum order per style:</b>		
<b>Minimum number of pages/parts:</b>	_____	
	_____	

## PROPOSAL CONTENT REQUIREMENTS

**It is important that the vendor submit his/her proposal in accordance with the format and instructions provided under this section. Doing so will facilitate the evaluation of the proposal. It will limit the possibility of a poor rating due to the omission or mis-categorization of the requested information. Responding in the requested format will enhance the evaluation team's item by item comparison of each proposal item. The vendor's proposal may be placed at a disadvantage if submitted in a format other than that identified below.**

Bidders are requested to submit their proposals in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified. Each page should be numbered.

**Each binder is to be clearly marked on the cover with the proposal name, number, closing date, "Original" or "Copy", and bidder's name.**

Merely offering to meet the specifications is insufficient and will not be accepted. Each bidder shall submit a complete proposal with all information requested. Supportive material may be attached as appendices. All pages, including the appendices, must be numbered.

**Vendors are instructed not to submit confidential, proprietary and related information within the request for proposal. If you are submitting trade secrets, it must be submitted in a separate binder clearly marked "TRADE SECRETS", see Trade Secret Acknowledgement section.**

The content and sequence of the proposals will be as follows:

- I. RFP PAGE 1 AND ADDENDUM(S) PAGE 1 (IF APPLICABLE) completed and signed by participating individual or agency.
- II. COVER LETTER: A one-page cover letter and introduction including the company name and address of the bidder and the name, address and telephone number of the person or persons to be used for contact and who will be authorized to make representations for the bidder.
  - A. Whether the bidder is an individual, partnership or corporation shall also be stated. It will be signed by the individual, partner, or an officer or agent of the corporation authorized to bind the corporation, depending upon the legal nature of the bidder. A corporation submitting a proposal may be required before the contract is finally awarded to furnish a certificate as to its corporate existence, and satisfactory evidence as to the officer or officers authorized to execute the contract on behalf of the corporation.
- III. TABLE OF CONTENTS
- IV. CONFLICT OF INTEREST STATEMENT: The Contractor may become involved in situations where conflict of interest could occur due to individual or organizational activities that occur within the County. In this section the bidder should address the potential, if any, for conflict of interest and indicate plans, if applicable, to address potential conflict of interest. This section will be reviewed by County Counsel for compliance with conflict of interest as part of the review process. The Contractor shall comply with all federal, state and local conflict of interest laws, statutes and regulations.

V. TRADE SECRET:

- A. Sign where required.

VI. CERTIFICATION – DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS

VII. REFERENCES

VIII. PARTICIPATION

IX. EXCEPTIONS: This portion of the proposal will note any exceptions to the requirements and conditions taken by the bidder. If exceptions are not noted, the County will assume that the bidder's proposals meet those requirements. The exceptions shall be noted as follows:

- A. Exceptions to General Conditions.
- B. Exceptions to General Requirements.
- C. Exceptions to Specific Terms and Conditions.
- D. Exceptions to Scope of Work.
- E. Exceptions to Proposal Content Requirements.
- F. Exceptions to any other part of this RFP.

X. VENDOR COMPANY DATA: This section should include:

- A. A narrative which demonstrates the vendor's basic familiarity or experience with problems associated with this service/project.
- B. Descriptions of any similar or related contracts under which the bidder has provided services.
- C. Descriptions of the qualifications of the individual(s) providing the services.
- D. Any material (including letters of support or endorsement) indicative of the bidder's capability.
- E. A brief description of the bidder's current operations, and ability to provide the services.
- F. Copies of the audited Financial Statements for the last three (3) years for the agency or program that will be providing the service(s) proposed. If audited statements are not available, compiled or reviewed statements will be accepted with copies of three years of corresponding federal tax returns. This information is to be provided after the RFP closes, if requested. **Do not provide with your proposal.**
- G. Describe all contracts that have been terminated before completion within the last five (5) years:
  - 1. Agency contract with
  - 2. Date of original contract

