

SERIAL 220121-IGA PRINTING AND DISTRIBUTION OF ELECTION BALLOTS

DATE OF LAST REVISION: May 31, 2022

CONTRACT END DATE: October 31, 2023

CONTRACT PERIOD THROUGH OCTOBER 31, 2023

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **PRINTING AND DISTRIBUTION OF ELECTION BALLOTS**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **October 20, 2021 (Eff. 11/01/21)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.



Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

BW/mm
Attach

Copy to: Office of Procurement Services
Richard Greene, Recorder/Election Office

(Please remove Serial 10124-SS from your contract notebooks)



CONTRACT PRINTING AND DISTRIBUTION OF ELECTION BALLOTS 220121-IGA

This contract is entered into this 20th day of October 2021 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Runbeck Election Services, Inc., an Arizona corporation ("Contractor") for the purchase of printing and distribution of election ballots.

1.0 CONTRACT TERM

This contract is for a term of two years, beginning on the 1st of November 2021 and ending the 31st of October 2023.

2.0 OPTION TO RENEW

The County may, at its option and with the concurrence of the Contractor, renew the term of this contract up to a maximum of two years and three months (or at the County's sole discretion, extend the contract on a month-to-month basis for a maximum of nine months after expiration). The Contractor shall be notified in writing by the Office of Procurement Services of the County's intention to renew the contract term at least 60 calendar days prior to the expiration of the original contract term.

3.0 CONTRACT COMPLETION

In preparation for contract completion, the Contractor shall make all reasonable efforts for an orderly transition of its duties and responsibilities to another provider and/or to the County. This may include, but is not limited to, preparation of a transition plan and cooperation with the County or other providers in the transition. The transition includes the transfer of all records and other data in the possession, custody, or control of the Contractor that are required to be provided to the County either by the terms of this agreement or as a matter of law. The provisions of this clause shall survive the expiration or termination of this agreement.

4.0 PRICE ADJUSTMENTS

Any request for fee adjustments (outside of paper costs) must be submitted sixty (60) days prior to the current Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

Any request for fee adjustments (paper costs) must be submitted sixty (60) days prior to the current Contract annual anniversary dates. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (CWT price) or by performing a market survey.

5.0 PAYMENTS

5.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit A – Pricing Sheet.

5.2 Payment shall be made upon the County's receipt of a properly completed invoice.

5.3 INVOICES

5.3.1 The Contractor shall submit one legible copy of their detailed invoice before payment(s) will be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information:

- Company name, address, and contact information
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Project name and/or number
- Invoice number and date
- Payment terms
- Quantity
- Contract item number(s)
- Description of purchase (product or services)
- Pricing per unit of purchase
- Extended price
- Total amount due

5.3.2 Labor, services, and maintenance must be billed as a separate line item.

5.3.3 Problems regarding billing or invoicing shall be directed to the department as listed on the purchase order.

5.3.4 Payment shall only be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an electronic funds transfer (EFT) process. After contract award, the Contractor shall complete the Vendor Registration Form accessible from the County Department of Finance Vendor Registration Web Site <https://www.maricopa.gov/5169/Vendor-Information>.

5.3.5 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County.

5.3.6 EFT payments to the routing and account numbers designated by the Contractor shall include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

5.4 APPLICABLE TAXES

5.4.1 It is the responsibility of the Contractor to determine any and all applicable taxes and include those taxes in their proposal. The legal liability to remit the tax is on the entity conducting business in Arizona. Tax is not a determining factor in contract award.

5.4.2 The County will look at the price or offer submitted and will not deduct, add, or alter pricing based on speculation or application of any taxes, nor will the County provide Contractor any advice or guidance regarding taxes. If you have questions regarding your tax liability, seek advice from a tax professional prior to submitting your bid. You may also find information at <https://www.azdor.gov/Business.aspx>.

Once your bid is submitted, the offer is valid for the time specified in this solicitation, regardless of mistake or omission of tax liability. If the County finds overpayment of a project due to tax consideration that was not due, the Contractor will be liable to the County for that amount, and by contracting with the County agrees to remit any overpayments back to the County for miscalculations on taxes included in a bid price.

