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**MULTNOMAH COUNTY  
DEPARTMENT OF COMMUNITY SERVICES  
ELECTIONS DIVISION**

**REQUEST FOR COMPETITIVE PROPOSAL QUOTES (CPQ)  
*FOR***

**VOTE BY MAIL ENVELOPES FOR MULTNOMAH COUNTY  
ELECTIONS ON A REQUIREMENTS BASIS**

**January 5, 2015**

**PROPOSALS DUE: January 28, 2015**

Proposals by email to: [claudia.j.arvidson@multco.us](mailto:claudia.j.arvidson@multco.us)

**Submit Proposals to the Attention of:**

Multnomah County Elections  
Attention Claudia Arvidson  
1620 SE 190<sup>th</sup> Ave.  
Portland, Oregon 97233  
PH: 503-988-5068  
[claudia.j.arvidson@multco.us](mailto:claudia.j.arvidson@multco.us)

**Refer Questions in Writing to:**

Claudia Arvidson  
Procurement Analyst Sr.  
1620 SE 190<sup>th</sup> Ave.  
Portland, Oregon 97233  
PH: 503-988-5068 FAX: 503-988-3419  
[claudia.j.arvidson@multco.us](mailto:claudia.j.arvidson@multco.us)

The last day for questions regarding this solicitation is January 22, 2015.

## OFFEROR REPRESENTATIONS AND CERTIFICATIONS

### FAILURE OF THE OFFEROR TO COMPLETE AND SIGN THIS FORM MAY RESULT IN REJECTION OF THE SUBMITTED OFFER

The undersigned, having full knowledge of the specifications for the goods or services specified herein, offers and agrees that this offer shall be irrevocable for at least 30 calendar days after the date offers are due, and if accepted, to furnish any and/or all goods or services as described herein at the prices offered and within the time specified.

OFFEROR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_ WEB SITE: \_\_\_\_\_

DATE/STATE OF INCORPORATION: \_\_\_\_\_

BUSINESS DESIGNATION: ☐ Corporation ☐ Sole Proprietor ☐ Partnership ☐ S Corporation  
☐ Non-Profit ☐ Government ☐ Other \_\_\_\_\_

MWESB CERTIFICATION: Number \_\_\_\_\_ ☐ Minority-Owned ☐ Woman-Owned ☐ Emerging, Small ☐ N/A

### ASSURANCES - The Offeror attests that:

1. The person signing this offer has the authority to submit an offer and to represent Offeror in all phases of this procurement process;
2. The information provided herein is true and accurate;
3. The Offeror is a resident proposer, as described in ORS 279A.120, of the State of \_\_\_\_\_, **(insert State)** and has not discriminated against any minority, women, or emerging small business enterprises in obtaining any required subcontracts, in accordance with ORS 279A.110.

"Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder". ORS 279A.120 (1) (b)

4. Any false statement may disqualify this offer from further consideration or be cause of contract termination;
5. The Offeror will notify the Department Contracts Officer within 30 days of any change in the information provided on this form.

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - The Offeror certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency;
2. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in paragraph 2. of this certification;
4. Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract;
5. Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract; and
6. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

Where Offeror is unable to certify to any of the statements in this certification, Offeror shall attach an explanation to their offer. The inability to certify to all of the statements shall not necessarily preclude Offeror from award of a contract under this procurement.

### SIGNATURE OF AUTHORIZED PERSON

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name & Title \_\_\_\_\_

Contact Person for this procurement: \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

<b>Department:</b>	<b>Department of Community Services</b>
<b>Division:</b>	<b>Elections Division</b>
<b>CPQ No.:</b>	<b>RFX# 4000003176</b>
<b>Title:</b>	<b>Vote by Mail Envelopes for Multnomah County Elections on a Requirements Basis</b>

## **SECTION 1 - General Descriptions and Specifications**

### **1. INTRODUCTION**

Multnomah County is seeking Bids for envelope printing services from a customer service oriented company that takes an environmentally progressive pro-active approach in manufacturing and printing. The County expects this company to work closely with its customers in finding better and more efficient ways to supply the customer's envelope needs.

In 1998 Oregon became the first state to conduct all elections by mail. For each election, every registered voter in Multnomah County receives a ballot packet that is mailed to them. This packet is inserted in a #11 outgoing window envelope, and includes a #10 color striped Return Signature Envelope, a #9 Secrecy Envelope, a ballot and sometimes an information sheet or a 16 page voter pamphlet. We use a mailing company to inkjet the voter's individual address onto the #10 Return Signature Envelopes. The entire voter packet is then inserted into the #11 outgoing envelope. The packet is sealed, sorted and mailed to voters 20 days prior to Election Day.

Multnomah County Elections will have between one (1) and four (4) Vote-By-Mail elections in a given year. For each election, between 100,000 and 500,000 ballot packets will be mailed to voters. Multnomah County generally has two (2) County-wide elections each year with 450,000 ballot packets needed for each election.

The County requires submission of final proofs of all envelopes to Multnomah County prior to the manufacturing and printing of the envelopes. Multnomah County Elections Division will be responsible for approving the proofs and obtaining United States Postal Service "approval" of the envelope designs in accordance with Postal Regulations.

### **2. GENERAL DESCRIPTION OF SERVICES**

Multnomah County Elections, the United States Postal Service and the State of Oregon have spent years developing and refining our processes for Vote-By-Mail (VBM) elections. Elections are under tight state timeline requirements, in addition to Federal, State and US Postal Service rules for election mailings, design and envelope specifications.

The intent of these requirements is to obtain prices for the printing of all election related envelopes for Multnomah County elections. All products and services shall comply with any and all relevant Federal, State and US Postal Service rules for election mailings, envelope design and envelope specifications.

### **3. ORDINARY DELIVERY AND EMERGENCY DELIVERY**

Typically, notice for delivery shall be given to the Contractor by e-mail or written letter one month in advance of the need date. The Elections Division direction shall specify the address of the mailing bureau selected by the County to process the election materials.

Under Emergency conditions as determined by the Elections Division, bid items shall be delivered within 72-hours (three working days) of the Notice for Emergency delivery. If the Notice of Emergency is sent such that the delivery would be on a weekend or County Observed Holiday, then the delivery shall be

due the next working day. Notice for Emergency Delivery may be sent by FAX or e-mail and the 72-hour period shall begin upon receipt of the order by the Contractor. If the order includes alterations or changes to the above Bid Items, a delivery date must be agreed upon by both parties. Ordered items shall be delivered FOB Destination to the mailing bureau location within Multnomah County as specified by the Elections Division. The Contractor will be allowed up to a five percent (5%) bid price increase for 72-hour orders for the special handling/processing required.

For both Routine and Emergency deliveries, only inside deliveries shall be accepted between the hours of 8 am through 4 pm, Pacific Time, Monday through Friday. No County acknowledged holiday deliveries will be accepted.

The County reserves the right to change delivery sites throughout the contract period. New sites may be added and/or others may be dropped. There shall be no change in cost for delivery site changes. Closing or deletion of any such sites shall not change the Contractor's obligations to provide all products and services described herein to all remaining or added County locations.

#### **4. METHOD OF AWARD**

Awarded will be made to the bidder who has the highest scoring proposal and is determined to be responsive and responsible. The award will be made on an all or none basis.

#### **5. METHOD OF CONTRACTING**

A Multnomah County Services Contract will be awarded as a result of this CPQ. The delivery or furnishing of any of the bid items cannot commence until a contract is duly and properly executed. A sample services contract will be sent as a separate attachment.

