



Catherine McMullen
County Clerk

Elections Division

elections@clackamas.us | 1710 Red Soils Court, Suite 100
 503-655-8510 | Oregon City, OR 97045

June 15, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners

Approval of a Goods and Services Contract between Ryder Election Services, LLC and Clackamas County on behalf of the County Clerk for ballot printing services. Total value shall not exceed \$800,000 for four years. Funding through Clerk’s Office revenue. No County General Funds are involved.

Previous Board Action/Review	No previous board action.		
Performance Clackamas	Build public trust through good government.		
Counsel Review	Yes - Signed	Procurement Review	Yes
Contact Person	Clerk C. McMullen	Contact Phone	503-722-6086

EXECUTIVE SUMMARY: This goods and services contract (#7965) establishes a formal long-term agreement with an established ballot printing vendor, Ryder Election Services, LCC (Ryder). It is the result of a Request for Proposals process (#2023-15) completed in partnership with county procurement and the Clerk’s Office. Ryder was chosen through an open competitive process.

Ryder currently provides ballot printing services for 34 of 36 Oregon counties. Ryder is a family-owned business in Bend, Oregon that has been in operation since 1902. Ryder has served as Clackamas County’s emergency ballot printing vendor since last year; printing the county’s ballots for the August 2022, November 2022, March 2023, and May 2023 elections.

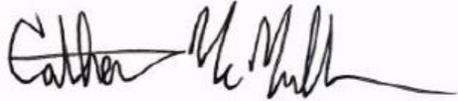
For Filing Use Only

This contract establishes Ryder as the county's ballot printer until June 30, 2027 for a sum not to exceed Eight Hundred Thousand dollars (\$800,000) for the entire term of the contract. This contract will allow us to lock in ballot printing services from Ryder for a full four years providing stability, quality assurance, and integrity to a critical aspect of our elections management processes.

This partnership with a key vendor enables Clackamas County Elections to provide every eligible voter an accurate and timely ballot for each election; including every Clackamas County voter in our democratic processes in an equitable and equal manner.

RECOMMENDATION: Clerk McMullen recommends approval of this contract.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Catherine McMullen", is centered on a light gray rectangular background.

Catherine McMullen
County Clerk



**CLACKAMAS COUNTY
GOODS AND SERVICES CONTRACT
Contract #7965**

This Goods and Services Contract (this “Contract”) is entered into between **Ryder Election Services, LLC** (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”), on behalf of the County Clerk, for the purposes of providing Ballot Printing services.

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties and shall remain in effect until **June 30, 2027** or until completion of all obligations provided herein, whichever is later.
- 2. Scope of Work.** Contractor shall provide the following goods and services: on-call County election ballot printing (“Work”), further described in RFP 2023-15, attached and incorporated hereto as “Exhibit A,” and Contractor’s Response, attached and incorporated hereto as “Exhibit B.” Ballots printed under this Contract shall meet the standards and specifications set forth in Exhibits A and B, and must be compatible with the Hart Intercivic ballot tallying system.
- 3. Consideration.** County may request Work on an on-call or as-needed basis. Consideration rates are on a time and material basis in accordance with the rates and costs specified in Exhibit B. The maximum amount County may pay Contractor, from available and authorized funds, shall not exceed the sum of Eight Hundred Thousand dollars (\$800,000), for the entire term of this Contract. Because this Contract is on an on-call or as-needed basis, and the exact number of elections conducted and number of ballots needed by the County is unknown, nothing herein shall be construed as a promise to pay Contractor the entire \$800,000.00 authorized under this Contract.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor within forty-five (45) days following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

Invoices shall reference the above Contract Number and be submitted to:

- 5. Travel Expense Reimbursement.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expenses shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time of the expense is incurred.

6. **Contract Documents.** This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, and Exhibit B.