- 5.4.3 Tax Indemnification: Contractor and all subcontractors shall pay all Federal, State, and local taxes applicable to their operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to, hold Maricopa County harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal and/or State and local laws and regulations, and any other costs including: transaction privilege taxes, unemployment compensation insurance, Social Security, and workers' compensation. Contractor may be required to establish, to the satisfaction of County, that any and all fees and taxes due to the City or the State of Arizona for any license or transaction privilege taxes, use taxes, or similar excise taxes are currently paid (except for matters under legal protest).

6.0 AVAILABILITY OF FUNDS

- 6.1 The provisions of this contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this contract. County shall keep the Contractor fully informed as to the availability of funds.
- 6.2 If any action is taken by, any State agency, Federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this section, at least 10 days in advance.

7.0 DUTIES

- 7.1 The Contractor shall perform all duties stated in Exhibit B – Scope of Work, or as otherwise directed in writing by the procurement officer.
- 7.2 During the contract term, County may provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

8.0 TERMS AND CONDITIONS

8.1 INDEMNIFICATION

- 8.1.1 To the fullest extent permitted by law, and to the extent that claims, damages, losses, or expenses are not covered and paid by insurance purchased by the contractor, the contractor shall defend, indemnify, and hold harmless the County (as Owner), its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to reasonable attorneys' fees, court costs, expert witness fees, and the costs and reasonable attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from, the negligent acts, errors, omissions, or mistakes relating to the performance of this contract, subject to Arizona's comparative negligence laws.

- 8.1.2 Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment of, or destruction of tangible property, including loss of use resulting therefrom, caused by negligent acts, errors, omissions, or mistakes in the performance of this contract, but only to the extent caused by the negligent acts or omissions of the contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.
- 8.1.3 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this section.
- 8.1.4 The scope of this indemnification does not extend to the sole negligence of County.

8.2 INSURANCE

- 8.2.1 Contractor, at Contractor's own expense, shall purchase and maintain, at a minimum, the herein stipulated insurance from a company or companies duly licensed by the State of Arizona and possessing an AM Best, Inc. category rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 8.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this contract.
- 8.2.3 In the event that the insurance required is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this contract and either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the time work under this contract is completed.
- 8.2.4 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 8.2.5 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 8.2.6 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 8.2.7 The insurance policies required by this contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials, and employees as additional insureds.

8.2.8 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials, and employees for any claims arising out of Contractor's work or service.

8.2.9 If available, the insurance policies required by this contract may be combined with Commercial Umbrella Insurance policies to meet the minimum limit requirements. If a Commercial Umbrella insurance policy is utilized to meet insurance requirements, the Certificate of Insurance shall indicate which lines the Commercial Umbrella Insurance covers.

8.2.10 Commercial General Liability

Commercial General Liability (CGL) insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

8.2.11 Automobile Liability

Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the premises under this contract.

8.2.12 Workers' Compensation

Workers' compensation insurance to cover obligations imposed by Federal and State statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

Contractor, its subcontractors, and sub-subcontractors waive all rights against this contract and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and Employer's Liability or Commercial Umbrella Liability insurance obtained by Contractor, its subcontractors, and its sub-subcontractors pursuant to this contract.

8.2.13 Cyber, Network Security, and Privacy Liability

Cyber, Network Security and Privacy Liability Insurance with a limit of not less than \$5,000,000 per occurrence. The policy shall include, but not be limited to; coverage for all directors, officers, agents and employees of the Contractor, losses with respect to network risks (such as data breaches, unauthorized access or use, and ID theft of data), invasion of privacy (regardless of the type of media involved in the loss of private information), crisis management, identity theft response costs, breach notification costs, credit remediation, and credit monitoring, defense, and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, electronic data restoration expenses (data asset protection), network business interruption, computer fraud coverage, funds transfer loss, third-party fidelity, theft, no requirement for arrest and conviction, and loss outside the premises of the named insured.

