

Request for Proposal

**Ballot Printing and Mail House Services
For
Luzerne County Elections Bureau**

REF #072621RFPEB

LUZERNE COUNTY PENNSYLVANIA

DUE DATE: August 10, 2021 Prior to 4:00 PM EST

Luzerne County Purchasing Department
Attention: Mary Ann Amesbury
Penn Place Office Building, Suite 203
20 North Pennsylvania Avenue
Wilkes Barre, Pa 18711
570-820-6337
MaryAnn.Amesbury@luzernecounty.org

FIND US AT: www.luzernecounty.org/procurement

ATTENTION:

RFPs will be received weekdays between the hours of 9:00 AM to 4:00 PM only (excluding holidays).

All RFPs must be delivered by the time stated in the bid packet.

All RFPs must be delivered to the:

Luzerne County Purchasing Department
20 North Pennsylvania Avenue
Suite 203
Wilkes Barre, Pa 18711

Any questions in regard to the RFP package, please contact Mary Ann Amesbury at 570-820-6337 or MaryAnn.Amesbury@luzernecounty.org.

ATTENTION:

YOU MUST PRINT THE BELOW ADDRESS AND RFP INFORMATION AND AFFIX TO THE OUTSIDE OF YOUR RFP ENVELOPE. THE RFP WILL NOT BE ACCEPTED IF THIS INFORMATION IS NOT PROVIDED



Luzerne County Purchasing Department
Penn Place Building
Suite 203
20 N. Pennsylvania Ave
Wilkes Barre, PA 18711

All RFP returns must have this label attached with
The name and reference number of the RFP to the
Outside of the return envelope
(UPS, FEDEX, etc.) Or it will be rejected.

RFP Name _____

Company Name _____

Reference # _____

Responders who use USPS Services, PLEASE NOTE:

The Post Office does not deliver mail directly to Penn Place.

You should allow additional time for your bid to be forwarded from the Court House to Penn Place. It is the Responders responsibility to get their RFP packets to the Purchasing Department by the time specified. LUZERNE COUNTY WILL NOT BE RESPONSIBLE FOR LATE OR MISDIRECTED MAIL.

GENERAL INSTRUCTIONS TO RESPONDENTS

1. Any alterations, erasures, additions to or omissions of required information, or change of specifications or bidding schedule, is done at the risk of the responder and may result in rejection of his/her RFP. In case a responder finds discrepancies or omissions, or is in doubt as to the meaning of the specifications of bidding schedule, he/she should at once notify the Luzerne County Purchasing Department, who will reply to such questions in official supplement and copies will be sent simultaneously to all responders.
2. All responders are responsible to see that their names appear in the Purchasing Department office on the form recording the names of prospective responders, so that the responders are assured of receiving pertinent bulletins which may be issued before the RFP's are opened.
3. All responders must be recognized dealers in the materials specified and qualified to advise in its application of use. The responders at any time requested, must satisfy the County Manager and administrative officers that they have the requisite organization, capital, plant, stock, ability and experience to satisfactorily execute the contract in accordance with the provisions of the contract in which responder is interested.
4. Submitting a proposal when it is intended to sublet the contract is cause for rejection of your RFP, or cancellation of the contract, unless approval is given in writing by Luzerne County prior to the RFP opening.
5. It is agreed by the parties hereto that wherever the word "Purchasing Agent" or the pronoun in place thereof occurs in the articles of agreement of specifications, it is hereby expressly understood that the Purchasing Agent is acting only under the authority of the subject to the approval of the County Manager and administrative officers.
6. In case of error in the extension of prices, the unit price shall govern.
7. The contract will not be awarded to any corporation, firm, or individual who has failed in any former contract with Luzerne County to perform work or delivery of guarantee.
8. It is expressly understood and agreed that the inspection of materials and workmanship by the purchasing or issuing department will in no way lessen the responsibility of the contractor or release him/her from obligations to perform and deliver to the County satisfactory work materials. The contractor agrees to pay the cost of all tests for defective materials and to allow the cost to be deducted from any money due him/her from the County otherwise bondsmen in this case are liable for satisfactory completion of the contract.
9. When the contract has been duly signed and the contract bond covering the same approved, then and not before, the contractor may secure instructions from the purchasing agent pertaining to the procedure of the work or delivery.
10. If more than one RFP is offered by any one party or in the name of his/her clerk, partners or other persons, all such bids may be rejected. However, a party who has quoted prices on materials to a responder is not thereby disqualified from quoting prices on materials to other responders or from submitting a RFP directly for the materials or work.
11. The County Manager and administrative officers reserve the right to reject any and all RFPs or specifications when deemed to the best interest of the County and also to purchase any, part, or none of the materials specified. The Luzerne County Manager may cancel the award at any time before the execution of the contract.
12. All terms, rebates and discounts shall be considered to be offered effective as of the date of payment by County notwithstanding anything to the contrary expressed by the responder in his/her RFP.