7. Contractor and County Contacts.

Contractor Administrator: Scott Ryder Phone: 541-382-5934 Email: scott@rydergraphics.net	County Administrator: Catherine McMullen Phone: 503-722-6086 Email: CatherineMcMullen@clackamas.us
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ARTICLE II.

1. **Access to Records.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **Availability of Funds.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
3. **Captions.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **Compliance with Applicable Law.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
5. **Governing Law.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
6. **Reserved.**
7. **Responsibility for Damages; Indemnity.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the County, and its officers, elected officials, agents, and

employees, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Contract.

However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County, purport to act as legal representative of County, or settle any claim on behalf of County, without the approval of the Clackamas County Counsel's Office. County may assume its own defense and settlement at its election and expense.

- 8. Independent Contractor Status.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
- 9. Insurance.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

<input type="checkbox"/> Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: Combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: Combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: Combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

The policies shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

- 10. Limitation of Liabilities.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 14 or

Section 21, neither party shall be liable for any damages of any sort arising solely from the non-default termination of this Contract in accordance with its terms.

11. Notices. Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

12. Ownership of Work Product. All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.

13. Representations of Warranties. Contractor represents and warrants the following:

- A. Contractor has the power and authority to enter into and perform this Contract;
- B. This Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
- C. Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work;
- D. Contractor is an independent contractor as defined in ORS 670.600.
If providing goods, all goods provided by Contractor under this Contract shall meet all standards and specifications set forth in Exhibit A, that the goods shall be merchantable, and shall be fit for County's intended use, described in Exhibits A and B. As necessary, the County agrees to provide Contractor reasonable access to the goods for purposes of repair or replacement under this warranty. Failure of Contractor to promptly correct problems pursuant to this warranty shall be deemed a material breach of this Contract.
- E. If providing services, the services provided by Contractor under this Contract will be performed in a workmanlike manner and in accordance with the highest professional standards.

The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

14. Delivery and Inspections.

- A. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contractor, unless specified otherwise in this Contract. Responsibility and liability for loss or

damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the County except as to latent defects, fraud and Contractor's warranty obligations.

B. Goods furnished under this Contract will be subject to inspection and test by the County at times and places determined by the County in its sole discretion. If the County finds the goods furnished to be incomplete or not in compliance with the Contract, the County, in its sole discretion, may either reject the goods, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods to the County at a reduced price. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the County, the County may reject the goods, terminate the Contract, and pursue any and all rights and remedies available to County at law, in equity, or under this Contract. Nothing in this paragraph shall in any way affect or limit the County's rights as a buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

- 15. Survival** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 5, 6, 7, 10, 12, 13, 15, 16, 17, 18, 21, 22, 23, 27, and 30, and all other terms and conditions which by their context are intended to survive termination of this Contract.
- 16. Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 17. Subcontractors and Assignments.** Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Article II, Sections 1, 7, 8, 13, 22, and 31, as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 18. Successors in Interest.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 19. Tax Compliance and Certifications.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 20. Termination.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the County, Contractor shall immediately stop

performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

- 21. Remedies.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it at law, in equity, or under this Contract including, but not limited to, any remedy available under ORS Chapter 72. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.

In the event Contractor's breach of this Contract results in ballots printed by Contractor being defective or unable to be processed by County's ballot-scanning equipment, County's available remedies shall also include, but not be limited to, all additional costs incurred by County in processing the affected ballots, including the hourly costs of all additional staff or temporary workers hired by County to address Contractor's breach of this Contract.

- 22. No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.

- 23. No Third Party Beneficiaries.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

- 24. Time is of the Essence.** Contractor agrees that time is of the essence in the performance of this Contract.

- 25. Foreign Contractor.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

- 26. Force Majeure.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

- 27. Waiver.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

- 28. Public Contracting Requirements.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:

- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
- b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.

- c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
- d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
- f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.