8.2.14 Certificates of Insurance

8.2.14.1 Prior to contract award, Contractor shall furnish the County with valid and complete Certificates of Insurance, or formal endorsements as required by the contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this contract are in full force and effect. Such certificates shall identify this contract number and title.

8.2.14.2 In the event any insurance policy(ies) required by this contract is (are) written on a claims-made basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual certificates of insurance.

8.2.14.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County 15 calendar days prior to the expiration date.

8.2.14.4 Certificates of Insurance shall identify Maricopa County as the certificate holder as follows:

Maricopa County
c/o Risk Management
301 W Jefferson St, Suite 910
Phoenix, AZ 85003

8.2.15 Cancellation and Expiration Notice

Applicable to all insurance policies required within the insurance requirements of this contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without 30 days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within two business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed, or hand delivered to 160 S. 4th Avenue, Phoenix, AZ 85003, or emailed to the procurement officer noted in the solicitation.

8.3 FORCE MAJEURE

8.3.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this contract, if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes include, but are not limited to, acts of God/nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, and interruption or failure of electricity or telecommunication service, and pandemic.

8.3.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

8.3.3 The party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

8.4 ORDERING AUTHORITY

Any request for purchase shall be accompanied by a valid purchase order issued by a County department or directed by a Certified Agency Procurement Aid (CAPA) with a purchase card for payment.

8.5 PROCUREMENT CARD ORDERING CAPABILITY

County may opt to use a procurement card (Visa or Master Card) to make payment for orders under this contract.

8.6 INTERNET ORDERING CAPABILITY

County may opt to use the Internet to communicate and to place orders under this contract.

8.7 NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION

This contract does not guarantee any minimum or maximum purchases will be made. Orders will only be placed under this contract when the County identifies a need and proper authorization and documentation have been approved.

8.8 PURCHASE ORDERS

8.8.1 County reserves the right to cancel purchase orders within a reasonable period of time after issuance. Should a purchase order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the purchase order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, or for shipment of product prior to issuance of purchase order.

8.8.2 Contractor agrees to accept verbal notification of cancellation of purchase orders from the County procurement officer with written notification to follow. Contractor specifically acknowledges to be bound by this cancellation policy.

8.9 SUSPENSION OF WORK

The procurement officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the procurement officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

8.10 STOP WORK ORDER

8.10.1 The procurement officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 calendar days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically

identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 calendar days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the procurement officer shall either:

8.10.1.1 cancel the stop work order; or

8.10.1.2 terminate the work covered by the order as provided in the Termination for Default or the Termination for Convenience clause of this contract.

8.10.1.3 The procurement officer may make an equitable adjustment in the delivery schedule and/or contract price, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

8.11 TERMINATION FOR CONVENIENCE

The County reserves the right to terminate the Contract, in whole or in part at any time, when it reasonably determines it is in the best interests of the County, without penalty or recourse. Upon receipt of written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The Contractor will be given at least one hundred and twenty (120) calendar days-notice of any termination for convenience.

8.12 TERMINATION FOR DEFAULT

8.12.1 The County may, by written Notice of Default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

8.12.1.1 deliver the supplies or to perform the services within the time specified in this contract or any extension;

8.12.1.2 make progress, so as to endanger performance of this contract; or

8.12.1.3 perform any of the other provisions of this contract.

8.12.2 The County's right to terminate this contract under these subparagraphs may be exercised if the Contractor does not cure such failure within 10 business days (or more if authorized in writing by the County) after receipt of a Notice to Cure from the procurement officer specifying the failure.

8.13 PERFORMANCE

It shall be the Contractor's responsibility to meet the proposed performance requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to perform, and any reasonable price differential will be charged against the Contractor.

