

# Request for Proposals

## Cache County By Mail Balloting Services

Cache County, a political subdivision of the State of Utah  
179 North Main Street  
Suite 102  
Cache, UT 84321



Date of Issue:

February 3, 2025

### Bid Submission Requirements

**Required:** Submit one original and one electronic copy of your proposal to Cache County. The electronic copy of the proposal must be in “PDF” format, and submitted on a CD, flash drive, or other electronic storage medium. Please submit proposals by mail or hand delivery as set forth below and ensure that they are received by Cache County no later than Wednesday, March 1, 2025, at 5:00 p.m. MT.

If Provided by Mail:

Cache County  
Attn: Bryson Behm  
179 North Main Street  
Suite 102  
Logan, UT 84321

If Provided by Hand Delivery:

CacheCounty  
Attn: Bryson Behm  
179 North Main Street  
Suite 102  
Logan, UT 84321

Alternatively, online submittals will be accepted through Scquest. Upload the proposal in the section “Supplier Attachments.” If you have trouble submitting online, you can email [scquestadmin@utah.gov](mailto:scquestadmin@utah.gov) for assistance.

**Required:** Complete the *Written Claim of Business Confidentiality and Concise State of Reasons Supporting This Claim of Business Confidentiality*, attached as Exhibit A to this RFP, have it signed by an authorized representative, and submit it as the first substantive item in the proposal.

**Required:** Complete the *CM/GC Proposal Form*, attached as Exhibit B to this RFP.

**Required:** Submit minimum qualifications requirements as described in Section IV.

## **I. Introduction**

The Cache County Clerk has the statutory responsibility to administer all County, State, and Federal Elections and provides administrative services to Municipalities and Local Districts as contracted. Cache County desires to obtain Requests for Proposals (RFP) for by-mail balloting and ballot printing services.

Cache County intends to contract with a qualified vendor with expertise and knowledge in by-mail balloting processes and ballot printing. The vendor will coordinate its efforts to print all paper ballots for each applicable election, prepare and mail all required by-mail ballots to individual voters, and provide any additional printed paper ballots required by the County during the election. The vendor will be required to coordinate these services with the schedule mutually agreed upon between the vendor and the Cache County Clerk's office which is subject to the laws and ordinances of the United States and the State of Utah.

## **II. Scope of Work**

Prospective vendors should have the expertise, capacity, and ability to print and process by-mail ballots for 2-3 elections each year for a by-mail voting population of 80,000. General elections are held in November, and Primary elections are in June or August. Occasionally, other special elections may be held within the year. Vendors will provide stock for ballots, envelopes, and any additional inserts required by the County Clerk's Office. Vendors must have the ability to produce ballots compatible with processing on ES&S ballot scanning equipment, specifically DS450 and DS200 scanners. Vendors must provide a secure method of transmitting and receiving Personally Identifiable Information (PII) related to voter registration files and must provide guarantees of such protection. Vendors will provide a secure facility with equipment capable of printing ballots and assembling ballots, envelopes, and inserts. Equipment must provide addressing and mail preparation and sorting. The Vendor will be responsible for ensuring ballots are delivered in a timely manner to the US Post Office for delivery to voters.

## **III. Terms of Agreement**

The initial contract period shall be for a one year period starting on January 1, 2025, and ending on December 31, 2025. At the end of this period, the contract shall be renewable for five additional one-year calendar periods upon agreement of both parties. It shall be understood that either party may at any time during the contractual relationship terminate the agreement without liability or penalty upon 120 days written notice delivered to the other party.