29. Cooperative Contracting. Pursuant to ORS 279A.200 to 279A.225, other public agencies may use this Contract resulting from a competitive procurement process unless the Contractor expressly noted in their proposal/quote that the prices and services are available to the County only. The condition of such use by other agencies is that any such agency must make and pursue contact, purchase order, delivery arrangements, and all contractual remedies directly with Contractor; the County accepts no responsibility for performance by either the Contractor or such other agency using this Contract. With such condition, the County consents to such use by any other public agency.

30. Merger. This Contract constitutes the entire agreement between the parties with respect to the subject matter referenced herein. There are no understanding, agreements, or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature hereto of its authorized representative, acknowledges having read and understood this contract and Contractor agrees to be bound by its terms and conditions.

31. Execution and Counterparts. This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.

32. Amendment. This Contract may only be modified in writing signed by the parties.

- Signature Page Follows -

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Ryder Graphics, LLC
370 SW Columbia St
Bend, OR 97702

Clackamas County



Authorized Signature Date 5/24/23 Chair Date

Scott Ryder / Member

Name / Title (Printed)

Recording Secretary Date

499201-84

Oregon Business Registry #

Approved as to Form:

DLIC/OR

Entity Type / State of Formation

Andrew Naylor
Digitally signed by Andrew Naylor
Date: 2023.05.25 09:29:44 -07'00'

County Counsel Date

EXHIBIT A
RFP 2023-15



REQUEST FOR PROPOSALS #2023-15

FOR

CLACKAMAS COUNTY ELECTIONS BALLOT PRINTING

BOARD OF COUNTY COMMISSIONERS

**TOOTIE SMITH, Chair
PAUL SAVAS, Commissioner
MARK SHULL, Commissioner
MARTHA SCHRADER, Commissioner
BEN WEST, Commissioner**

**Gary Schmidt
County Administrator**

**Thomas Candelario
Contract Analyst**

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: April 11, 2023

TIME: 2:00 PM, Pacific Time

PLACE: <https://bidlocker.us/a/clackamascounty/BidLocker>

SCHEDULE

Request for Proposals Issued.....	March 9, 2023
Protest of Specifications Deadline.....	March 16, 2023, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	March 23, 2023, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	April 11, 2023, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award

TABLE OF CONTENTS

Section 1 – Notice of Request for Proposals
Section 2 – Instructions to Proposers
Section 3 – Scope of Work
Section 4 – Evaluation and Selection Criteria
Section 5 – Proposal Content (Including Proposal Certification)

SECTION 1 NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, April 11, 2023** (“Closing”), to provide **CLACKAMAS COUNTY ELECTIONS BALLOT PRINTING**. No Proposals will be received or considered after that time.

Location of RFP documents: OregonBuys

RFP Documents can be downloaded from the state of Oregon procurement website (“OregonBuys”) at the following address <https://oregonbuys.gov/bsa/view/login/login.xhtml>, Document No. S-C01010-000006071

Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from OregonBuys.

Submitting Proposals: Bid Locker

Proposals will only be accepted electronically thru a secure online bid submission service, **Bid Locker**. *Email submissions to Clackamas County email addresses will no longer be accepted.*

- A. Completed proposal documents must arrive electronically via Bid Locker located at <https://bidlocker.us/a/clackamascountry/BidLocker>.
- B. Bid Locker will electronically document the date and time of all submissions. Completed documents must arrive by the deadline indicated in Section 1 or as modified by Addendum. **LATE PROPOSALS WILL NOT BE ACCEPTED.**
- C. Proposers must register and create a profile for their business with Bid Locker in order to submit for this project. It is free to register for Bid Locker.
- D. Proposers with further questions concerning Bid Locker may review the Vendor’s Guide located at <https://www.clackamas.us/how-to-bid-on-county-projects>.

Contact Information

Procurement Process and Technical Questions: Thomas Candelario, tcandelario@clackamas.us

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages proposals from Minority, Women, Veteran and Emerging Small Businesses.

SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

2.1 Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2.2 Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

2.3 Protests of the RFP/Specifications: Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

2.4 Addenda: If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check OregonBuys for any notices, published addenda, or response to clarifying questions.