13. The County will reject all materials that do not meet the specifications even though the responders list trade names of such materials on the proposal sheet.
14. The material and equipment shall be delivered to the County of Luzerne, Pennsylvania. All prices quoted shall be f.o.b., Luzerne County Court House, or point of destination within Luzerne County if otherwise specified.
15. The party or parties bidding upon this proposal to whom the award or awards are made may be required to enter into a contract with the County of Luzerne within sixty (60) days of notification by the Purchasing Agent. Failure of bidder to do so, shall result in the cancellation of the award and forfeiture of the bid bond and/or bid deposit which shall become the absolute property of the County of Luzerne.
16. The responder or responders to whom the contract is awarded agree(s) to release the County of Luzerne from all suits or action of any nature or description brought against it for or on account of the use of patents, appliances, products or processes.
17. The County Manager and administrative officers at their discretion, may extend the time for the completion of this contract, if prevented by strikes of employees or by reason of it being impossible to procure the necessary material, equipment, etc.
18. All RFPs must be made on proposal blanks attached to these specifications and made part thereof, and must be enclosed in sealed envelopes/package directed to the Luzerne County Purchasing Department. Attached labels must be placed upon outside of said envelope/package, failure to do so may result in rejection of submitted RFP.
19. Responders must write or print figures in ink or typewritten.
20. A proposal which is incomplete, obscure, conditional or unbalanced or which contains additions not called for or irregularities of any kind or alterations may be rejected.
21. Luzerne County reserves the right for the Luzerne County and/or the Luzerne County Manager and/or their respective designees to perform financial and/or performance audits on any purchase, sale, award, contract or other transactions involving Luzerne County, therefore, any party to a purchase, sale, award, contract or other transaction involving Luzerne County must grant to the Luzerne County Controller and/or the Luzerne County Manager and/or their respective designees reasonable access to any property and/or equipment purchased in whole or in part with Luzerne County funds and must grant reasonable access for review, inspection and reproduction of any and all financial, employment and/or other records of the vendor, contractor, subcontractor or other entity deemed relevant by the Luzerne County Controller and/or Luzerne County Manager.
22. With respect to responders that are permitted to provide certified checks, cashier's checks and/or trust company treasurer's checks in lieu of a bid bond, such checks shall be returned to unsuccessful responders within thirty (30) days following the award of the RFP and will not be cashed. Luzerne County may deposit the check of the successful responder and may retain such funds until the successful responder enters into an agreement with Luzerne County to fulfill the RFP on the terms submitted by that responder. With respect to successful responders that are permitted to provide certified checks, cashier's checks and/or may be cashed and retained by Luzerne County pending the responder's full and faithful performance of the RFP.
23. Luzerne County will **NOT** accept vendor contracts that include automatic renewal and price escalation clauses.
24. The successful responder must permit the County to make payment to vendor by credit card or debit card without penalty or surcharge.