8.14 CONTRACTOR EMPLOYEE MANAGEMENT

- 8.14.1 Contractor shall endeavor to maintain the personnel proposed in their proposal throughout the performance of this contract.
- 8.14.2 If Contractor personnel's employment status changes, Contractor shall provide County a list of proposed replacements with equivalent or greater experience. County shall not unreasonably prevent Contractor from selecting the replacement of Contractor's choice.
- 8.14.3 Under no circumstances shall the implementation schedule to be impacted by a personnel change on the part of the Contractor.
- 8.14.4 Contractor shall not reassign any key personnel identified in their proposal without the express consent of the County. County shall not unreasonably prevent Contractor from reassigning any key personnel as Contractor sees fit.
- 8.14.5 County reserves the right to immediately remove from its premises any Contractor personnel it determines to be a risk to County operations.
- 8.14.6 County reserves the right to request the replacement of any Contractor personnel at any time, for any reason.

8.15 WARRANTY OF SERVICES

- 8.15.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the contract, including all descriptions, specifications, and attachments made a part of this contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.
- 8.15.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this contract in the manner and to the same extent as services originally furnished hereunder.

8.16 INSPECTION OF SERVICES

- 8.16.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the contract requires.
- 8.16.2 County has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. County shall perform inspections and tests in a manner that will not unduly delay the work.
- 8.16.3 If any of the services do not conform to contract requirements, County may require the Contractor to perform the services again in conformity with contract requirements, at no cost to the County. When the defects in services cannot be corrected by re-performance, County may:
 - 8.16.3.1 require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

8.16.3.2 reduce the contract price to reflect the reduced value of the services performed.

8.16.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, County may:

8.16.4.1 by contract or otherwise, perform the services and charge to the Contractor, through direct billing or through payment reduction, any cost incurred by County that is directly related to the performance of such service; or

8.16.4.2 terminate the contract for default.

8.17 USAGE REPORT

The Contractor shall furnish the County a usage report, upon request, delineating the acquisition activity governed by the contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit of measure.

8.18 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST

Notice is given that, pursuant to A.R.S. § 38-511, the County may cancel any contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County is at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the contract with respect to the subject matter of the contract. Additionally, pursuant to A.R.S. § 38-511, the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

8.19 OFFSET FOR DAMAGES

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

8.20 SUBCONTRACTING

8.20.1 The Contractor may not assign to another Contractor or subcontract to another party for performance of the terms and conditions hereof without the prior written consent of the County. All correspondence authorizing subcontracting must reference the bid serial number and identify the job or project.

8.20.2 The subcontractor's rate for the job shall not exceed that of the prime Contractor's rate, as bid in the pricing section, unless the prime Contractor is willing to absorb any higher rates. The subcontractor's invoice shall be invoiced directly to the prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the subcontractor's invoice must accompany the prime Contractor's invoice.

8.21 AMENDMENTS

All amendments to this contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

8.22 ADDITIONS/DELETIONS OF REQUIREMENTS

The County reserves the right to add and/or delete materials and services to a contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials or services are required from a contract, prices for such additions will be negotiated between the Contractor and the County.

8.23 RIGHTS IN DATA

8.23.1 The County shall have the use of data and reports resulting from a contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a contract and to the performance thereunder.

8.23.2 Data, records, reports, and all other information generated for the County by a third party as the result of a contract are the property of the County and shall be provided in a format designated by the County or shall be and remain accessible to the County into perpetuity.

8.24 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW

8.24.1 In accordance with Section MC1-373 of the Maricopa County Procurement Code, the Contractor agrees to retain (physical or digital copies of) all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this contract for six years after final payment or until after the resolution of any audit questions, which could be more than six years, whichever is longest. The County, Federal or State auditors and any other persons duly authorized by the department shall have full access to and the right to examine, copy, and make use of, any and all said materials.

8.24.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

8.25 AUDIT DISALLOWANCES

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check, or a deduction from current invoices submitted by the Contractor equal to the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

8.26 STRICT COMPLIANCE

Acceptance by County of a performance that is not in strict compliance with the terms of the contract shall not be deemed to be a waiver of strict compliance with respect to all other terms of the contract.