2.5 Submission of Proposals: Proposals must be submitted in accordance with Section 5. All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

2.6 Post-Selection Review and Protest of Award: County will name the apparent successful Proposer in a Notice of Intent to Award published on OregonBuys. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers shall be given seven (7) calendar days from the date on the Notice of Intent to Award to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by email, hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for

award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

2.7 Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

2.8 Public Records: Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.345(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

“This information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” (ORS 192.345). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

2.9 Investigation of References: County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

2.10 RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

2.11 Clarification and Clarity: County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

2.12 Right to Reject Proposals: County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

2.13 Cancellation: County reserves the right to cancel or postpone this RFP at any time or to award no contract.

2.14 Proposal Terms: All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an

extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

2.15 Oral Presentations: At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

2.16 Usage: It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

2.17 Review for Responsiveness: Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

2.18 RFP Incorporated into Contract: This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

2.19 Communication Blackout Period: Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

2.20 Prohibition on Commissions and Subcontractors: County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

2.21 Ownership of Proposals: All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

2.22 Clerical Errors in Awards: County reserves the right to correct inaccurate awards resulting from its clerical errors.

2.23 Rejection of Qualified Proposals: Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

2.24 Collusion: By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

2.25 Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

2.26 Commencement of Work: The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

2.27 Nondiscrimination: The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

2.28 Intergovernmental Cooperative Procurement Statement: Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the contractor and the participating public agency and shall not impact the contractor's obligation to the County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any Proposer, by written notification included with their Proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

Clackamas County is seeking Proposals from vendors to provide printing of official election ballots for the Clackamas County Elections Division.

Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.

3.2 BACKGROUND

Clackamas County Elections Division requires approximately 2 weeks production time to print a variable number of ballots for each election. In a countywide election this is currently over 325,000 ballots. Deliver them to mail-house at least 30 days prior to Election Day. County Elections will require test decks to test with our ballot scanning equipment within 3 business days of those files being provided to vendor. County Elections also requires quality assurance procedures to ensure quality of the print job remains such that ballots can be properly scanned with County vote tabulating equipment.

Printing schedules and deadlines will be provided to the vendor by Clackamas County Elections Division. Elections Division reserves the right to visit the vendor's site at any stage of operations required for printing services.

3.3. SCOPE OF WORK

3.3.1. Scope:

Printing of official election ballots for all elections in Clackamas County, this includes general elections, primary elections, special elections and recall elections. The ballots will be built and sent to the ballot printer after each statutory election filing deadline. Ballot Printer will receive PDF files of the ballots within a short time period after the filing deadline to allow for ballots to be designed and built. Ballots would need to be delivered to Clackamas County's mail vendor within a few weeks after the filing deadline on a schedule set by the Clackamas County Elections Division.

Ballots printed shall conform to our tally system vendor's specifications. Clackamas County Elections Division is currently using Hart Intercivic's Verity Voting system.

Minimum ballot specifications to include:

- Documents must be produced at 600 dpi or higher
- Basis Weight: 28#
- Bond Finish: Smooth Xerography
- Grain: Short
- Sheffield: 100-120
- Brightness: 91-96
- Content: Virgin wood fiber, 100% non-recycled content
- Florescent Level: 4%

- Moisture Content: 4.5%
- Packaging: Moisture resistant ream wrap, carton pack packaging with no more than one ballot style per box
- Trim: +/- .025”
- Squareness: +/- .0075”
- Toner Adhesion: Mill treatment that allows optimum binding of toner and paper fibers
- Ballots need to be printed on 8.5” by 11”, or 8.5” by 14”, or 11” by 17” paper
- ink will be black on 2 sides
- letter fold, depending on the size of the ballot and will be specified for each election

Proposals should include a QC plan that ensures high quality of ballot printing through the entire printing process, including, but not limited to quality of supplies, visual scrutiny of printed materials, a Ballot QC Overlay (provided by County Elections), and post printing handling, such as folding and packaging.