#### **6. ESTIMATED PURCHASES**

The quantities indicated are estimates of anticipated one-year purchases and are offered solely for the purpose of Bid evaluation. The estimates provided are based on the previous year's usage. Larger or smaller quantities may be purchased and the Contractor agrees to deliver as ordered. The annual purchase amount is estimated to be \$75,000 annually. The County in no way implies or guarantees that the estimated amounts or any amount will be purchased during the term of any contract resulting from this Invitation to Bid.

#### **7. NONPERFORMANCE**

In the event of nonperformance under the resulting contract, the County shall have the right to obtain from other sources such products and/or services as may be required to accomplish the work not performed, and it is agreed that the difference in cost, if any, for said work or goods shall be borne by the Contractor. The Contractor will also bear any costs incurred for errors made on the part of the Contractor on a single project, such as rejection by the United States Postal Service (USPS). For purposes of this section, nonperformance shall be defined as failure to appear and perform work and/or deliver goods as specified and scheduled.

If items ordered by the County are not delivered when required by the contract, the County may terminate the contract. If this occurs within the first year of the contract the County may initiate a contract with the second highest scoring vendor.

#### **8. ADDITIONAL CHARGES**

Any additional charges for alterations, quantity, or specification changes, or any services or materials not covered in this bid shall be itemized in writing by the contractor and approved by the contact person representing the Elections Division with whom the project is being coordinated.

## **9. SAMPLES**

**Samples of Bid Item #1 – VBM Secrecy #9 envelope, Bid Item #2 – tactile #10 VBM Return Envelope and Bid Item #3 – tactile #11 VBM Outgoing Window Envelope** will be required from the Apparent Low Bidder prior to Contract execution. These samples must be furnished at no cost to the County. If not destroyed or mutilated in testing, samples will, upon request, be returned at the bidder's expense.

Samples are required for the purpose of determining whether the samples meet the specifications in this Invitation for Bid. If any sample fails to meet the applicable specification for that item, the Contractor shall be deemed non-responsive and may result in cancellation of the award proceeding. The County then has the option to contact the second highest scoring vendor to request samples and if acceptable, proceed to offer a contract.

## **10. ADD/DELETE ITEMS**

Multnomah County reserves the right to add or delete or modify items of envelopes during the term of awarded contract as determined necessary by the County. Modified or new items shall be negotiated with the Contractor and subject to the terms of the contract.

## **11. STORAGE OF ENVELOPES**

Vendor agrees to store at least 1 set of envelopes (450,000 #9 VBM Secrecy, 450,000 #10 VBM Signature Return Envelopes and 450,000 #11 VBM Outgoing Window Envelopes) for Multnomah County Elections in a climate controlled warehouse, so that the County always has a set of envelopes available for any unexpected special election. The County will rotate this set of envelopes in storage.

## **12. METHOD OF PAYMENT**

Payments shall be approved by the Multnomah County Elections Division unless otherwise specified, upon submission of net 30 day invoice to:

ATTN Accounts Payable  
Multnomah County Elections  
1040 SE Morrison Street  
Portland OR 97214-2417

Itemized invoice billings shall be made on a per job basis and include detailed description of envelopes ordered, quantity, per unit price, service provided, extended service price, and total job cost. Invoices shall reference the Contract or Purchase Order number, date and person's full name placing the order. If the work covered by the invoice is incomplete or defective, the payment may be withheld or reduced until the work is corrected and complete.

## **13. PRICE ADJUSTMENT CLAUSE**

All Bid prices shall be protected from increase for six months (180 days). Requests for changes in bid prices shall be submitted in writing sixty (60) days prior to the proposed date of change, and then only in the same proportion that changes have occurred on the manufacturer's latest published price lists, discount schedules, federal price index, or other means of positive verification. The County shall have

the right to accept or reject any proposed change(s) in any of the originally offered prices or discounts.

The County shall be given the immediate benefit of any price decrease. Contractor shall promptly notify County Elections of the amount and effective date of such decrease. This decrease shall apply to orders placed on or after the effective date of the decrease. Invoices shall reflect prices in effect on the date the order was placed with the Contractor.

Should such decreased prices again increase during the term of the contract, including extensions, the County shall honor the increase if acceptable documentation verifying the increase is submitted to the County. The County shall determine what constitutes acceptable documentation.

#### **14. ADDITIONAL CHARGES**

No additional charges above those that are bid shall be invoiced or paid without prior written approval from an authorized County agent.

#### **15. INVENTORY**

Bidder agrees to maintain reasonable inventories to insure that delivery can be accomplished according to the terms of this Invitation to Bid. Items should be stored in a climate controlled and secured warehouse in such a place as to permit delivery within 72-hours if required. Repeated back-ordering by the Contractor of orders by Multnomah County may be cause for Contract cancellation or County to affect coverage by utilizing alternate sources. The Contractor shall reimburse the County for all costs thereof, in providing coverage. Back order items shipped from other locations to fulfill and/or to meet deadlines shall not result in any additional cost to the County.

#### **16. DISPUTES**

In case of any doubt or differences of opinions as to the items or service to be furnished hereunder, or from evaluation and/or testing of substitutes, or the interpretation of the provisions of this procurement, the decision of Multnomah County shall be final and binding upon all parties.

#### **17. TRIAL PERIOD**

The first sixty (60) days of the contract following the first delivery shall be a trial period as related to the contract services and specification compliance. The sixty (60) day trial period shall commence when the first order is delivered by the Contractor.

A Contractor who is not in compliance during this trial period may be terminated by the County with ten (10) calendar days' notice of noncompliance. The Contractor shall also have the option to give ten (10) calendar days' notice of termination to the County during this trial period should conditions arise which would preclude the Contractor from complying with the Contract provisions. Should such a termination occur, the County shall have the option to make a new Contract award with the next lowest, responsive and responsible Bidder.

#### **18. SUSTAINABILITY**

The County is committed to purchase products that are environmentally responsible and safe for workers, building occupants and visitors.

The County requires that the products in this CPQ meet or exceed EPA guidelines for recycled content. ([www.epa.gov/cpg/products/printing.htm](http://www.epa.gov/cpg/products/printing.htm) and more specifically,

<http://www.epa.gov/epawaste/conserve/tools/cpg/pdf/paper.pdf> ).

Envelope manufacturer must have certifications in the Forest Stewardship Council (FSC) and in the Sustainable Forestry Initiative (SFI).

Envelope manufacturer must look for ways to recycle or eliminate waste from its manufacturing process. All envelopes are expected to contain a **minimum of 30% recycled paper** as available for specified product.

Envelope manufacturer must look for ways to reduce or eliminate the need for hazardous chemicals in their manufacturing processes.

## **19. TERM OF CONTRACT**

The time period of the resulting contract will be three (3) years, limited to a maximum amount of \$150,000.

## **20. MINIMUM PROPOSAL SUBMITTAL REQUIREMENTS**

- Ability to print Web style envelopes with tactile holes as described in Product Specifications.
- Ability to produce 450,000 Web style #9 VBM envelopes, 450,000 Web style #10 VBM envelopes and 450,000 Web style #11 VBM envelopes within 4 weeks of the County ordering.
- Ability to store at least 1 set of envelopes (450,000 #9 Secrecy, VBM envelopes, 450,000 #10 VBM Signature Return Envelopes and 450,000 #11 VBM Outgoing Window Envelopes for Multnomah County Elections in a climate controlled warehouse.
- Provide itemized invoices for all services provided.
- Certifications in the Forest Stewardship Council (FSC).
- Certifications in the in the Sustainable Forestry Initiative (SFI).