## **IV. Costs/Fees**

Cache County will consider all proposals that meet the required purpose and scope of the work and provide the best value to the County. All pricing quotes provided must remain valid for the purpose of drafting a contract

until 60 days after the bid closing. **Any proposal that does not offer to remain firm for this required period may be considered as non-responsive.**

Bids should include cost breakout for the following items:

Materials:

- Outer Envelope
- Inner (return) Envelope
- Test Deck Ballot sets
- Ballot

Administration:

- Ballot and envelope assembly and mail preparation
- Ballot setup per ballot style
- Inserting additional information or instructions with ballot
- Data base set up (if applicable)
- Other standard costs

Prices should be quoted for the following ranges:

- 15,000-25,000
- 25,000-50,000
- 50,000-100,000

## **V. Proposal Submission Requirements**

All proposals submitted for evaluation should include, but are not limited to, the following:

- A. Complete and submit the Written Claim of Business Confidentiality and Concise Statement of Reasons Supporting This Claim of Business Confidentiality, attached hereto as Exhibit A, which must be signed by CM/GC or an authorized representative of CM/GC;
- B. Complete and submit the Proposal Form, attached hereto as Exhibit B, which must be signed by CM/GC or an authorized representative of CM/GC;
- C. Provide a cover letter, an executive summary (two pages maximum) and an organizational chart showing the team involved including individual members, all organizations, relationships and a breakdown of responsibilities including a biography and resume of key members who will be involved in the project.
- D. Provide a narrative that specifically addresses the firm's experience with the capability to successfully perform the required services requested in the RFP's scope of work.
- E. Provide a detailed explanation of at least three (3) projects performed by the Vendor that is similar to the services sought through this RFP.
- F. Provide a minimum of three (3) references, including name, address and telephone number of persons who can attest to the performance, qualifications, and experience on like projects.
- G. Proposal: This section should cover such things as the approach to the RFP's scope of work; the proposed schedule of the work to include a project timeline using an election that occurs on November , 2025; project strategy, methodology used to control costs, insure operational effectiveness, identify outputs to be delivered, and identify advantages of the proposal to Cache County including value added items and or services.
- H. Fee Schedule: A detailed fee schedule proposed to be charged for the services to be performed.

Proposals in non-standard formats cannot be evaluated without considerable analysis. Failure to follow the prescribed format may result in rejection of the proposal.

I. Proposal Format:

Proposals in non-standard formats cannot be evaluated without considerable analysis. Failure to satisfy any of the foregoing proposal submission requirements may result in rejection of CM/GC's submitted proposal;

- J. If submitting by hard copy, please submit one original as well as one electronic copy of CM/GC's proposal to the County.

The electronic copy of CM/GC's proposal must be in "PDF" format, and submitted on a flash drive, or other electronic storage medium (See subsection B.3. below for potential proposal protection).

- i. Address and submit proposals by mail or hand delivery as set forth below and ensure that they are received by the County no later than Wednesday, March 5, 2025, at 5:00 p.m.

If Provided by Mail:

Cache County Clerk  
Attn: Bryson Behm  
179 North Main Street  
Suite 102  
Logan, UT 84321

If Provided by Hand Delivery:

Cache CountyClerk  
Attn: Bryson Behm  
179 North Main Street  
Suite 102  
Logan, UT 84321

K. Potential Proposal Protection:

1. The electronic "PDF" copy of CM/GC's proposal must be a full and complete copy of CM/GC's proposal unless:
  - a. CM/GC's proposal contains information that may be protected under Section 63G-2-305(1), Utah Code Annotated, Section 63G-2-305(2), Utah Code Annotated, or both; and
  - b. CM/GC complies with Section 63G-2-309, Utah Code Annotated.
2. If CM/GC satisfies subsection a. and b. directly above, a second electronic "PDF" copy of CM/GC's proposal must be included with redactions.
3. If CM/GC complies with subsections 1a, 1b, and 2 directly above, the County, upon receiving a GRAMA request for CM/GC's proposal, will release a copy of CM/GC's redacted proposal. However, if CM/GC fails to comply with subsections 1a, 1b, and 2 directly above, the County, upon receiving a GRAMA request for CM/GC's proposal, will release a full and complete copy of CM/GC's proposal.