Ballot Printer must provide “daily specimen ballots” (at least one sample for every precinct/ballot style in each print run) to Clackamas County Elections in advance, to test scan those ballots through County ballot scanners to correct possible printing errors prior to delivery of ballots to the County’s mail and inserting vendor before the deadline specified for each election.

3.3.2. Work Schedule:

[Budget:

The County has an estimated project total of \$800,000, over the life of this contract, however firms shall provide competitive rates with an estimated not-to-exceed total. The proposed not-to-exceed price will be a factor in vendor selection.]

3.3.3. Term of Contract:

The term of the contract shall be from the effective date through June 30, 2027

3.3.4 Sample Contract: Submission of a Proposal in response to this RFP indicates Proposer’s willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample Goods & Services Contract, for this RFP can be found at <https://www.clackamas.us/finance/terms.html>.

Goods & Services Contract (unless checked, item does not apply)

Travel Expense Reimbursement is Authorized

The following insurance requirements will be applicable:

- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.

- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.

**SECTION 4
EVALUATION PROCEDURE**

4.1 An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

4.2 Evaluation Criteria

<u>Category</u>	<u>Points available:</u>
Proposer’s General Background and Qualifications	0-30
Scope of Work	0-45
Fees	0-25
Available points	0-100

4.3 Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

SECTION 5 PROPOSAL CONTENTS

5.1. Vendors must observe submission instructions and be advised as follows:

5.1.1. Proposals will only be accepted electronically thru Equity Hub's Bid Locker. Email submissions to Clackamas County email addresses will no longer be accepted.

5.1.2. Completed proposal documents must arrive electronically via Equity Hub's Bid Locker located at <https://bidlocker.us/a/clackamascounty/BidLocker>.

5.1.3. County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

5.1.4. Proposal may not exceed a total of **20 pages** (single-sided), inclusive of all exhibits, attachments, title pages, pages separations, table of contents, or other information. The Proposal Certification Page will NOT count towards the final page count.

Provide the following information in the order in which it appears below:

5.2. Proposer's General Background and Qualifications:

- Description of the firm.
- Credentials/experience of key individuals that would be assigned to this project.
- Description of providing similar services to public entities of similar size within the past five (5) years.
- Description of the firm's ability to meet the requirements in Section 3.
- Description of what distinguishes the firm from other firms performing a similar service.

5.3. Scope of Work

1. Detail your experience producing paper ballots for vote-by-mail Elections. Include specifically your experience printing ballots in Oregon and ballots for Hart InterCivic's Verity Voting System.
2. Detail your quality control procedures and steps in printing ballots that are both machine and human readable. How do you involve your client county elections offices in that process?
3. Clackamas County is the third most populous county in Oregon with more than 310,000 voters. We also have hundreds of ballot styles for each county-wide election. In addition small more frequent elections with smaller numbers of voters and ballot styles. Detail how process and quality control procedures might differ in these different types of elections.
4. What is your process of providing sample ballots (test decks) for Logic and Accuracy and other public tests?
5. Detail how you ensure ballot paper is at required quality and specifications.
6. What is your maintenance plan and process for your printing equipment, including printers and folders?
7. What is your response rate and time to client county election office requests for service or assistance?
8. How do you communicate with your client county election offices?
9. Describe your company's security procedures for handling ballots, including ballot print files, physical security until delivery, and disposing of over run or incorrectly printed ballots.

5.4. Fees

Fees should be on a time and material with a not to exceed fee basis. Fees should be sufficiently descriptive to facilitate acceptance of a Proposal. List the not-to-exceed amount you propose for the service. If time and

material basis – Fees and fee schedules should outline all estimated expenses, hourly rates for all assigned individuals, anticipated travel, other reimbursable expenses.

5.5. References

Provide at least three (3) references from clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references. Please note the required three references may not be from County staff, but additional references may be supplied.