8.27 VALIDITY

The invalidity, in whole or in part, of any provision of this contract shall not void or affect the validity of any other provision of the contract.

8.28 SEVERABILITY

The removal, in whole or in part, of any provision of this contract shall not void or affect the validity of any other provision of this contract.

8.29 RELATIONSHIPS

8.29.1 In the performance of the services described herein, the Contractor shall act solely as an independent Contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

8.29.2 The County reserves the right to consult with Contractor on final approval of proposed staff. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County. County shall not unreasonably request Contractor staff be removed from County projects.

8.30 NON-DISCRIMINATION

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09, including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive Order 99-4 and amends Executive Order 75-5 and is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, Contractor shall not discriminate against any employee, client, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability, or national origin. (Arizona Executive Order 2009-09 can be downloaded from the Arizona Memory Project at <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1.>)

8.31 WRITTEN CERTIFICATION PURSUANT to A.R.S. § 35-393.01

If vendor engages in for-profit activity and has 10 or more employees, and if this agreement has a value of \$100,000 or more, vendor certifies it is not currently engaged in, and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

8.32 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

8.32.1 The undersigned (authorized official signing on behalf of the Contractor) certifies to the best of his or her knowledge and belief that the Contractor, its current officers, and directors:

8.32.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from being awarded any contract or grant by any United States department or agency or any state, or local jurisdiction;

- 8.32.1.2 have not within a three-year period preceding this contract:
 - 8.32.1.2.1 been convicted of fraud or any criminal offense in connection with obtaining, attempting to obtain, or as the result of performing a government entity (Federal, State or local) transaction or contract; or
 - 8.32.1.2.2 been convicted of violation of any Federal or State antitrust statutes or conviction for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property regarding a government entity transaction or contract;
- 8.32.1.3 are not presently indicted or criminally charged by a government entity (Federal, State or local) with commission of any criminal offenses in connection with obtaining, attempting to obtain, or as the result of performing a government entity public (Federal, State or local) transaction or contract;
- 8.32.1.4 are not presently facing any civil charges from any governmental entity regarding obtaining, attempting to obtain, or from performing any governmental entity contract or other transaction; and
- 8.32.1.5 have not within a three-year period preceding this contract had any public transaction (Federal, State or local) terminated for cause or default.

8.32.2 If any of the above circumstances described in the paragraph are applicable to the entity submitting a bid for this requirement, include with your bid an explanation of the matter including any final resolution.

8.32.3 The Contractor shall include, without modification, this clause in all lower tier covered transactions (i.e., transactions with subcontractors or sub-subcontractors) and in all solicitations for lower tier covered transactions related to this contract. If this clause is applicable to a subcontractor or sub-subcontractor, the Contractor shall include the information required by this clause with their bid.

8.33 VERIFICATION REGARDING COMPLIANCE WITH A.R.S. § 41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS

8.33.1 By entering into the contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using E-Verify) and all other Federal immigration laws and regulations related to the immigration status of its employees and A.R.S. § 23-214(A). The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the procurement officer upon request. These warranties shall remain in effect through the term of the contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the contract and verify employee compliance using the E-Verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at www.uscis.gov.

8.33.2 The County retains the legal right to inspect documents of Contractor and subcontractor employees performing work under this contract to verify compliance with paragraph 8.33.1 of this section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the

Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

8.34 CONTRACTOR LICENSE REQUIREMENT

8.34.1 The Contractor shall procure all permits, insurance, and licenses, and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any requirements, by any and all governmental or non-governmental entities as mandated to maintain compliance with and remain in good standing. The Contractor shall keep fully informed of existing and future trade or industry requirements, and Federal, State, and local laws, ordinances, and regulations which in any manner affect the fulfillment of a contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the department of any and all changes concerning permits, insurance, or licenses.

8.35 INFLUENCE

8.35.1 As prescribed in MC1-1203 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for disbarment or suspension under MC1-902.