## **21. INSURANCE REQUIREMENTS**

A sample Services Contract is attached with insurance requirements indicated on Exhibit 2.

## **22. EVALUATION PROCESS FOR WRITTEN RESPONSE**

Bid responses will be scored by a panel of 3 to 4 individuals who have a familiarity with the product and Election processes. The Department may choose to conduct oral interviews if it is in the County's best interest to do so.

## **23. PROPOSAL QUESTIONS & SCORING**

This CPQ contains a 2 page form for product prices; Section III, and a 3 page form with 11 questions to be answered; Section IV. The total number of points possible for the CPQ is 200; 50 for the pricing, and the remainder for the questions as indicated on the response sheets.

## **24. CHECKLIST**

Submission must include the following for consideration:

- Offeror Representations and Certifications Sheet, numbered 1 on this CPQ.
- 2 Bid Pages marked Section III, numbered 11 and 12.
- 3 Bid Response Sheets marked Section IV, numbered 13,14,15 and 16.

# **SECTION II - PRODUCT SPECIFICATIONS**

Through working with several mailing companies and experimenting with various envelope styles, Multnomah County has found that the web side seam envelope with high quality control standards, achieves the best results. See attached **Exhibits A – J** for sample illustration of each envelope.

Samples of all envelopes are available upon request. Variations in description and illustration as set forth below may occur, and are for bidding purposes only.

**Bid Item #1: #9 VOTE-BY-MAIL SECRECY ENVELOPE** (See sample at Exhibit A):

Description: 3-7/8" X 8-7/8" with 1-3/4" flap, easy open/pop open scallop perforations all the way to the corner on back of envelope; web style with 3/4" side seams; Paper is 24# Recycled white woven, Ink colors of Black and Warm Red, printing of face back and flap, inside tint of PMS 429 Gray (see Exhibit A), One 3/8" drill hole in envelope face, 4-9/16 from left, 1-3/8 from bottom (from center of drill hole) and one 3/8" drill hole in envelope back, 4-9/16 from right, 1-3/8 from bottom (from center of drill hole).

**Bid Item #2: #10 VOTE-BY-MAIL SIGNATURE RETURN ENVELOPE** (See Sample at Exhibit B):

Description: 4-1/8" x 9-1/2" with 1-3/4" seal flap, web style envelope with 3/4" side seam; use 24# Recycled white woven paper; ink colors of black and a pantone color for the bar; Printing on face back and flap (see Exhibit B); no inside tint; full gum; drill one 5/16" hole in front of envelope, centered 5" from the right and 9/16" from the bottom; Drill two holes in the back of the envelope, one 3/8" hole centered 5" from the right and 9/16" from the bottom; drill the second 5/16" hole in back of envelope only, centered 1" from the right and 9/16" from bottom of envelope (the exact area as sample); printed 2-color (some shading) face, flap & back w/postal logo and bar code with wrap around colored split bar on top left edge & solid bar on bottom left edge of envelope – colors to be chosen at time of purchase.

**Bid Item #3: #11 VOTE-BY-MAIL OUTGOING WINDOW ENVELOPE WITH INDICIA AND NO TAX STATEMENT** (See sample at Exhibit C)

Description: 4-1/2" x 10-3/8" with 2" seal flap; use 24# white woven paper; web (banker flap) style envelope with 3/4" side seams; printing 2 color (some shading) PMS 485 red and black, printing on face, back and flap. Include wrap around bar on top left side of envelope; drill a 1/4" hole on face of envelope only, centered 6-1/16" from left and 1-1/4" from bottom of envelope with poly behind it (see sample); window is 4-1/2" x 1-1/2" in size – Poly must be 6-1/2" by 2-1/4" placed .875 from left and .625 from bottom and must be glued securely inside envelope to cover window and both sides of tactile hole.

**Bid Item #4: #11 VOTE-BY-MAIL OUTGOING WINDOW ENVELOPE WITH INDICIA AND WITH TAX STATEMENT** (See sample at Exhibit D):



Description: 4-1/2" x 10-3/8" with 2" seal flap; use 24# white woven paper; web (banker flap) style envelope with 3/4" side seams; printing 2 color (some shading) PMS 485 red and black, printing on face, back and flap. Include wrap around split bar on top left side of envelope; drill a 1/4" hole on face of envelope only, centered 6-1/16" from left and 1-1/4" from bottom of envelope with poly behind it (see sample); window is 4-1/2" x 1-1/2" in size – Poly must be 6-1/2" by 2-1/4" placed .875 from left and .625 from bottom and must be glued securely inside envelope to cover window and both sides of tactile hole.

**Bid Item #5: #10 VOTE-BY-MAIL MILITARY RETURN ENVELOPE** (See sample at Exhibit E):

Description: 4-1/8" x 9-1/2" with 1-3/8" seal flap, web style envelope with 3/4" side seam; printed 1-color (some shading) face, flap & back w/postal logo and bar code: 24# Recycled paper, printing on face, back and flap; no inside tint; full gum.

**Bid Item #6: #11 VOTE-BY-MAIL OUTGOING MILITARY WINDOW ENVELOPE** (See sample at Exhibit F):

Description: 4-1/2" x 10-3/8" white 24# Recycled paper envelope with 1 3/4" seal flap; use 24# white woven paper; web (banker flap) style envelope with 3/4" side seams; printing 1 color (some shading) PMS 485 Red, printing on face and back. Window is 4-1/2" x 1-1/2" in size – Poly must be placed .875 from left and .625 from bottom and must be glued securely inside.

**Bid Item #7: #10 VOTE-BY-MAIL REPLACEMENT BALLOT RETURN ENVELOPE** (See sample at Exhibit G):

Description: 4-1/8" x 9-1/2" with 1-1/4" seal flap, web style envelope with 3/4" side seam; use 24# Recycled white woven paper; ink colors of black and a pantone 165 orange color for the bar; Printing on face back and flap (see exhibit G); no inside tint; full gum; drill one 5/16" hole in front of envelope, centered 5" from the right and 9/16" from the bottom; Drill two holes in the back of the envelope, one 3/8" hole centered 5" from the right and 9/16" from the bottom; drill the second 5/16" hole in back of envelope only, centered 1" from the right and 9/16" from bottom of envelope (the exact area as sample); printed 2-color (some shading) face, flap & back w/postal logo and bar code with wrap around colored solid bar on top left edge & solid bar on bottom left edge of envelope.

**Bid Item #8: #10 VOTE-BY-MAIL PROVISIONAL BALLOT RETURN ENVELOPE** (See sample at Exhibit H):

Description: 4-1/8" x 9-1/2" with 1-1/4" seal flap, web style envelope with 3/4" side seam; use 24# Recycled white woven paper; ink colors of black and a pantone 1685 brown color for the bar; Printing on face back and flap (see exhibit H); no inside tint; full gum; drill one 5/16" hole in front of envelope, centered 5" from the right and 9/16" from the bottom; Drill two holes in the back of the envelope, one 3/8" hole centered 5" from the right and 9/16" from the bottom; drill the second 5/16" hole in back of envelope only, centered 1" from the right and 9/16" from bottom of envelope (the exact area as sample); printed 2-color (some shading) face, flap & back w/postal logo and bar code with wrap around colored solid bar on top left edge & solid bar on bottom left edge of envelope.