3. Reason for termination
4. Contact person and telephone number for agency
- H. Describe all lawsuit(s) or legal action(s) that are currently pending; and any lawsuit(s) or legal action(s) that have been resolved within the last five (5) years:
  1. Location filed, name of court and docket number
  2. Nature of the lawsuit or legal action
- I. Describe any payment problems that you have had with the County within the past three (3) years:
  1. Funding source
  2. Date(s) and amount(s)
  3. Resolution
  4. Impact to financial viability of organization.
- XI. SCOPE OF WORK:
  - A. Bidders are to use this section to describe the essence of their proposal.
  - B. This section should be formatted as follows:
    1. A general discussion of your understanding of the project, the Scope of Work proposed and a summary of the features of your proposal.
    2. A detailed description of your proposal as it relates to each item listed under the "Scope of Work" section of this RFP. Bidder's response should be stated in the same order as are the "Scope of Work" items. Each description should begin with a restatement of the "Scope of Work" item that it is addressing. Bidders must explain their approach and method of satisfying each of the listed items.
  - C. When reports or other documentation are to be a part of the proposal a sample of each must be submitted. Reports should be referenced in this section and submitted in a separate section entitled "REPORTS."
  - D. A complete description of any alternative solutions or approaches to accomplishing the desired results.
- XII. COST PROPOSAL: Quotations may be prepared in any manner to best demonstrate the worthiness of your proposal. Include details and rates/fees for all services, materials, equipment, etc. to be provided or optional under the proposal.
- XIII. CHECK LIST

## AWARD CRITERIA

### **COST**

- A. As submitted under the "COST PROPOSAL" section.
- B. Did the vendor provide a current itemized cost with a detailed cost breakdown for fulfilling the orders contained in the following elections?
  - 1. Exhibit A: June 2012 Presidential Primary Election
  - 2. Exhibit B: November 2014 Gubernatorial General Election
- C. Did the vendor identify all costs including: costs for layout, translation, runsheet, printing, binding, trimming, packaging and shipping FOB to Fresno, CA? Were all additional charges included?
- D. Did the vendor present general costs for the company using the General Cost Proposal pages in the RFP?

### **CAPABILITY AND QUALIFICATIONS**

- A. Do the service descriptions address all the areas identified in the RFP? Will the proposed services satisfy County's needs and to what degree?
- B. Does the bidder demonstrate knowledge or awareness of the problems associated with providing the services proposed and knowledge of laws, regulations, statutes and effective operating principles required to provide this service?
- C. The amount of demonstrated experience in providing the services desired in a California County and ability to meet all of the delivery deadlines and proof submittal deadlines as specified in the RFP?
- D. Can the vendor provide translation services in multiple languages (i.e. Chinese, Hindi, Japanese, Khmer, and Spanish) to the County?
- E. Does the vendor demonstrate that they can print the sample ballot booklet in the 8 ½" x 11" format?
- F. Is the vendor able to print the inside pages of the sample ballot booklet on either 20 pound recycled paper and/or standard newsprint depending on the number of pages and the election?
- G. Does the vendor demonstrate that they can provide the layout of the sample ballot booklet in accordance with Elections Code Sections 13000-13317, "Sample Ballots and Voter Pamphlets?"
- H. Does the vendor demonstrate that they can create all necessary runsheets for the assembling of the sample ballot booklets?
- I. Does the vendor demonstrate that they can provide the finished sample ballot booklet as per the specifications including size of finished product, perforations, binding and packing?

- J. Does the vendor meet the minimum order requirements of 100 or, if not, has the vendor provided a detailed justification as to why they cannot meet this requirement.
- K. Has the vendor stated the minimum number of pages/parts that they can print per sample ballot booklet and is this number acceptable?
- L. Are the vendor's financial audit statements satisfactory? Is the company in an acceptable financial position?

**MANAGEMENT PLAN**

- A. Is the organizational plan and management structure adequate and appropriate for overseeing the proposed services?
- B. Can the management structure respond to the immediate needs of the County and provide quick turnaround times if needed?
- C. How will the vendor ensure effective communication with the County before, after, and during election cycles? Can the vendor ensure that communication is readily available and responses to County requests are provided in a timely or expedited manner?
- D. Did the vendor describe an acceptable contingency plan in case of an interruption in services provided at the primary facility?
- E. Does the management plan ensure that a system is in place for effective quality control?



## CHECK LIST

This Checklist is provided to assist vendors in the preparation of their RFP response. Included in this list, are important requirements and is the responsibility of the bidder to submit with the RFP package in order to make the RFP compliant. Because this checklist is just a guideline, the bidder must read and comply with the RFP in its entirety.