8.35.2 An attempt to influence includes, but is not limited to:

8.35.2.1 A person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type of valuable contribution or subsidy that is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

8.35.3 If a person attempts to influence any employee or agent of Maricopa County, the chief procurement officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

8.36 CONFIDENTIAL INFORMATION

8.36.1 Any information obtained in the course of performing this contract may include information that is proprietary or confidential to the County. This provision establishes the Contractor's obligation regarding such information.

8.36.2 The Contractor shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the County or from others in carrying out its functions (services) under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. The Contractor's procedures and controls, at a minimum, must be the same procedures and controls it uses to protect its own proprietary or confidential information. If, at any time during the duration of the contract, the County determines that the procedures and controls in place are not adequate, the Contractor shall institute any new and/or additional measures requested by the County within 15 business days of the written request to do so.

8.36.3 Any requests to the Contractor for County proprietary or confidential information shall be referred to the County for review and approval, prior to any dissemination.

8.37 PUBLIC RECORDS

Under Arizona law, all offers submitted and opened are public records and must be retained by the County at the Maricopa County Office of Procurement Services. Offers shall be open to public inspection and copying after contract award and execution, except for such offers or sections thereof determined to contain proprietary or confidential information by the Office of Procurement Services. If an offeror believes that information in its offer or any resulting contract should not be released in response to a public record request, under Arizona law, the offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The records manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

8.38 INTEGRATION

This contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, expressed, or implied.

8.39 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this contract, the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 *et seq.*

8.40 GOVERNING LAW

This contract shall be governed by the laws of the State of Arizona. Venue for any actions or lawsuits involving this contract will be in Maricopa County Superior Court, Phoenix, Arizona.

8.41 PRICES

Contractor warrants that prices extended to County under this contract are no higher than those paid by any other customer within the state of Arizona for these or similar services.

8.42 ORDER OF PRECEDENCE

In the event of a conflict in the provisions of this contract and Contractor's license agreement, if applicable, the terms of this contract shall prevail.

8.43 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$SAVE)

The County is a member of the SAVE cooperative purchasing group. SAVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the SAVE Cooperative Purchasing Agreement, and with the concurrence of the successful respondent under this solicitation, a member of SAVE may access a contract resulting from a solicitation issued by the County. If contractor does not want to grant such access to a member of SAVE, state so in contractor's bid. In the absence of a statement to the contrary, the County will assume that contractor does wish to grant access to any contract that may result from this bid. The County assumes no responsibility for any purchases by using entities.

8.44 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPAs with numerous governmental entities. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County contract. It is the responsibility of the non-County government entity to perform its own due diligence on the acceptability of the contract under its applicable procurement rules, processes, and procedures. Certain governmental agencies may not require an ICPA and may utilize this contract if it meets their individual requirements. Other governmental agencies may enter into a separate Statement of Work with the Contractor to meet their own requirements. The County is not a party to any uses of this contract by other governmental entities.

8.45 INCORPORATION OF DOCUMENTS

8.45.1 The following are to be attached to and made part of this Contract:

8.43.1.1 Exhibit A – Vendor Information and Pricing

8.43.1.2 Exhibit B – Scope of Work

8.43.1.3 Exhibit C – Disaster Recovery Plan

8.46 NOTICES

All notices given pursuant to the terms of this contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services
160 S. 4th Avenue
Phoenix, Arizona 85003-1647

For Contractor:

Runbeck Election Services, Inc.
Rizwan Fidai, Vice President of Sales
2800 S. 36th Street
Phoenix, Arizona 85034

IN WITNESS WHEREOF, this contract is executed on the date set forth above.