5.6. Completed Proposal Certification (see the below form)

PROPOSAL CERTIFICATION
RFP #2023-15

Submitted by: _____
(Must be entity's full legal name, and State of Formation)

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS: As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.

SECTION II. NON-DISCRIMINATION: That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

SECTION III. CONFLICT OF INTEREST: The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

SECTION IV. COMPLIANCE WITH SOLICITATION: The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and
4. Will use recyclable products to the maximum extend economically feasible in the performance of the contract work set forth in this RFP.

Name: _____ Date: _____
Signature: _____ Title: _____
Email: _____ Telephone: _____
Oregon Business Registry Number: _____ OR CCB # (if applicable): _____

Business Designation (check one):

Corporation Partnership Sole Proprietorship Non-Profit Limited Liability Company

Resident Quoter, as defined in ORS 279A.120

Non-Resident Quote. Resident State: _____

EXHIBIT B
CONTRACTOR'S RESPONSE



RYDER ELECTION
SERVICES, L.L.C.

370 S.W. COLUMBIA ST.
BEND, OR 97702
PHONE
541 · 382-5934
FAX
541 · 382-5908

Bid proposal for Clackamas County Ballot printing. Bid number 2023-15

Ryder Election Services, LLC
370 SW Columbia St.
Bend, OR 97702
541-382-5934

5.2 Proposer's General Background and Qualifications:

- **Description of firm**

Located in Bend, Oregon, Ryder Election Services, LLC (RES) is a family-owned business that has been operating continuously since 1902, originally as Ryder Printing Company. We specialize in providing ballot layout, ballot printing, election definition creation and testing for Vote by Mail customers in the State of Oregon. RES currently provides ballot printing services for 34 of Oregon's 36 counties, as well as one county in Washington. We also provide election management services for many private organizations including labor unions and electric cooperatives. Ryder Election Services, LLC prides itself on operating with honesty and integrity.

- **Credentials/experience of key individuals that would be assigned to this project.**

Tom Ryder has almost 57 years of experience working with county governments helping them implement tally systems, laying out ballots and printing ballots.

Scott Ryder has 30 years of experience with ballot layout, election definition creation and ballot printing for all of RES' customers. He has also assisted with testing the interface between Oregon's OCVR system and the tally systems used by Oregon's counties.

Kyle Hawkins has 28 years of experience working directly with counties in Oregon as well as with our private election customers. Kyle manages customer service and support, and also plays a key role in the ballot printing process.

- **Description of providing similar services to public entities of similar size within the past five (5) years.**

RES has provided ballot printing services for Multnomah County, Oregon for 60+ years. We currently provide ballot printing services for them for all elections. Multnomah County provides print ready pdfs, which we use to print all ballots for the County. RES also folds all ballots, and delivers them to the mail facility in time for them to be inserted and mailed by the state mandated deadline. RES also prints pre-marked test ballots for Multnomah County to use in their testing process.

RES also provides the same services for Washington County, Oregon. In addition to printing and folding ballots to be provided to the mail facility, we also print and fold ballots for Washington

County's overseas and military voters. This a tighter deadline, and ballots are shipped to arrive in time for the County assemble and mail the ballot packets to voters.

- **Description of the firm's ability to meet the requirements in Section 3.**

RES has invested heavily in new equipment in order to ensure a high quality product that can be produced quickly under tight deadlines. Our entire staff is very experienced in ballot production. Our shortest term employee has been with us for 15 years. This means everyone involved with ballot production has a great deal of experience in their field.

We have a long term relationship with our paper supplier, which ensures we receive the proper paper, on time, at a very competitive price.

- **Description of what distinguishes the firm from other firms performing a similar service.**

RES has been printing ballots for county governments for over 60 years. We have a tremendous amount of knowledge and experience in printing Vote by Mail ballots in the State of Oregon. Ask any of our 34 Oregon customers and they will tell you there isn't anything we won't do for our customers. In all our years in this business, we have never missed a deadline. Clackamas County can be confident that if they choose Ryder Election Services, LLC, their ballots will be printed with the highest quality, accuracy, and on time.