**Bid Item #9: #11 VOTE-BY-MAIL OUTGOING WINDOW ENVELOPE NO INDICIA AND NO TAX STATEMENT** (See sample at Exhibit I):

Description: 4-1/2" x 10-3/8" with 1 3/4" seal flap; use 24# white woven paper; web (banker flap) style envelope with 3/4" side seams; printing 2 color (some shading) PMS 485 Red and Black, printing on face,

back and flap. Include wrap around bar on top left side of envelope; drill a 1/4" hole on face of envelope only, centered 6-1/16" from left and 1-1/4" from bottom of envelope with poly behind it (see sample); window is 4-1/2" x 1-1/2" in size – Poly must be 6-1/2" by 2-1/4" placed .875 from left and .625 from bottom and must be glued securely inside envelope to cover window and both sides of tactile hole.

**Bid Item #10: #11 VOTE-BY-MAIL OUTGOING WINDOW ENVELOPE NO INDICIA AND TAX STATEMENT** (See sample at Exhibit J):

Description: 4-1/2" x 10-3/8" with 2" seal flap; use 24# white woven paper; web (banker flap) style envelope with 3/4" side seams; printing 2 color (some shading) PMS 485 Red and Black, printing on face, back and flap. Include split wrap around bar on top left side of envelope; drill a 1/4" hole on face of envelope only, centered 6-1/16" from left and 1-1/4" from bottom of envelope with poly behind it (see sample); window is 4-1/2" x 1-1/2" in size – Poly must be 6-1/2" by 2-1/4" placed .875 from left and .625 from bottom and must be glued securely inside envelope to cover window and both sides of tactile hole.

### SECTION III - BID PAGES (50 Points Possible)

Multiply cost per thousand by quantity for total cost.

#	ITEM	GUM	MATERIAL & WEIGHT	ENVELOPE COLOR	PRINTING COLOR	COST PER THOUSAND	QUANTITY	TOTAL COST
1	<b>Vote-By-Mail #9 Secrecy Envelope (3-7/8" x 8-7/8") with easy open feature and a hole drilled.</b>	Regular Full	24#Recycled Woven	<b>White, : with SECRECY TINT</b>	Black/Warm Red (Flexo) 2-sided	\$_____.	<b>450,000</b>	\$_____.
2	<b>Vote-By-Mail #10 Return Envelope (4-1/8" x 9-1/2") with tactile holes drilled.</b>	Regular Full	24#Recycled Woven	White	Text Black ink (Flexo) 2-sided (wrap bars, 2-color changes)	\$_____.	<b>450,000</b>	\$_____.
3	<b>Vote-By-Mail #11 Outgoing Envelope with poly window, No Tax. (Window: 1-1/2" x 4-1/2") With tactile hole</b>	Regular Full	24#Recycled Woven	White	Wrap Bar top – 2 color; Black + Red (Flexo) 2-sided	\$_____.	<b>450,000</b>	\$_____.
4	<b>Vote-By-Mail #11 Outgoing Envelope with poly window, with tax. (Window: 1-1/2" x 4-1/2")</b>	Regular Full	24#Recycled Woven	White	Wrap Bar top – 2 color; Black + Red (Flexo) 2-sided	\$_____.	<b>450,000</b>	\$_____.
5	<b>Vote-By-Mail #10 Military return envelope</b>	Regular Full	24#Recycled Woven	White	Text Black ink, 2-sided	\$_____.	<b>10,000</b>	\$_____.
6	<b>Vote-By-Mail #11 Outgoing Military Window Envelope (Window: 1-1/2" x 4-1/2")</b>	Regular Full	24#Recycled Woven	White	Text - Red (Flexo) 2-sided	\$_____.	<b>10,000</b>	\$_____.
7	<b>Vote-By-Mail #10 Replacement Ballot Envelope (4-1/8" x 9-1/2") with tactile holes drilled.</b>	Regular Full	24#Recycled Woven	White	Text Black ink (Flexo) 2-sided (Colored wrap bars, with 2-color changes)	\$_____.	<b>25,000</b>	\$_____.

#	ITEM	GUM	MATERIAL & WEIGHT	ENVELOPE COLOR	PRINTING COLOR	COST PER THOUSAND	QUANTITY	TOTAL COST
8	Vote-By-Mail #10 Provisional Ballot Envelope (4-1/8" x 9-1/2") with tactile holes drilled.	Regular Full	24#Recycled Woven	White	Text Black ink (Flexo) 2-sided (Colored wrap bars, with 2-color changes)	\$_____.	2,000	\$_____.
9	Vote-By-Mail #11 Outgoing Envelope with poly window, Without indicia No Tax. (Window: 1-1/2" x 4-1/2") With tactile hole	Regular Full	24#Recycled Woven	White	Wrap Bar top – Black + Red (Flexo) 2-sided	\$_____.	25,000	\$_____.
10	Vote-By-Mail #11 Outgoing Envelope with poly window, Without indicia with Tax. (Window: 1-1/2" x 4-1/2") With tactile hole	Regular Full	24#Recycled Woven	White	Wrap Bar top – Black + Red (Flexo) 2-sided	\$_____.	25,000	\$_____.
TOTAL COST:								\$_____.

1.

Use of recycled products is encouraged whenever quality of a recycled product is functionally equal to the same product manufactured from virgin resources.

A) Please indicate the minimum, if not the exact, **percentage of recycled paper** in products offered, **and both the post-consumer waste and secondary waste material content:**

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B) Please specify the **fiber type** in products offered:

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The Offeror may certify a zero percent recycled paper. All Contract provisions impeding the consideration of products with recycled paper or recycled products shall be deleted in favor of performance standards.

## SECTION IV - BID RESPONSE SHEETS

To aid Multnomah County in evaluating your methods of complying with these specifications, please answer the following questions. You can provide additional information if you feel it would further describe your company's abilities.

1. Are you able to print a web style envelope with tactile holes as described in the Product Specifications?  
**This is a minimum requirement. Failure to meet this requirement shall cause your BID to be rejected. (10 Points Possible)**  
  
YES \_\_\_\_\_  
  
NO \_\_\_\_\_
2. Are you able to produce 450,000 Web style #9VBM envelopes, 450,000 Web style #10 VBM envelopes and 450,000 Web style #11 VBM envelopes within 4 weeks of the County ordering?  
**This is a minimum requirement. Failure to meet this requirement shall cause your BID to be rejected. (10 Points Possible)**  
  
YES \_\_\_\_\_  
  
NO \_\_\_\_\_
3. Would you be able to print 450,000 Web style #10 VBM, and 450,000, #11 Web style VBM envelopes for an emergency order to be delivered within 72 hours (three working days)?  
**(5 Points Possible)**  
  
YES \_\_\_\_\_  
  
NO \_\_\_\_\_
4. Do you have the ability to store at least 1 set of envelopes (450,000 #9 Secrecy, VBM envelopes, 450,000 #10 VBM Signature Return envelopes and 450,000 #11 VBM Outgoing Window Envelopes and 450,000 #11 VBM Outgoing Window Envelopes for Multnomah County Elections in a climate controlled warehouse? **This is a minimum requirement. Failure to meet this requirement shall cause your BID to be rejected. (5 Points Possible)**  
  
YES \_\_\_\_\_  
  
NO \_\_\_\_\_
5. When you bill for services provided, do you itemize your invoice for all services?  
**This is a minimum requirement. Failure to meet this requirement shall cause your BID to be rejected. (5 Points Possible)**  
  
YES \_\_\_\_\_  
  
NO \_\_\_\_\_

6. Do you have certifications in the Forest Stewardship Council (FSC)?  
**This is a minimum requirement. Failure to meet this requirement shall cause your BID to be rejected. (5 Points Possible)**

YES \_\_\_\_\_ Your FSC license # is \_\_\_\_\_

NO \_\_\_\_\_

7. Do you have certifications in the in the Sustainable Forestry Initiative (SFI)?  
**This is a minimum requirement. Failure to meet this requirement shall cause your BID to be rejected. (5 Points Possible)**

YES \_\_\_\_\_ Your SFI Certificate # is \_\_\_\_\_

NO \_\_\_\_\_

8. **CUSTOMER SERVICE (50 Points Possible)**

- a. Describe the quality control systems you have in place to ensure scheduled jobs are completed accurately and on time.
- b. Has your contract or business relationship ever been terminated for performance issues? If yes, how have you corrected this/these for future business relationships?
- c. What is your customer service philosophy?