CONTRACTOR




AUTHORIZED SIGNATURE

Rizwan Fidaei, Vice President of Sales
PRINTED NAME AND TITLE

2800 S 36th Street, Phoenix, AZ 85034
ADDRESS

10/19/21
DATE

MARICOPA COUNTY



CHAIRMAN, BOARD OF SUPERVISORS

OCT 20 2021
DATE

ATTESTED:

CLERK OF THE BOARD

OCT 20 2021
DATE

APPROVED AS TO FORM:

Randall B. Pennington
DEPUTY COUNTY ATTORNEY

October 19, 2021
DATE

**EXHIBIT A
VENDOR INFORMATION AND PRICING**

SERIAL 220121-IGA	
NIGP CODE: 70069	
CONTRACTOR'S NAME:	Runbeck Election Services, Inc.
COUNTY VENDOR NUMBER:	VC0000001910
ADDRESS:	2800 S. 36 th St. Phoenix, AZ 85034
P.O. ADDRESS:	N/A
TELEPHONE NUMBER:	480-455-1095
FACSIMILE NUMBER:	602-437-1411
WEB SITE:	Runbeck.net
CONTACT (REPRESENTATIVE):	Rizwan Fidai, Vice President of Sales
REPRESENTATIVE'S E-MAIL ADDRESS:	rfidai@runbeck.net
PAYMENT TERMS: NET 30 DAYS	

1. Ballot Printing
 Printing – 80# VoteSecure
 - 1.1 11” – 19” Ballot = \$0.25 per ballot card
 - 1.2 >19” Ballot = \$0.29 per ballot card
 - 1.3 Test Decks 11”-19” Pre-filled (Furnished) = \$0.25 per ballot card
 - 1.4 Test Decks >19” Pre-filled (Furnished) = \$0.29 per ballot card
 - 1.5 Test Deck Programming Charges: \$150.00 per/hour
 - 1.6 PDF Change Fee = \$7,500
 - 1.7 Hard Copy Proofs 11” – 19” Ballot = \$0.25 per ballot card
 - 1.8 Hard Copy Proofs >19” = \$0.29 per ballot card
 - 1.9 Repository Art/Election Set-up = \$7,500 per election
 - 1.10 Official Ballots Preparation to include shrink wrap and packaging = additional \$0.04 per ballot card
 - 1.11 Roland VoteSecure Paper = \$0.01 per ballot card
 - 1.12 Paper Storage Fee = \$0.01 per ballot/blank stock ordered
 - 1.13 Ballot Guard™ (Support for Senate Bill 1819) = additional \$0.06 per ballot card
 - 1.14 11” – 19” Ballot Roland VoteSecure Paper, 100# = \$0.02 per ballot card (Eff. 5-5-22)**

2. Blank Ballot Shells/Stock
 If paper needs to be pre-printed with watermarks or any other requirements, an additional cost will be incurred based on the request.
 - 2.1 Blank Sheet = \$0.15 per sheet
 - 2.2 Blank Sheet Scored = \$0.18 per sheet
 - 2.3 Charge for Roland VoteSecure Paper = additional \$0.01 per sheet

3. Outbound Ballot Mailing
Full Service OUTBOUND EV Mail Processing: Data Preparation, Insertion, Sorting
 - 3.1 Insertion of Voter Packet = \$0.24 per packet (3 pieces)
 - 3.2 Insertion cost for each additional insert beyond (3) Pieces Per Packet = \$0.10 per insert
 - 3.3 Label Files = \$1.00 each label emailed to Maricopa
 - 3.4 Database Set-up = \$7,500
 - 3.5 Supplemental Mailings (Post E-29) = Same as initial mailing
 - 3.6 Mailing Services = Included
 - 3.7 USPS Mailing Coordination = Included
 - 3.8 USPS Mailing Statements = Included
 - 3.9 Postage = Actual USPS Automation rates
 - 3.10 CASS Processing = \$0.005 per record
 - 3.11 Change of Address Fees (COA) = Incurred when registration is not cleansed. Varies per election.
 - 3.12 ACS Fees = \$0.035 per record charged quarterly
 - 3.13 Outbound TrackMyMail Fees = \$0.01 per record
 - 3.14 Inbound TrackMyMail Fees = \$0.01 per record
 - 3.15 Novus Setup Fee = \$300 per election