5.3 Scope of Work

1. Detail your experience producing paper ballots for vote-by-mail elections. Include specifically your experience printing ballots in Oregon and ballots for Hart InterCivic's Verity Voting System.

Ryder Election Services, LLC has been printing paper ballots for Oregon counties since well before Vote by Mail was introduced. As stated previously, we currently print Vote by Mail ballots for 34 of Oregon's 36 counties. Our staff has an intimate knowledge of what it takes to produce ballots under the Vote by Mail rules and deadlines.

RES has printed ballots for Clackamas County since your August 2022 Special Election. Because of this experience, we are very familiar with the requirements of Hart InterCivic's Verity Voting System. We have worked with both County personnel, and Hart InterCivic directly to ensure that we fully understand the intricacies of the Verity ballot. In the three elections we have produced so far, there have been no issues with mailing or tallying the ballots.

2. Detail your quality control procedures and steps in printing ballots that are both machine and human readable. How do you involve your client county elections offices in that process?

Once ballot pdfs are received, they are inspected by our Prepress Manager to be sure they are not corrupt and have the appropriate resolution to ensure quality printing.

Once the files have been verified, test ballots are printed using the same presses and paper as the main ballot run. Those test ballots are sent to the County for their approval prior to printing the main run of ballots.

Once the test ballots are approved by the County, the main run of ballots can be produced. Our digital presses are programmed to produce a sample ballot every 100 sheets. These ballots are output to a

separate area on the press that can be easily accessed by the operator. The ballots are inspected visually for any defects or extraneous marks. They are then checked using the Hart InterCivic Verity ballot overlays to be sure the ballots are printed in the proper position on the paper. Once approved by the operator, the sample ballot is placed in a box that is labeled with the press ID and date. These sample ballots are saved until the County has completed tallying ballots at the end of the election.

Once ballots have been printed, they are inspected again by the folder operator prior to folding and boxing

Sample ballots are available for inspection at any time at the request of the county. In addition, any client county is welcome to be on site, in our facility, as their ballots are being printed. They can observe both the printing and folding operations of their ballots.

3. Clackamas County is the third most populous county in Oregon with more than 310,000 voters. We also have hundreds of ballot styles for each county-wide election. In addition small more frequent elections with smaller numbers of voters and ballot styles. Detail how process and quality control procedures might differ in these different types of elections.

RES treats every election with the same level of importance. Quality control for a small election is as stringent as a county wide election. The same quality control measures described above are followed whether the election is for 100 voters or 600,000 voters.

4. What is your process of providing sample ballots (test decks) for Logic and Accuracy and other public tests?

There are 2 different options for test decks for Logic and Accuracy testing. If the county is able to provide pdfs with pre-marked votes, we will print those ballots and ship them to the county according to their timeline.

If the county is not able to provide pre-marked ballot files, we will print whatever quantity is needed of each style and ship them to the county according to their timeline.

5. Detail how you ensure ballot paper is at required quality and specifications.

Prior to printing any ballots for Clackamas County, we worked with our supplier to find a paper that met the specifications required by Hart InterCivic for Verity ballots. Once we found an appropriate paper, we ran test ballots and sent them to the County Clerk for testing. The tests were successful. We now use only that paper for Clackamas County ballots, and have instructed our supplier to notify us if there are any changes to the production standards of that brand of paper. If changes occur, we will go through the testing procedures again to be sure the paper performs as expected.

6. What is your maintenance plan and process for your printing equipment, including printers and folders?

Our digital presses are inspected by certified technicians prior to each election to ensure all parts are clean and functioning properly. An inventory is done of all spare parts on hand and any parts that may be needed are ordered prior to the start of printing. During production, we contract with our service vendor to ensure we have a dedicated technician on call at all times when the presses are running. This minimizes any down time and enables us to run at full capacity as much as possible.