9. **Oregon Revised Statute (ORS) 282.210 states the following: (5 Points Possible)**

**282.210 Performance within state of public printing, binding and stationery work; stipulation in request for bids and in contracts; exceptions.**

- “(1) Except as provided in subsection (2) of this section, all printing, binding and stationery work, including the manufacture of motor vehicle registration plates and plates required to be affixed to motor carriers, for the state or any county, city, town, port district, school district, or other political subdivision thereof, shall be performed within the state. All requests for bids and all contracts for such work shall so stipulate.
- (2) The work referred to in subsection (1) of this section may be performed outside the state if it is established that:
  - (a) The work cannot be performed within the state;
  - (b) The lowest price for which such work can be procured within the state exceeds the charge usually and customarily made to private individuals and corporations for work of similar character and quality; or
  - (c) All bids for the work, or any part thereof, are excessive and not reasonably competitive.”

Multnomah County will award this Contract to a Bidder who will perform the work in Oregon unless it finds that one of the statements in subsection (2) of ORS 282.210 is true. County will make the determination described in subsection (2) after all Bids are opened.

**Please check one box:**

- ☐ The printing work proposed to be done by Bidder under this contract **will** be done in Oregon.
- ☐ The printing work proposed to be done by Bidder under this contract **will not** be done in Oregon.

## **10. RESPONSIBLE BUSINESS PRACTICES | (50 Total Points Possible)**

Our vendors are an integral part of the societies and communities in which they operate. Their influence extends to the employees they depend upon, the environment from which they draw their resources and the marketplace in which they participate. Multnomah County seeks to conduct business with vendors who demonstrate responsible business practices through sustainability and social equity innovations.

### **A. General Sustainability Practices | (20 of 50 Points Possible)**

The County has an interest in measures used by its vendors to ensure sustainable operations with minimal adverse impact on the environment. The County seeks to do business with vendors who demonstrate community and environmental stewardship.

Sustainability - Contractor is to use environmentally friendly or sustainable products, services and practices whenever possible. Examples of such practices include but are not limited to: resource conservation, waste reduction, minimized paper use, use of alternative transportation methods, a no idling policy, among other sustainable best practices, and integrate sustainability considerations into the mailing products. Products provided should include but not limited to: use of environmentally friendly inks such as soy-based or vegetable-based with low or zero VOC emissions.

1a. Describe how your organization has and will mitigate any potential environmental impacts. Provide details of specific actions, programs or policies. Please provide specifics and include any metrics and success stories.

1b. Describe how you look for ways to recycle or eliminate waste from your manufacturing process.

1c. Describe how you look for ways to reduce or eliminate the need for hazardous chemicals in your manufacturing processes.

### **B. Social Equity: Workforce Diversity & Business Practices | (20 of 50 Points Possible)**

The County is committed to extending contracting opportunities to businesses that demonstrate social equity in the areas of workforce diversity, utilization of State of Oregon certified Minority, Women and Emerging Small Businesses (MWESBs), business practices, and health insurance and other benefits for employees. In order to promote economic growth, the County seeks to maximize the participation of diverse consultants, partners, contractors, and suppliers throughout the duration of the project.

1a. Internal Workforce Diversity:

Describe in detail how your business or organization develops an internal diverse workforce, and how you approach internal on-the-job training, mentoring, technical training and/or professional development opportunities addressing diversity. Describe the process(es) used to recruit women and minorities. What types of projects or initiatives have been implemented?

1b. Minority, Women and Emerging Small Business (MWESB) Contracting - MWESB Contracting and Past Performance. Within the past 24 months, have you subcontracted or partnered with the State of Oregon certified MWESB businesses on any project. If yes:

List the State of Oregon MWESB businesses that your agency has had contractual relationships with during the past 24 months.

## C. EMPLOYEE HEALTHCARE AND OTHER BENEFITS | (10 Points Possible)

The County values access to healthcare and other benefits as an important aspect of social equity. We recognize contracting with vendors who offer Healthcare and Other Benefits to their employees demonstrates responsible community stewardship. The County has assigned 5% of the total points available on this solicitation to Healthcare and Other Benefits criteria.

### 1a. Employee Healthcare (4 of 10 Points Possible):

Please review Fig. 1 Multnomah County Benchmark for Employee Health Insurance Plans and then check the one (1) statement below that applies to your firm.

**FIG. 1 Multnomah County Benchmark for Employee Health Insurance Plans**

Medical Cost Sharing	
Annual Deductible	\$1000 individual
Member Coinsurance	30 percent
Out of Pocket Maximum	\$4000 per individual
Prescription Medicine Cost Sharing	
Member Coinsurance level for generic Rx	\$15 or 50 percent for 30 day supply
Out of Pocket Maximum	none
Other Required Services	
Doctor Visits	Covered Benefit
Immunization	Covered Benefit
Routine Well Checks	Covered Benefit
Women's Health Care Services	Covered Benefit
Maternity	Covered Benefit
Diagnostic X-Ray / Lab	Covered Benefit
Hospital	Covered Benefit
Outpatient	Covered Benefit
Emergency Room	Covered Benefit
Ambulance	Covered Benefit
Transplant	Covered Benefit
Mental Health / Chemical Dependency Inpatient	Covered Benefit
Mental Health / Chemical Dependency Outpatient	Covered Benefit
Skilled Nursing Care	Covered Benefit
Durable Medical Equipment	Covered Benefit
Rehabilitation	Covered Benefit
Hospice	Covered Benefit
Home Health	Covered Benefit

☐ Proposer offers health insurance to employees that meets or exceeds each of the minimum coverages specified below as determined by the Multnomah County Benchmark for Employee Health Insurance Plans. **(4 Points)**

**OR**

☐ Proposer does not offer health insurance that meets all of the coverage as defined by the Multnomah County Benchmark for Employee Health Insurance Plans. **(0 Points)**

### 1b. Other Benefits (6 Points Possible):

**Please select the statements that apply to your firm:**

#### **Sick Leave**



- ☐ Proposer offers sick leave to all full time employees **(2 Points)**  
**OR**  
☐ Proposer does not offer sick leave to all full time employees **(0 Points)**