*Check off each of the following:*

1. \_\_\_\_\_ The Request for Proposal (RFP) has been signed and completed.
2. \_\_\_\_\_ Addenda, if any, have been completed, signed and included in the bid package.
3. \_\_\_\_\_ One (1) original plus six (6) copies of the RFP have been provided.
4. \_\_\_\_\_ The completed *Trade Secret Form* as provided with this RFP (Confidential/Trade Secret Information, if provided must be in a separate binder).
5. \_\_\_\_\_ The completed *Criminal History Disclosure Form* as provided with this RFP.
6. \_\_\_\_\_ The completed *Participation Form* as provided with this RFP.
7. \_\_\_\_\_ The completed *Reference List* as provided with this RFP.
8. \_\_\_\_\_ Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFP.
9. \_\_\_\_\_ Lastly, on the **LOWER LEFT HAND CORNER** of the sealed envelope, box, etc. transmitting your bid include the following information:

County of Fresno RFP No.	<u>700-5340</u>
Closing Date:	<u>May 7, 2015</u>
Closing Time:	<u>2:00 P.M.</u>
Commodity or Service:	<u>Sample Ballot Printing</u>

**Return Checklist with your RFP response.**

## EXHIBIT A

## Sample Ballot Booklet Order

## June 5, 2012 Consolidated Presidential Primary Election

Fresno County, JUNE 5, 2012 CONSOLIDATED PRESIDENTIAL PRIMARY ELECTION

(Note: Spanish Booklet order at the bottom of the page)

## Sample Ballot Order

## Full Sample Ballot with Front &amp; Back Cover

Style	Ship to Presort	Ship to Warehouse	Total Needed  Presort & Warehouse	Parts (each part is a page, front and back)
001	12700	46	12746	44
002	54400	114	54514	44
003	9100	34	9134	48
004	5200	30	5230	48
005	70	30	100	52
006	400	20	420	48
007	22200	58	22258	44
008	4100	28	4128	44
009	4800	30	4830	48
010	3200	26	3226	48
011	8800	38	8838	48
012	4000	26	4026	52
013	2700	26	2726	48
014	20900	62	20962	48
015	8300	36	8336	48
016	8400	36	8436	48
017	2900	26	2926	44
018	35400	94	35494	52
019	6800	32	6832	52
020	11900	38	11938	48
021	2400	24	2424	44
022	1400	22	1422	48
023	2500	24	2524	48
024	1100	22	1122	52
025	100	20	120	48
026	2000	22	2022	48
027	5700	32	5732	44
028	4200	26	4226	44
029	13500	46	13546	44
030	900	22	922	44
031	1700	24	1724	44
032	3200	28	3228	44
033	3000	24	3024	44

034	67600	148	67748	44
035	10100	40	10140	44
036	70	30	100	44
037	56300	130	56430	48
038	9000	30	9030	48
039	800	22	822	48
040	1700	26	1726	44
041	7700	34	7734	52
042	600	20	620	44
043	14100	44	14144	44
044	1000	22	1022	44
045	400	20	420	44
046	3900	28	3928	44
TOTAL	441100	1700	442800	

Spanish Booklets	6750	450	7200
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County of Fresno  
Sample Ballots  
June 5, 2012, Consolidated Presidential Primary Election

5/11/2012

	<u>QUANTITY</u>	<u>M/U</u>	<u>UNIT PRICE</u>	<u>SELL AMOUNT</u>
<b>A. Composition</b>				
English Covers (1 x 4)	4	U		
Spanish Covers (Black Only)	2	U		
English Filler Pages (Composed 12, Used 8)	8	U		
Spanish Filler Pages (Composed 8, Used 7)	7	U		
Official Ballot Pages				
Fronts	1,440	U		
Backs	1,440	U		
Measures (5-1/2 x 8-1/2)				
English (10 pages)	17	U		
Spanish (10 pages)	17	U		
Candidate Statements (1/4 page)				
English (12 pages)	37	U		
Spanish (12 pages)	37	U		
Output each formatted page				
English	1,614	U		
Spanish	29	U		
Each fully assembled inside page sent electronically to Printer				
English	2,144	U		
Spanish	31	U		
<b>B. Sample Ballot Printing</b>				
44 page + Cover	231,146	M		
48 page + Cover	156,446	M		
52 page + Cover	55,208	M		
Rework BT 1 -- 44 page - Printed, Not Stitched	12,746	M		
Rework BT 2 -- 44 page - Printed, Not Stitched	45,000	M		
Press Set-up	44	U		
<b>C. Spanish Translation &amp; Printing</b>				
Translation (words)	14,452	Ea		
Print/Bind	7,200	M		
Set up	1	U		
<b>D. Internet Pages</b>				
Internet pages-English	2,328	Ea		
Internet pages-Spanish	-0-	Ea		