Folders are maintained by our operators. They are inspected prior to each election and any parts necessary are replaced and any necessary adjustments are made. Periodic inspections are made throughout the election to ensure the folders run without interruption.

7. What is your response rate and time to client county election office requests for service or assistance?

Requests for service or assistance are treated with the utmost urgency. If a physical visit to the County Clerk's office is required, we will be there within 24 hours. If requests can be handled internally, they are dealt with immediately. If the request is for additional ballots or replacement ballots, they are put into our print queue and completed however quickly the customer requires.

8. How do you communicate with your client county election offices?

Client counties are provided with our main phone number, as well as cell phone numbers and email addresses of all RES staff involved in the coordination of ballot printing. We can be reached at any time using any of these methods. If an in person meeting is requested, we can come to your offices on short notice.

9. Describe your company's security procedures for handling ballots, including ballot print files, physical security until delivery, and disposing of over run or incorrectly printed ballots.

We request that ballot files be sent to us using our secure ftp site. Once the files are received, they are moved to our secure server, and removed from the ftp site.

Our building is equipped with a monitored security system that is armed any time there is no one in the building. Access to the production facility is controlled as well. An electronic key fob is required for entry to the production area where ballots are held. Any visitor is required to sign in, and be escorted in to the production area by an RES employee.

Over run or incorrectly printed ballots are stored in bins in our production facility until they can be shredded by a local, secure shredding company. Ballots are shredded on site before they are allowed to be removed from the premises.

5.4 Fees

Pricing shown below reflects current costs and is guaranteed through 2023. Pricing beyond 2023 may be increased based on cost of paper and other supplies.

8.5 x 11 ballot: \$0.34/ballot

8.5 x 14 ballot: \$0.36/ballot

11 x 17 ballot: \$0.39 ballot

Freight to be charged at cost, not to exceed \$3500.00 per election

5.5 References

Tim Scott, Elections Director
Multnomah County
1040 SE Morrison Street
Portland, OR 97214
503-988-3719
tim.scott@multco.us

Dan Forester, Elections Manager
Washington County
2925 NE Aloclek Drive, Suite 170
Hillsboro, OR 97124
503-846-5822
dan_forester@washingtoncountyor.gov

Tassi O'Neil, County Clerk
Tillamook County
201 Laurel Avenue
Tillamook, OR 97141
503-842-3402
toneil@co.tillamook.or.us

Steve Dennison, County Clerk
Deschutes County
1300 NW Wall Street, Suite 202
Bend, OR 97703
541-388-6547
steved@deschutescounty.gov

Ryder Election Services, LLC
370 SW Columbia Street
Bend, Oregon 97702
541-382-5934

Contact person:

Scott Ryder

541-382-5934

scott@rydergraphics.net

Ownership information:

Thomas Ryder

60360 Sunset View Dr.

Bend, Oregon 97702

Carolyn Ryder

60360 Sunset View Dr.

Bend, Oregon 97702

Scott Ryder

19538 Meadowbrook Dr.

Bend, Oregon 97702

PROPOSAL CERTIFICATION
RFP #2023-15

Submitted by: Ryder Election Services, LLC - Oregon
(Must be entity's full legal name, and State of Formation)

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS: As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.

SECTION II. NON-DISCRIMINATION: That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

SECTION III. CONFLICT OF INTEREST: The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

SECTION IV. COMPLIANCE WITH SOLICITATION: The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and
4. Will use recyclable products to the maximum extend economically feasible in the performance of the contract work set forth in this RFP.

Name: Scott Ryder Date: 3/13/2023
Signature: [Signature] Title: Member
Email: scott@ryderelectronics.net Telephone: 541-382-5934
Oregon Business Registry Number: 499201-84 OR CCB # (if applicable): _____

Business Designation (check one):

Corporation Partnership Sole Proprietorship Non-Profit Limited Liability Company

Resident Quoter, as defined in ORS 279A.120

Non-Resident Quote. Resident State: _____