**VI. Evaluation Criteria**

Submitted Proposals will be evaluated and scored by the selection committee based on the following criteria:

<b>Evaluation Criteria</b>			
<u>Primary Criteria</u>	<u>Sub-Criteria</u>	<u>Primary Criteria % of Overall Evaluation Score</u>	<u>Sub-Criteria % of Primary Criteria Evaluation Score</u>
<b>Suitability of Product for Cache County Vote by Mail</b>	N/A	<b>20%</b>	N/A
<b>Firm’s Qualifications and Relevant Experience</b>	Key Personnel Relevant Experience	<b>50%</b>	Key Personnel – 25% Relevant Experience – 25%
<b>Fee Schedule</b>	N/A	<b>30%</b>	N/A

**VII. Specific Questions Regarding Proposals (if necessary):** No more than four Applicants found most qualified by the aforementioned evaluation criteria may be asked to verbally respond to specific questions from the selection committee regarding CM/GC’s proposal. These questions must be answered by the same project team personnel who will be assigned to the Project, should CM/GC be awarded a contract Applicants selected for a verbal question session shall focus their answers on their proposal and should anticipate to field questions from the evaluation committee specifically regarding the CM/GC’s proposal. Notwithstanding the foregoing, the County reserves the right to forgo this option at its discretion.

**VIII. Projected Schedule for the RFP Process:** The County reserves the right to modify the following projected schedule for this RFP process at its sole discretion.

<b>Activity</b>	<b>Date</b>
Issuance of the RFP by Cache County	February 3, 2025
Deadline to Submit Questions	February 14, 2025
Deadline for CM/GC to submit proposal	March 1, 2025
Date for interviews/demonstrations (if necessary)	TBD
Issuance of Notice of Intent to Engage in Contract Negotiations	TBD

**IX. Questions and Deadline for Questions:** All questions relating to this RFP must be directed to Bryson Behm, Cache County Clerk, via email at [bryson.behm@cachecounty.gov](mailto:bryson.behm@cachecounty.gov). The deadline to submit questions regarding this RFP is February 14, 2024, at 4:00 p.m. Mountain Time. Cache County may reject any proposal submitted in response to this RFP if one or more employees, agents, representatives, or otherwise contacts any other Cache County employee, agent, or representative regarding this RFP.

**X. Protests:** CM/GC may file a protest relating to this RFP pursuant to Cache County’s purchasing policy and procedures governing requests for proposals (the “RFP Policy”). CM/GC may receive a copy of the RFP Policy by requesting a copy of the RFP Policy through an email sent to [bryson.behm@cachecounty.gov](mailto:bryson.behm@cachecounty.gov).

## **XI. Potential Proposal Protection**

1. The electronic “PDF” copy of CM/GC’s proposal must be a full and complete copy of CM/GC’s proposal unless:
  - a. CM/GC’s proposal contains information that may be protected under Section 63G-2-305(1), Utah Code Annotated, Section 63G-2-305(2), Utah Code Annotated, or both; and
  - b. CM/GC complies with Section 63G-2-309, Utah Code Annotated.
2. If CM/GC satisfies subsection a. and b. directly above, a second electronic “PDF” copy of CM/GC’s proposal must be included with redactions.
3. If CM/GC complies with subsections 1a, 1b, and 2 directly above, the County, upon receiving a GRAMA request for CM/GC’s proposal, will release a copy of CM/GC’s redacted proposal. However, if CM/GC fails to comply with subsections 1a, 1b, and 2 directly above, the County, upon receiving a GRAMA request for CM/GC’s proposal, will release a full and complete copy of CM/GC’s proposal.

## **XII. CM/GCs Are Bound by This RFP and the RFP Policy**

By submitting a proposal in response to this RFP, each CM/GC agrees to be bound by this RFP and the RFP Policy, including the following:

- A. Binding Revised AIA Contract Documents. The CM/GC agrees to be bound by the revised AIA contract documents attached hereto as Exhibit D.
- B. Proposals Must Remain Constant. Proposals, including costs, must remain constant from the proposal submission date through the execution of a contract between Cache County and a CM/GC for the services sought through this RFP. A CM/GC that submits a proposal that will not remain constant for this required time period may be rejected by Cache County.
- C. Termination or Debarment Certification. Federal and state regulations require certification by CM/GCs as to current history regarding debarment, eligibility, indictments, convictions, or civil judgements. CM/GCs must submit a certification that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from soliciting work by any governmental department or agency. CM/GCs must also certify that neither it nor its principals have been terminated during the performance of a contract or withdrew from a contract to avoid termination. If a CM/GC cannot certify these two statements, the CM/GC shall submit a written explanation of the circumstances for review. A CM/GC must submit these certifications with its proposal.
- D. Governing Law; Jurisdiction; Venue; Restriction on Assignment. All contracts between Cache County and a CM/GC for the services sought through this RFP will be interpreted, construed, and given effect according to the laws of the State of Utah and the ordinances and policies of Cache County. The courts within Cache County, Utah will have exclusive jurisdiction and be the exclusive venue regarding any matter regarding such contract(s) or any matter regarding this RFP. No such contract may be assigned, in whole or in part, without the written consent of Cache County.
- E. Licensing. A selected CM/GC shall obtain all applicable federal, state, and local licenses before a contract for the services sought through this RFP and between Cache County and the selected CM/GC is executed. These licenses must be maintained by the CM/GC for the duration of the contract between Cache County and the CM/GC.
- F. Registration. CM/GCs shall be registered with the Utah Department of Commerce, Division of Corporations and Commercial Code. CM/GCs may obtain forms and information regarding this

registration requirement by calling (801) 530-4849 or 1-877-526-3994, or by accessing the following website: [www.commerce.utah.gov](http://www.commerce.utah.gov).

- G. Modifying Proposal. A CM/GC may modify its proposal at any time prior to the deadline for CM/GCs to submit proposals, which is set forth in the “Projected Schedule for the RFP Process” section above. After this deadline, a CM/GC is precluded from modifying its proposal unless otherwise permitted by the RFP Policy or this RFP.
- H. Independent Status. Each CM/GC agrees that, if it enters into a contract with the County, the CM/GC operate as an independent entity, and, thus, the CM/GC will not have the authority, express or implied, to bind the County to any agreements, settlements, liability, or understanding whatsoever with any third party, and the CM/GC will not have an interest in any benefits provided by the County to its employees.
- I. Free and Competitive Bidding. Any agreement or collusion among CM/GCs to fix a price, limit competition, or other similar conduct shall render the proposals of such CM/GCs void.
- J. Warranties. A selected CM/GC shall warrant, under a contract with the County for the services sought through this RFP, that all services performed by it under such a contract shall be of reasonable quality, shall be free from faults, shall be free from defects, shall conform with reasonable professional customs and standards, and shall conform to applicable codes, regulations and rules.
- K. Insurance. Each CM/GC agrees that prior to entering into a contract with the County for the services sought through this RFP and for the duration of such contact, the CM/GC shall secure and maintain, at its own expense, insurance coverage that satisfies the following:
  - 1. Occurrence from commercial general liability insurance with the following minimum limits:
    - a. Each occurrence - \$2,000,000.00;
    - b. Damage to Rented Premises - \$300,000.00;
    - c. Medical Expense (any one person) - \$10,000.00;
    - d. Personal and Adv. Injury - \$2,000,000.00;
    - e. General Aggregate - \$5,000,000.00; and
    - f. Products – Comp/Op Agg. - \$2,000,000.00;
  - 2. Automobile liability insurance with limits of not less than \$1,000,000.00 per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage;
  - 3. Workers compensation, including minimums as required by Utah law; and
  - 4. Employer’s liability insurance with policy limits not less than \$1,000,000.00 each accident, \$1,000,000.00 each employee, and \$1,000,000.00 policy limit.
- L. Indemnification. A selected CM/GC shall agree to the following indemnification provision: “With respect to any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding (“Proceeding”) against Cache County, Cache County’s officers, employees, agents, consultants, advisors, and other representatives, and each of their heirs, executors, successors, and assignees (“Cache County Indemnitees”) that arises out of this contract or the acts or omissions of the CM/GC (each, a “Claim”), the CM/GC shall, for the duration of this contract and for a period of six years after the termination of this contract, indemnify those Cache County