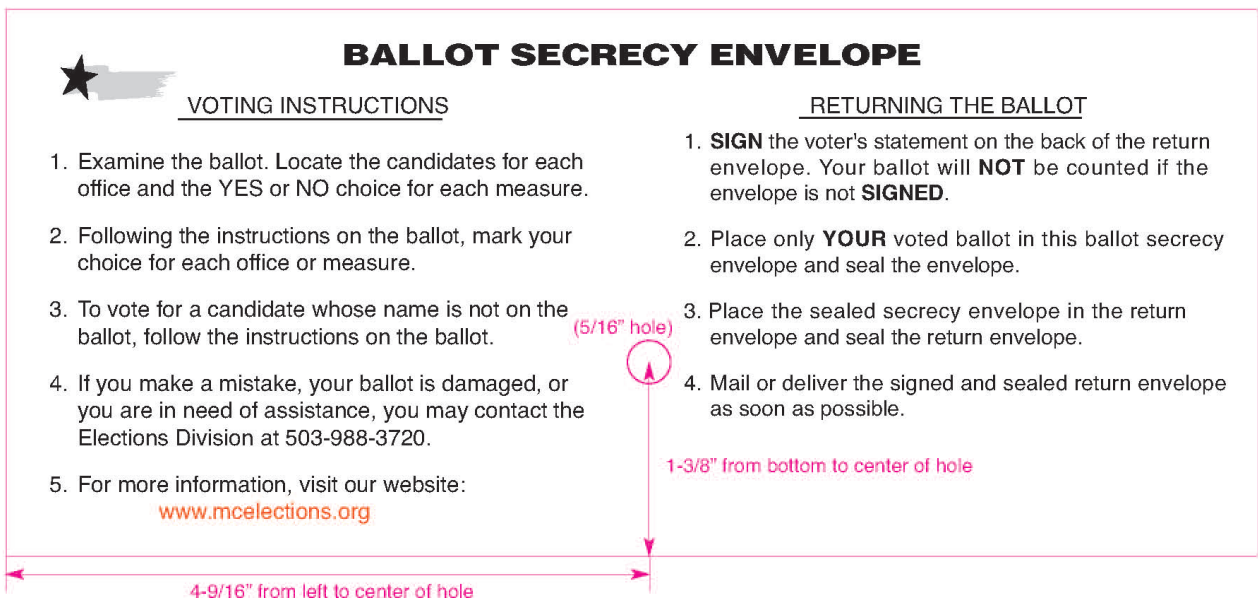
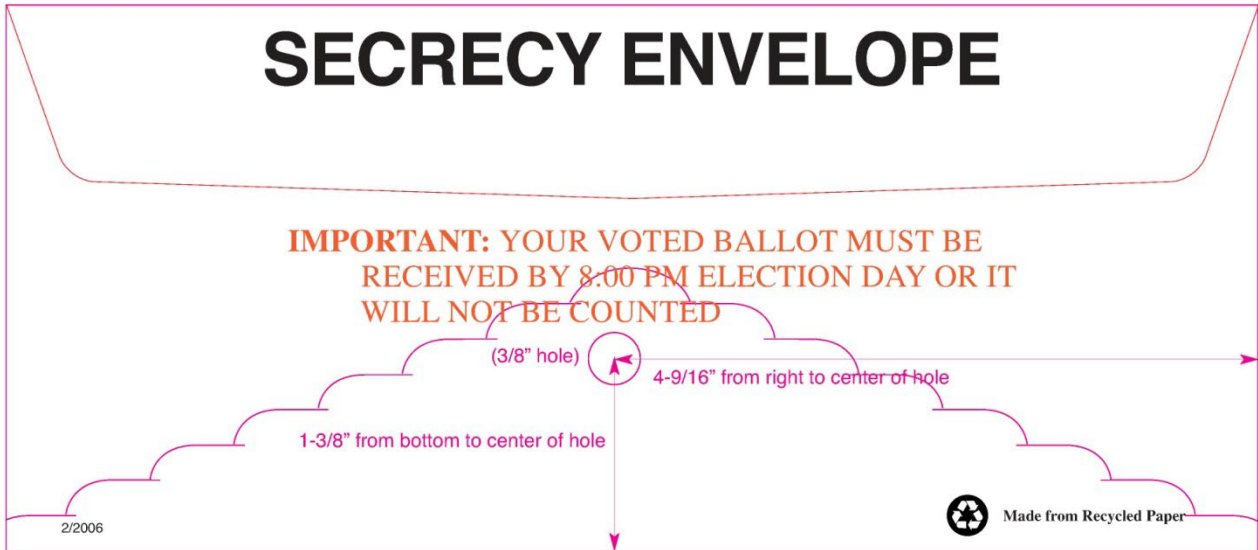
**Vacation Benefits**

- ☐ Proposer offers vacation benefits to all full time employees **(2 Points)**  
**OR**  
☐ Proposer does not offer vacation benefits to all full time employees **(0 Points)**

**Retirement Benefits**

- ☐ Proposer offers retirement benefits to all full time employees **(2 Points)**  
**OR**  
☐ Proposer does not offer retirement benefits to all full time employees **(0 Points)**

# EXHIBIT A



## Inside Tint



# EXHIBIT B

10 WEB  
10-5/8" ROLL  
STANDARD FLAP  
1-1/4"

**WARNING:** SIGNING ANOTHER PERSON'S NAME TO THIS ENVELOPE IS A CLASS C FELONY.


SIGN HERE

**IMPORTANT: FAILURE TO SIGN BACK OF ENVELOPE WILL INVALIDATE YOUR BALLOT**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PLEASE PROVIDE RETURN ADDRESS**

**BALLOT ENCLOSED**

  
 MULTNOMAH COUNTY DIRECTOR OF ELECTIONS  
 PO BOX 5500  
 PORTLAND OR 97228-5500

Made from Recycled Paper

Rev. 8/2010

Your ballot must be received by 8:00 P.M. on Election Day to be counted.

Postage Required  
Post Office will not deliver without proper postage.

NO PRINTING

NO PRINTING

**VOTER'S STATEMENT**

By signing, I certify that:

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


**FLAP WILL COVER THIS AREA**

**IMPORTANT: FAILURE TO SIGN BACK OF ENVELOPE WILL INVALIDATE YOUR BALLOT**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PLEASE PROVIDE RETURN ADDRESS**

**BALLOT ENCLOSED**

  
 MULTNOMAH COUNTY DIRECTOR OF ELECTIONS  
 PO BOX 5500  
 PORTLAND OR 97228-5500

Postage Required  
Post Office will not deliver without proper postage.

5" from left to center of hole

1/4" hole

9/16" from bottom to center of hole

Your ballot must be received by  
8:00 P.M. on Election Day to be counted.



Made from Recycled Paper

**SIGN HERE**

**WARNING:** SIGNING ANOTHER PERSON'S  
NAME TO THIS ENVELOPE IS A CLASS C  
FELONY.

**VOTER'S STATEMENT**

By signing, I certify that:

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

8-1/2" from left to center of hole

5/16" hole

4-1/2" from left to center of hole

SIGNATURE OF VOTER

1/4" hole

9/16" from bottom to center of hole

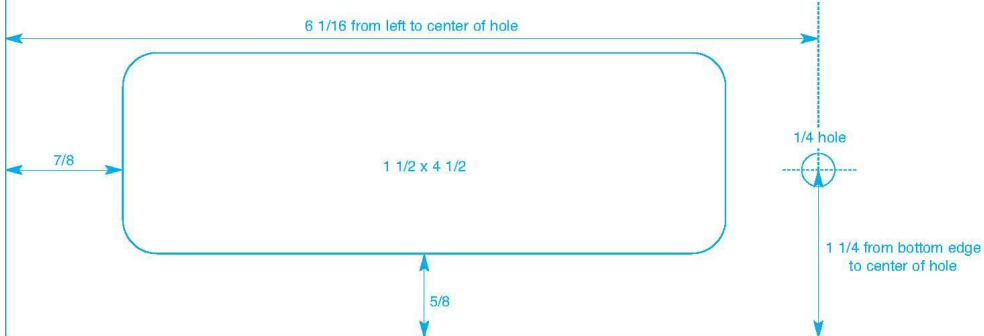
# EXHIBIT C

MULTNOMAH COUNTY OREGON  
DIRECTOR OF ELECTIONS  
1040 S.E. MORRISON STREET  
PORTLAND, OREGON 97214-2495

RETURN SERVICE REQUESTED



Non-Profit Organization  
U.S. POSTAGE PAID  
PORTLAND, OR  
PERMIT NO. 670



REV. 3/2008

PLEASE RETURN IF VOTER IS NO LONGER AT THIS ADDRESS

OFFICIAL ELECTION BALLOT  
VOTE & RETURN PROMPTLY



Made from Recycled Paper

# EXHIBIT D

MULTNOMAH COUNTY OREGON  
DIRECTOR OF ELECTIONS  
1040 S.E. MORRISON STREET  
PORTLAND, OREGON 97214-2495

RETURN SERVICE REQUESTED

OFFICIAL  
ELECTION MAIL  
*Authorized by the U.S. Postal Service*

Non-Profit Organization  
U.S. POSTAGE PAID  
PORTLAND, OR  
PERMIT NO. 670

6 1/16 from left to center of hole

CONTAINS VOTE ON PROPOSED TAX INCREASE

7/8

1 1/2 x 4 1/2

5/8

1/4 hole

1 1/4 from bottom edge to center of hole

REV. 3/2008

PLEASE RETURN IF VOTER IS NO LONGER AT THIS ADDRESS

OFFICIAL ELECTION BALLOT  
VOTE & RETURN PROMPTLY



Made from Recycled Paper

# EXHIBIT E

IMPORTANT! FAILURE TO SIGN BACK OF  
ENVELOPE WILL INVALIDATE YOUR BALLOT

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**BALLOT  
ENCLOSED**



U.S. POSTAGE PAID  
39 USC 3406

**PAR AVION**

**OFFICIAL ABSENTEE BALLOTING MATERIAL - FIRST-CLASS MAIL**

NO POSTAGE NECESSARY IN THE U.S. MAIL-DMM 703.8.0



**MULTCO ELECTIONS  
1040 SE MORRISON ST  
PORTLAND OR 97214-2495  
UNITED STATES OF AMERICA**

Rev. 8/06

Your ballot must be received by  
8:00 P.M. on Election Day to be counted.

**SIGN HERE**

**WARNING:** SIGNING ANOTHER PERSON'S  
NAME TO THIS ENVELOPE IS A CLASS C  
FELONY.

**VOTER'S STATEMENT**

I swear or affirm under penalty of perjury, that I am:

1. A member of the Uniformed Services or merchant marine on active duty; or an eligible spouse or dependent of such a member; or a U.S. citizen temporarily residing outside the U.S.; or, Other U.S. citizen residing outside the U.S.; and
2. I am a U.S. citizen, at least 18 years of age (or will be by the date of the election), and I am eligible to vote in the requested jurisdiction; and
3. I am not registered, requesting a ballot, or voting in any other jurisdiction in the U.S. except the jurisdiction cited in this voting form.

In voting, I have marked and sealed my ballot in private and have not allowed any person to observe the marking of the ballot, except for those authorized to assist voters under State and Federal law. I have not been influenced.

My signature and date below indicate when I completed this document.

The information on this form is true, accurate and complete to the best of my knowledge. I understand that a material misstatement of fact in completion of this document may constitute grounds for a conviction of perjury.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_



# EXHIBIT F



**MULTNOMAH COUNTY OREGON**  
**ELECTIONS DIVISION**  
1040 S.E. MORRISON ST., PORTLAND, OREGON 97214-2495, U.S.A.



U.S. Postage Paid  
39 USC 3406

**PAR AVION**

**OFFICIAL ABSENTEE BALLOTING MATERIAL—FIRST-CLASS MAIL**

NO POSTAGE NECESSARY IN THE U.S. MAIL—DMM 703.8.0



Rev. 3/07

OFFICIAL ELECTION BALLOT

VOTE & RETURN PROMPTLY

# EXHIBIT G

**IMPORTANT: FAILURE TO SIGN BACK OF  
ENVELOPE WILL INVALIDATE YOUR BALLOT**



Postage  
Required  
Post Office will  
not deliver  
without proper  
postage.

**PLEASE PROVIDE RETURN ADDRESS**

**BALLOT  
ENCLOSED**



MULTNOMAH COUNTY DIRECTOR OF ELECTIONS  
PO BOX 5500  
PORTLAND OR 97228-5500

5" from left to center of hole

1/4" hole

9/16" from bottom to center of hole

Rev. 3/14/07

## REPLACEMENT BALLOT



Your ballot must be received by  
8:00 P.M. on Election Day to be counted.  
Made from Recycled Paper

**SIGN HERE**

**WARNING:** SIGNING ANOTHER PERSON'S  
NAME TO THIS ENVELOPE IS A CLASS C  
FELONY.

### VOTER'S STATEMENT

By signing, I certify that:

- I have requested this replacement ballot;
- I am the person to whom this ballot was issued;
- I am legally qualified to vote in the county that issued this ballot;
- This is the only ballot I have voted this election.
- I still live at the address where I am registered to vote.

8-1/2" from left to center of hole

5/16" hole

4-1/2" from left to center of hole

SIGNATURE OF VOTER

1/4" hole

9/16" from bottom to center of hole

# EXHIBIT H

**IMPORTANT: FAILURE TO SIGN BACK OF ENVELOPE WILL INVALIDATE YOUR BALLOT**

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Postage  
Required  
Post Office will  
not deliver  
without proper  
postage.

**PLEASE PROVIDE RETURN ADDRESS**

**BALLOT  
ENCLOSED**



MULTNOMAH COUNTY DIRECTOR OF ELECTIONS  
PO BOX 5500  
PORTLAND OR 97228-5500



Rev. 3/14/07

## PROVISIONAL BALLOT

Your ballot must be received by  
8:00 P.M. on Election Day to be counted.



Made from Recycled Paper

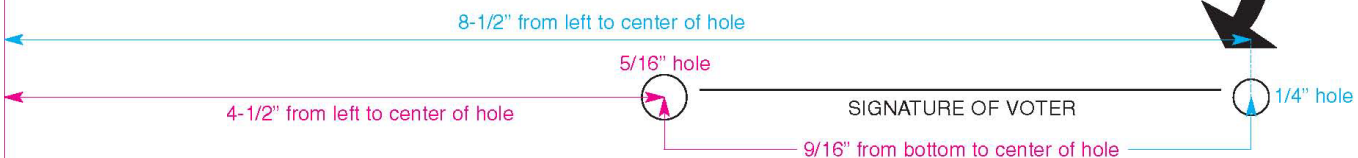
**SIGN HERE**

**WARNING:** SIGNING ANOTHER PERSON'S  
NAME TO THIS ENVELOPE IS A CLASS C  
FELONY.

### VOTER'S STATEMENT

By signing, I certify that:

- I am the person to whom this ballot was issued;
- I am legally qualified to vote;
- This is the only ballot I have voted this election.