## EXHIBIT B

## Sample Ballot Booklet Order

## November 4, 2014 Gubernatorial General Election

## Sample Ballot Order

## Full Sample Ballot with Front &amp; Back Cover

Style	Ship to Presort	Ship to Warehouse	Total Amount of Order	Parts (each part is a page, front and back)
001	3,660	40	3,700	24
002	1,160	40	1,200	24
003	460	40	500	24
004	860	40	900	24
005	170	30	200	24
006	270	30	300	24
007	2,760	40	2,800	24
008	10,650	50	10,700	24
009	70	30	100	24
010	70	30	100	24
011	5,850	50	5,900	24
012	760	40	800	24
013	18,940	60	19,000	24
014	63,470	130	63,600	24
015	6,050	50	6,100	24
016	3,960	40	4,000	24
017	7,650	50	7,700	24
018	7,450	50	7,500	24
019	8,450	50	8,500	24
020	460	40	500	24
021	3,260	40	3,300	32
022	2,360	40	2,400	24
023	9,840	60	9,900	24
024	2,160	40	2,200	24
025	1,560	40	1,600	24
026	3,960	40	4,000	24
027	460	40	500	24
028	3,760	40	3,800	24
029	4,560	40	4,600	24
030	80,430	170	80,600	24
031	1,860	40	1,900	24
032	70	30	100	24
033	17,540	60	17,600	24

034	1,160	40	1,200	24
035	2,260	40	2,300	32
036	2,860	40	2,900	24
037	70	30	100	24
038	70	30	100	24
039	1,160	40	1,200	24
040	2,260	40	2,300	24
041	3,160	40	3,200	24
042	3,960	40	4,000	24
043	5,260	40	5,300	24
044	4,560	40	4,600	24
045	370	30	400	24
046	1,060	40	1,100	24
047	70	30	100	24
048	70	30	100	24
049	660	40	700	32
050	1,660	40	1,700	24
051	860	40	900	24
052	70	30	100	24
053	1,460	40	1,500	24
054	2,560	40	2,600	24
055	70	30	100	24
056	70	30	100	32
057	960	40	1,000	32
058	4,260	40	4,300	24
059	660	40	700	32
060	70	30	100	32
061	2,160	40	2,200	24
062	270	30	300	24
063	960	40	1,000	32
064	560	40	600	24
065	70	30	100	24
066	70	30	100	24
067	70	30	100	24
068	460	40	500	24
069	2,660	40	2,700	24
070	70	30	100	32
071	1,160	40	1,200	24
072	170	30	200	32
073	170	30	200	24
074	660	40	700	24
075	170	30	200	24
076	1,160	40	1,200	24
077	1,960	40	2,000	24
078	170	30	200	24
079	1,360	40	1,400	24

080	9,150	50	9,200	24
081	170	30	200	24
082	2,160	40	2,200	24
083	960	40	1,000	24
084	1,660	40	1,700	24
085	6,360	40	6,400	24
086	760	40	800	24
087	370	30	400	24
088	8,850	50	8,900	24
089	270	30	300	24
090	3,060	40	3,100	24
091	270	30	300	24
092	270	30	300	24
093	370	30	400	24
094	2,560	40	2,600	24
095	2,560	40	2,600	24
096	2,260	40	2,300	24
097	2,060	40	2,100	24
098	70	30	100	24
099	70	30	100	24
100	70	30	100	24
101	860	40	900	24
102	270	30	300	24
103	170	30	200	24
104	370	30	400	24
105	460	40	500	24
106	270	30	300	24
107	460	40	500	24
108	3,360	40	3,400	24
109	1,560	40	1,600	24
110	1,860	40	1,900	24
111	70	30	100	24
112	70	30	100	24
113	70	30	100	24
114	70	30	100	24
115	70	30	100	24
116	70	30	100	24
117	70	30	100	24
118	70	30	100	24
119	170	30	200	24
120	3,060	40	3,100	24
121	2,960	40	3,000	24
122	2,160	40	2,200	24
123	70	30	100	24
124	2,560	40	2,600	24
125	560	40	600	24