Indemnitees against any amount awarded in, or paid in settlement of any Proceeding, including interest (“Loss”), and any expense incurred in defending a Proceeding or in any related to investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys’ and other professionals’ fees and disbursements (“Litigation Expense”) (Loss and Litigation Expense means “Indemnifiable Losses”) arising out of that Proceeding, except to the extent that Cache County negligently or intentionally caused those Indemnifiable Losses. The CM/GC’s compliance with any provision of this agreement to secure and maintain insurance shall not waive or limit the obligations of this indemnification provision.

M. Conflicts. Any conflicts between one or more of the following shall be resolved in the following order:

1. Once signed, the contract between the County and a CM/GC for the services sought through this RFP;
2. The RFP Policy;
3. The County’s other policies and procedures;
4. This RFP; and
5. The proposal submitted by a CM/GC in response to this RFP.

N. Legislative Allocation. CM/GC acknowledges that, if it enters into a contract with Cache County, any payments made by the County to CM/GC are subject to and conditioned upon future legislative allocation of funds by the county council.



## **EXHIBIT A**

**(Written Claim of Business Confidentiality and Concise Statement of  
Reasons Supporting This Claim of Business Confidentiality)**

**EXHIBIT A**  
**Written Claim of Business Confidentiality and**  
**Concise Statement of Reasons Supporting This Claim of Business Confidentiality**

**Required:** Please check the box directly below that best describes the applicability of this form to the proposal:

This form does not apply to the proposal being submitted (**If You Mark This Box, Stop Here**)

This form does apply to the proposal being submitted and has been filled out completely and accurately (**If You Mark This Box, Please Fill Out the Remaining Portions of This Form**)

Pursuant to Subsections 63G-2-305(1) and (2), Utah Code Annotated (2021, as amended), and Section 63G-2-309, Utah Code Annotated (2019, as amended), \_\_\_\_\_ (company name) asserts a claim of business confidentiality to protect certain portions of its proposal. **An entire proposal cannot be identified as “Protected.”**

Please mark the box or boxes directly below that best describe(s) the ground(s) for this claim of business confidentiality for certain portions of the proposal:

- Trade secrets as defined in Section 13-24-2, Utah Code Annotated (1989, as amended), if the person submitting the trade secret has provided the governmental entity with the information specified in Section 63G-2-309, Utah Code Annotated (2021, as amended) (“Trade secret” means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (a) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy).
- Commercial information or non-individual financial information obtained from a person if: (a) disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future; (b) the person submitting the information has a greater interest in prohibiting access than the public in obtaining access; and (c) the person submitting the information has provided the governmental entity with the information specified in Section 63G-2-309, Utah Code Annotated (2019, as amended).

The following is a concise statement of reasons supporting this claim of business confidentiality for the proposal:

Page	Paragraph	Reason

**Please use additional sheets, if needed.**

Pursuant to Section 63G-2-309 (2019, as amended), you will be notified, at the address provided in the proposal, if either some or all of the proposal claimed to be protected herein is classified “public” by Cache County or if Cache County determines that some or all of the proposal claimed to be protected herein should be released after balancing interests under Subsection 63G-2-201(5)(b), Utah Code Annotated (2019, as amended), or Subsection 63G-2-401(6), Utah Code Annotated (2019, as amended).

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT B**  
**(Vendor Fee For)**

<b>Materials</b>	<b>Cost</b>
<b>Outer Envelope</b>	
<b>Inner (return) Envelope</b>	
<b>Test Deck Ballot Sets</b>	
<b>Ballot</b>	
<b>Other materials costs</b>	
<b>Administration</b>	<b>Cost</b>
<b>Ballot, envelope assembly and mail preparation</b>	
<b>Ballot setup per ballot style</b>	
<b>Inserting additional information or instructions with ballot</b>	
<b>Database setup (if applicable)</b>	
<b>Other standard administration costs</b>	
<b>Total Cost</b>	