QUESTIONNAIRE FORM

1. How many years have you been in business? _____
2. How many employees does your firm have? _____
3. Can you deliver to all locations in the County? _____ Yes _____ No
4. Can you deliver within two (2) business days after receiving order?
_____ Yes _____ NO
4. Do you have a company website? _____ Yes _____ No
5. Do you have a toll-free number? _____ Yes _____ No
6. Is your company capable of notifying the County of partial shipments?
_____ Yes _____ NO

7. Please list two references which you are currently doing business with.

A. Name: _____

Address _____

Telephone _____

Contact _____

B. Name: _____

Address _____

Telephone _____

Contact _____

Notice to Responders

RFPs will be opened in the Luzerne County Purchasing Department. RFP packages may be obtained at the offices of Luzerne Purchase Department in the Penn Place Building, 20 North Pennsylvania Avenue, Wilkes Barre, PA 18711, and on the website at www.luzernecounty.org.

Mary Ann Amesbury is the only contact for this project. Contacting other County Officials, Council Members, or Staff Members as part of this process is not acceptable and is grounds for elimination from consideration.

RFPs will be received weekdays between the hours of 9:00 a.m. to 4:00 p.m. only (excluding holidays).

Failure to follow these instructions may result in RFP rejection.

The attached labels must be affixed to the outside of the mailing envelopes or the RFP will not be accepted.

Respondents who use USPS service please note:

The Post Office does not deliver mail directly to Penn Place. You should allow additional time for your RFP to be forwarded from the Court House to Penn Place, It is the Responders responsibility to get their RFP packets to the Purchasing Office by the time specified.

Luzerne County will not be responsible for late or misdirected mail.

By signing the submitting RFP, each bidder shall be deemed to have consented in writing that the RFP may be awarded and shall remain open up to ninety (90) days of the RFP opening.

The County of Luzerne is an equal opportunity employer.

Luzerne County Manger reserves the right to reject any or all RFPs or any part or items of the RFPs.

Luzerne County advertisement published by the order of:

Romilda Crocamo, Esq.
Acting County Manager

Part 1

General Requirements

1-1. Purpose. This RFP is being solicited by Luzerne County for Ballot Printing and Mail House Services for the Elections Bureau.

1-2. Issuing Office. This RFP is issued by the Luzerne County Purchasing Department. Questions regarding this RFP can be addressed by contacting the Luzerne County Purchasing Department at (570) 820-6337. The Issuing Office is the primary point of contact for this RFP.

1-3. Scope. This RFP contains instructions to prospective proposers and specifications to supply Ballot Printing and Mail House Services. Proposals must be submitted to the primary issuing office prior to Tuesday, **August 10, 2021 at 4:00PM EST**.

1-4. Background. The County of Luzerne, a third class County in the Commonwealth of Pennsylvania, is soliciting proposals from qualified companies registered in the Commonwealth of Pennsylvania. The County desires to obtain the highest quality ballot printing and mail house services at the lowest cost to its taxpayers.

1-5. Rejection of Proposals. The assignment of the above contract management system will be made to one or more of the proposers responding to this Notice, but Luzerne County reserves the right to reject any and/or all proposals submitted, to cancel the solicitation requested under this Notice, and/or to re-advertise solicitation for these services.

1-6. Incurring Costs. Luzerne County is not liable for any cost incurred by proposers prior to issuance of a contract.

1-7. Amendment to the RFP. If it becomes necessary to revise any part of this RFP, an amendment will be issued to all proposers who received the basic RFP for which Luzerne County has identified and the amendment will be published on the County's website.

1-8. Proposals. To be considered, proposers must submit a complete response to this RFP. Each proposal must be submitted with one (1) original and three (3) copies to the issuing Office. The Proposer will make no other distribution of proposals. An official authorized to bind the Proposer to its provisions must sign all proposals. For this RFP, the proposal must remain valid for at least sixty (60) days. The contents of the proposal of the successful Proposer may become contractual obligations if a contract is executed.

1-9. Economy of Preparation. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP. Please refrain from adding unnecessary text and materials (Brochures or Company Amplifications) to the proposal.