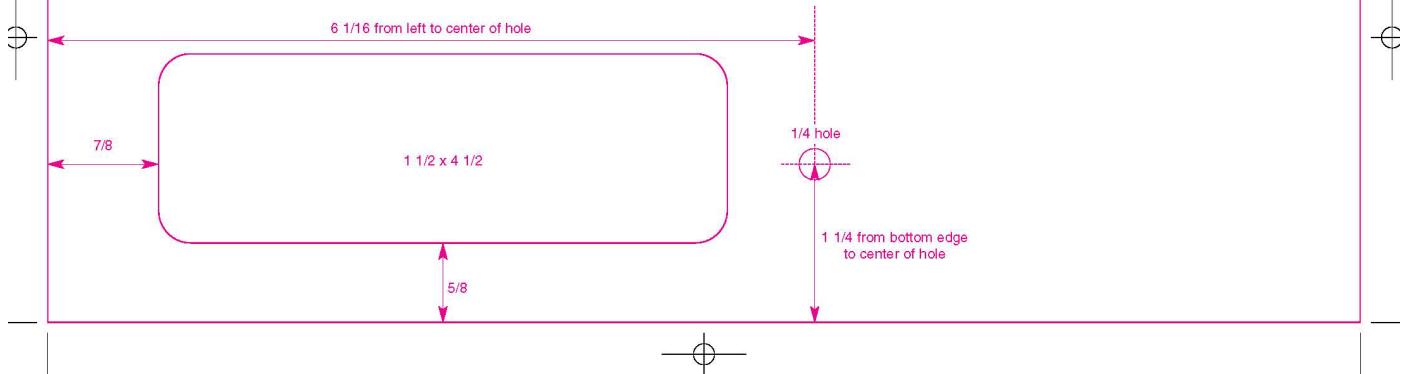


# EXHIBIT I

11 Director of Elections no tax No IND RSR 4-08 4/18/08 10:18 AM Page 1

MULTNOMAH COUNTY OREGON  
DIRECTOR OF ELECTIONS  
1040 S.E. MORRISON STREET  
PORTLAND, OREGON 97214-2495

RETURN SERVICE REQUESTED



REV. 4/2008

PLEASE RETURN IF VOTER IS NO LONGER AT THIS ADDRESS

**OFFICIAL ELECTION BALLOT**  
**VOTE & RETURN PROMPTLY**



Made from Recycled Paper



# EXHIBIT J

11 Director of Elections tax No IND RSR 4-08 4/18/08 10:19 AM Page 1

MULTNOMAH COUNTY OREGON  
DIRECTOR OF ELECTIONS  
1040 S.E. MORRISON STREET  
PORTLAND, OREGON 97214-2495

RETURN SERVICE REQUESTED



6 1/16 from left to center of hole

CONTAINS VOTE ON PROPOSED TAX INCREASE

7/8

1 1/2 x 4 1/2

5/8

1/4 hole

1 1/4 from bottom edge  
to center of hole

REV. 4/2008

PLEASE RETURN IF VOTER IS NO LONGER AT THIS ADDRESS

**OFFICIAL ELECTION BALLOT**  
**VOTE & RETURN PROMPTLY**



Made from Recycled Paper



## INSTRUCTIONS TO OFFERORS

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**A. SPECIAL CONDITIONS** Where special conditions are written in the Competitive Proposal Quote, these special conditions shall take precedence over any conditions listed under the "Contract Terms and Conditions".

**B. COST OF PROPOSAL QUOTE** Responses to this Competitive Proposal Quote do not commit the County to pay any costs incurred by any offeror in the submission of a proposal quote, in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the services to be furnished under the Competitive Proposal Quote. The Offeror assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.

**C. CLARIFICATION OF SPECIFICATIONS** Any Offeror requiring clarification of information must submit specific questions in writing to the contact person named on the cover sheet of this CPQ.

**D. ADDENDUM** Any change to this CPQ shall be made by written addendum. The county is not responsible for any explanation, clarification or approval made or given in any manner except addendum.

**E. CANCELLATION** Multnomah County reserves the right to cancel this CPQ solicitation or award of the contract any time before execution of the contract by both parties if cancellation is deemed to be in Multnomah County's best interest. In no event shall Multnomah County have any liability for the cancellation of award.

**F. REJECTION OF PROPOSAL QUOTES** Multnomah County reserves the right to reject any or all responses to this Competitive Proposal Quote.

**G. LATE PROPOSAL QUOTES** Quotes received after the scheduled closing date for filing will be returned to the offeror unopened.

**H. DISPUTES** In case of any doubt or differences of opinions as to the items or service to be furnished hereunder, or the interpretation of the provisions of the CPQ, the decision of Multnomah County shall be final and binding upon all parties.

**I. CLARIFICATION OF RESPONSES** Multnomah County reserves the right to request clarification of any item in a firm's proposal or to request additional information necessary to properly evaluate a particular proposal. All requests for clarification and responses shall be in writing. Except for requests and responses related to a clarification necessary to evaluate whether a proposal has met minimum requirements, all requests for clarification and responses shall be provided to each evaluation committee member.

### **J. CONFIDENTIALITY**

Multnomah County is required to disclose non-exempt public documents pursuant to ORS 192.410-192.505). ORS 192.502(4) exempts the County from disclosing information submitted in response to a solicitation where the information is such that it "should reasonably be considered confidential."

A Proposer who determines that information within a proposal meets the statutory requirement and desires that such information remain confidential shall mark the pages containing such information with the word "CONFIDENTIAL."

If a Proposer marks every page of a proposal as "CONFIDENTIAL" the statutory requirement is not met; any proposal so marked will not be deemed to have been submitted in confidence and, upon request, the entire proposal will be disclosed.

The County will keep properly marked information confidential unless ordered to release the information and materials by the District Attorney pursuant to ORS 192.460.

After award, the contract executed by the County and the successful Proposer will be a public document subject to disclosure. No part of the contract can be designated as confidential.

**K. PUBLICITY** Any publicity giving reference to this project, whether in the form of press releases, brochures, photographic coverage, or verbal announcement, shall be done only after prior approval of Multnomah County.

**L. CONFLICT OF INTEREST** An Offeror filing a proposal thereby certifies that no officer, agent or employee of the County who has a pecuniary interest in this Competitive Proposal Quote has participated in the contract negotiations on the part of the County, that the proposal is made in good faith without fraud, collusion or connection of any kind with any other Offeror of the same call for proposals, and that the Offeror is competing solely in its own behalf without connection with or obligation to, any undisclosed person or firm.

**M. COLLUSION** An Offeror, submitting a proposal hereby certifies that no officer, agent, or employee of Multnomah County has a financial interest in this proposal; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Offeror and that the Offeror is competing solely on its own behalf without connection with, or obligation to, any undisclosed person or firm.

**N. M/W/ESB PARTICIPATION** Multnomah County strongly encourages the participation of Minority, Women and Emerging Small Businesses in this and all County projects, programs and services.

**O. EEO CERTIFICATION REQUIREMENT** PCRB Rule 60-0040 requires that all contractors furnishing goods and services to the County in excess of \$75,000 must be certified as an **Equal Opportunity Employer**. Contracts in excess of \$75,000 which originate from this CPQ are subject to the County's Equal Employment Opportunity (EEO) requirements, and will include vendor certification as indicated in Exhibit 5 of the Sample Multnomah County Contract attached to this CPQ. Contractors must be certified before a contract is executed.

**P. REFERENCES** The County reserves the right to investigate references including customers other than those listed in Offeror's submission. Investigation may include past performance of any Offeror with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment of employees and workers.

**Q. LOCAL PURCHASING PREFERENCE:** Multnomah County desires to employ local businesses in the purchase or lease of any personal property, public improvements or services to support the local economy in the State of Oregon so that residents benefit from local employment opportunities that are generated. Therefore, Multnomah County shall prefer goods or services that have been manufactured or produced by an Oregon business if price, fitness, availability, and quality are otherwise identical. The State of Oregon has stricter rules specifically for printing services imposed by statute; see Section IV, item # 11 below.