126	70	30	100	24
127	560	40	600	24
128	270	30	300	24
129	660	40	700	24
130	270	30	300	24
131	270	30	300	24
132	270	30	300	24
133	270	30	300	24
134	70	30	100	24
135	270	30	300	24
136	760	40	800	24
137	70	30	100	24
138	2,260	40	2,300	24
139	1,160	40	1,200	24
140	860	40	900	24
141	370	30	400	24
142	170	30	200	24
143	270	30	300	24
144	270	30	300	24
145	70	30	100	24
146	70	30	100	24
147	2,760	40	2,800	24
148	2,160	40	2,200	24
149	3,760	40	3,800	24
150	460	40	500	24
151	560	40	600	24
152	70	30	100	24
153	270	30	300	24
154	270	30	300	24
155	70	30	100	24
156	70	30	100	24
157	170	30	200	24
158	1,260	40	1,300	24
159	760	40	800	24
160	2,260	40	2,300	24
161	560	40	600	24
162	70	30	100	24
163	270	30	300	32
164	270	30	300	32
165	760	40	800	24
166	460	40	500	24
167	270	30	300	24
168	560	40	600	24
169	170	30	200	32
170	170	30	200	32
171	170	30	200	24



172	760	40	800	24
173	170	30	200	24
174	70	30	100	32
175	70	30	100	24
176	360	40	400	24
177	70	30	100	24
178	3,360	40	3,400	32
179	1,360	40	1,400	32
180	960	40	1,000	32
181	860	40	900	32
182	760	40	800	24
183	270	30	300	32
184	760	40	800	32
185	70	30	100	32
186	270	30	300	32
187	470	30	500	24
188	70	30	100	32
189	70	30	100	32
190	2,360	40	2,400	32
191	2,360	40	2,400	32
192	460	40	500	24
193	270	30	300	24
194	170	30	200	24
195	560	40	600	24
196	660	40	700	24
197	470	30	500	24
198	1,060	40	1,100	32
199	70	30	100	32
200	470	30	500	32
201	460	40	500	32
202	470	30	500	32
203	470	30	500	32
204	4,660	40	4,700	32
205	270	30	300	32
206	1,160	40	1,200	32
207	270	30	300	32
TOTAL	452,490	7710	460,200	

Spanish Booklets	6,550	450	7,000
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County of Fresno  
Sample Ballots  
November 4, 2014, General Election

12/16/2014

	<u>QUANTITY</u>	<u>M/U</u>	<u>UNIT PRICE</u>	<u>SELL AMOUNT</u>
<b>A. Composition</b>				
English Covers	1	U		
Spanish Covers	1	U		
English Filler Pages	12	U		
Spanish Filler Pages	6	U		
Official Ballot Pages				
Fronts	828	U		
Backs	828	U		
Measures (1/2 page)				
English	42	U		
Spanish	48	U		
Candidate Statements (1/4 page)				
English	47	U		
Spanish	47	U		
Output Each Formatted Page				
English	1,717	U		
Spanish	64	U		
Additional Digital Work/Corrections	42	Hr		
Each Fully Assembled Inside Page Sent Electronically to Printer				
English	5,264	U		
Spanish	64	U		
<b>B. Sample Ballot Set-Up and Printing</b>				
Press Set-Up	207	U		
24 page + Cover	426,700	M		
32 page + Cover	33,500	M		
<b>C. Translation &amp; Related Printing</b>				
Spanish Translation (per word)	35,422	Ea		
Set-Up	1	U		
Print/Bind	7,000	M		
Translation & Formatting of Ballot Facsimiles -- HIN,KHM,CHI,JPN	41	U		
<b>D. Internet Pages</b>				
Internet pages-English	6,092	Ea		