1-10. Insurance. All Proposers shall be responsible for furnishing and maintaining insurance in accordance with the specifications indicated as follows:

Commercial Automobile Liability Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000 each occurrence.

Commercial General Liability Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000 each occurrence.

Professional Liability Shall include errors and omissions providing \$1,000,000 coverage.

Workers Compensation \$1,000,000 each occurrence.

The above insurance shall be applied by the successful proposer to all of its employees, agents and subcontractors throughout the life agreement at no additional cost to Luzerne County. Luzerne County shall be listed on all above insurance policies as an "Additional Insured" cancelable only on thirty (30) days prior written notice to the Issuing Office. The successful proposer shall provide waiver of subrogation in favor of Luzerne County. The successful lessor shall also indemnify and hold Luzerne County harmless from any and all court action and/or suits resulting from the agreement.

1-11. Government Experience. Each proposer should detail its past experience in government ballot printing and mail house services with specific reference to success with similar government entities in terms of size and similarities.

1-12. Selection. The County has determined that the selection of the most advantageous offer requires evaluation factors in addition to and other than price. The County shall review the evaluation criteria and evaluate proposals in a manner consistent with the terms and conditions of this RFP and make the selection based on the proposer's responsiveness to the requirements and the conditions described in this RFP, the proposer's overall capabilities and experience, and proposed price. The contract proposal is subject to final approval by Luzerne County Management. The County reserves the right to reject any and all offers. The County specifically reserves the right to negotiate all matters with the individual who submitted a proposal.

1-13. TERMINATION. This agreement can be terminated by either partying notifying the other at least sixty (60) days in advance, prior to separation. In the event that the agreement is terminated, the County will compensate the contractor only for work completed up to the date of termination at the sole discretion of the county.

The contractor shall be required to submit all completed work product deliverables up to the date of termination with in (7) business days of the official date of termination. Approval of this condition shall be the sole discretion of the **COUNTY**. If the termination of the Agreement is due to **VENDOR** notification or if the termination is due to default, in any way, of the **VENDOR**, and the termination results in the loss and/or uselessness of partially completed work product that was previously paid by the **COUNTY** to the **VENDOR**, the **VENDOR** shall return all sums paid to date for the work for all task orders affected. No offset shall be applied by the **VENDOR**.

1-14. Pennsylvania Law to Apply. This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Pennsylvania and all obligations of the parties created hereunder are performable in Luzerne County, Pennsylvania, and any suit arising hereunder shall be brought only in said County.

1-15. Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof and the Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

1-16. Amendment. No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and be duly executed by the parties hereto.

1-17. Excuses. Neither **VENDOR** nor **COUNTY** shall be required to perform any term, condition, or covenant in this Agreement so long as such performance is delayed or prevented by any acts of God, strikes, lockouts, material or labor restrictions by any government authority, civil riot, floods, or any other cause not reasonably within the control of the parties except that constant protection of all County assets must be maintained at all times by the **VENDOR** during the life of this Agreement.

1-18. Questions regarding this RFP or the need for additional data or information should be submitted in writing by email to MaryAnn.Amesbury@luzernecounty.org no later than 4:00 PM EST on **Tuesday, August 10, 2021**. The County will attempt to answer any questions after this date but cannot guarantee a response. Under no circumstances will the issuance of a question or the request for information extend the **August 10, 2021** due date for the proposal. The County reserves the right to share information gleaned from the questions to all individuals interested in providing a proposal.

Background:

Luzerne County Bureau of Elections is soliciting written proposals from qualified vendors in order to procure Printing and mailing of absentee, mail-in, provisional, emergency and specimen ballots as further described below. The term of agreement will be for one (1) year, starting October 1, 2021 to September 30, 2022. A one (1) year contract extension may be executed at the option of the Luzerne County Elections Bureau.

SCOPE:

1. Vendor shall receive daily export from Luzerne County Election Bureau containing daily batches of mail-in/absentee ballot approved applications. Vendor shall review export.
2. Vendor shall process data and print appropriate ballots for mailing to voters.
3. Vendor shall print and stuff envelopes with correct ballots for voters and include instruction sheets or other inserts deemed necessary by Luzerne County Election Bureau.
4. Vendor shall seal envelopes and deliver to USPS for mailing to voters.
5. Vendor shall have tracking system that Luzerne County Election Bureau can use to track the status of voter ballots.
6. Vendor must have access to regular Dominion ballot stock, (must be able to provide samples if requested).
7. Vendor must be a certified Dominion printer and be able to provide proof of certification upon request.
8. Vendor agrees to comply with any changes required by the DOS.

QUALIFICATIONS:

- Vendor will only use Dominion approved ballot stock to print ballots to be mailed out
- Vendor will only print DOS approved external envelope and internal secrecy envelopes
- Vendor will print ballots once they have been approved and tested by Luzerne County Election Bureau

Responders Signature Form

Responder _____

Proposal must be signed here _____

Address _____

Telephone number _____

Individual Partnership or Corporation

The responder certifies that they come under the class checked below:

Please insert names:

A. Individual owner _____

B. Partnership partners _____

C. Corporation _____

Exact name of corporation

State incorporated

Note:

All County proposals under the jurisdiction of Luzerne County Manager and Luzerne County Correctional Facility are furnished in duplicate. One copy of the proposal is to be filled out and submitted with the bid and the remaining copy to be retained for the responder's records.

Proposal should be as net prices and shall prevail in the awarding of contracts.

Failure of the responders to sign the bid and have the signature of an authorized representative or agent on the proposal in the space provided, will be cause for rejection of the proposal. Signatures must be written in ink. Typed, printed or stamped signatures will not be accepted.

It is understood by both the County and responders that all trade names, catalogue numbers or bids "as per sample" offered on this proposal shall meet the specifications, unless the responder

states that such trade names, catalogue numbers or samples are not equal to the specified item.

Return to Purchasing Department Proposal Blanks

To the County Manager:

I, the undersigned being a duly authorized representative of

Submit for your consideration a proposal to supply

The price for which (I/we) will supply each item specified on the following pages is shown immediately after the description of the particular article.

(I/we) agree, if awarded the contract for any items shown on the attached specifications, to enter into a written agreement and to furnish the said items at the price shown, and to furnish a performance bond (if applicable) within sixty (60) days.

Date: _____ 20____

Signature-typewritten

Signature-signed in ink

Street

City & State _____ Zip _____

Company telephone number

Salesman's telephone number

Company fax number

E-Mail Address

Non Collusion Affidavit

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

- 1) She/he is the _____ (owner, partner, officer, representative or agent) of the Bidder that had submitted the attached proposal.
- 2) She/he is fully informed with respect to the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.
- 3) Such proposal is genuine and is not part of any conspiracy, collusion or deception.
- 4) Neither the said nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including the affiant, has in any way collided, conspired, connived or agreed, directly or indirectly with any other responder, firm or person to submit a collusive or sham proposal in connection with the contract for which the attached bid has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm, or person to fix the price or prices in the attached proposal or of any other responder, or to fix any overhead, profit or cost element for the prices or the proposal price of any responder, or to secure through any collusion, conspiracy connivance or unlawful agreement any advantage against any person interested in the proposed contract; and the price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the responder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
- 5) The price(s) and amount of this proposal, have been arrived at independently and without consultation, communication or agreement with any other contractor, proposer, or potential proposer.
- 6) Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor the approximate amount of this proposal, have been disclosed to any other firm or person who is a responder/proposer or potential proposer, and they will not be disclosed before proposal opening.
- 7) No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than its proposal, or to submit any intentionally high or non-competitive proposal or other form of complementary proposal.
- 8) The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal
- 9) The above representations are material and unimportant, and will be relied on by Luzerne County in awarding the contract(s) for which this proposal is submitted. I

understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Luzerne County of the true facts relating to the submission of proposals for this contract.

(Signed) _____

(Name)

(Title)

Subscribed and sworn to before me this _____ day of _____, 20_____

Name

Title

My commission expires _____