4. Inbound Mail Processing
Scanning, Sorting, and Packaging of Returned Early Ballots
 - 4.1 \$0.98 per piece

5. Envelopes
Overage of 3% Waste replacement.
 - 5.1 Outgoing/Carrier:
 - 5.1.1 <10M = \$0.16 per piece
 - 5.1.2 10M-50M = \$0.11 per piece
 - 5.1.3 >50M = \$0.10 per piece

 - 5.2 Affidavit (Green):
 - 5.2.1 <10M = \$0.13 per piece
 - 5.2.2 >10M = \$0.08 per piece

 - 5.3 Large Affidavit
 - 5.3.1 <100M = \$0.17 per piece
 - 5.3.2 Maricopa supplies the envelopes, we only imprint.
 - 5.3.3 USPS Mail Piece Consult and Design = Included
 - 5.3.4 Initial Envelope Composition = Included
 - 5.3.5 Changes to Composition = Included
 - 5.3.6 Large Affidavit envelopes are not reimbursed for waste.

6. Voting Instructions
 - 6.1 Instruction Insert 4 color, 60# Paper, without I Voted Sticker
 - 6.1.1 <100M = \$0.18 per piece
 - 6.1.2 100M-250M = \$0.07 per piece
 - 6.1.3 >250M = \$0.06 per piece

- 6.2 Instruction Insert 4 color, 60# Paper, with I Voted Sticker (Print, Fold, Attach stickers)
 - 6.2.1 <100M = \$0.19 per piece
 - 6.2.2 100M-250M = \$0.08 per piece
 - 6.2.3 >250M = \$0.07 per piece

- 6.3 I Voted Stickers for Inserts
 - 6.3.1 <100M = \$0.19 per piece
 - 6.3.2 100M-250M = \$0.03 per piece
 - 6.3.3 >250M = \$0.02 per piece

- 6.4 I Voted Hand Out Stickers
 - 6.4.1 <100M = \$0.12 per piece
 - 6.4.2 100M-250M = \$0.03 per piece
 - 6.4.3 >250M = \$0.02 per piece

7. All Mail Inserts

90# Springhill Index Paper, 4 Color
Minimum of \$100 for an order.

- 7.1 <100M = \$0.05 per piece
- 7.2 100M-500M = \$0.04 per piece
- 7.3 >500M = \$0.03 per piece

8. Postcards

Self-Mailer, 110# Paper, 4"x6", 4 color,

- 8.1 \$0.18 per piece
- 8.2 Set-up Fee = \$300 per election

9. Full Text Insert (Booklet)

Books are stitched and tabbed and can vary in page count. Pricing is based on several factors, including size, quantity, paper costs and weight, and mailing specifications which vary from election to election.

- 9.1 >1,000,000 = \$0.13 per piece (48-page self-cover book. Ref: 1.15)

10. Sample Ballots

Printing & Mailing

Sample Ballots are priced based on several factors, including size, quantity, paper costs and weight, and mailing specifications which vary from election to election.

- 10.1 18" x 28" flat, 80# paper
Print, trim, fold, Mailing, CASS, and tabbing = \$0.32 per piece

- 10.2 22-1/4" x 17" flat, 70# paper
Print, trim, fold, Mailing, CASS, and tabbing = \$0.27 per piece

- 10.3 8-1/2" x 14" flat, 70# paper
Print, trim, fold Mailing, CASS, and tabbing = \$0.23 per piece

11. 90-Day Notices

Print, Personalize, Perforate, Fold, Tab 2, Mail (self-mailer, not a letter) 8-1/2" x 11" folded to 8-1/2" x 5-1/2", 4 color, 9pt reply card, tabbed twice.

- 11.1 <100M = \$0.17 per piece
- 11.2 100M-500M = \$0.15 per piece
- 11.3 >500M = \$0.13 per piece

12. Publicity Pamphlets

Pamphlets are individually priced based on several factors, including page count, size, quantity, paper costs and weight, and mailing specifications which vary from Jurisdiction and election to election.

Runbeck will provide the County as well as schools, towns, and cities, with a quote that reflects the actual quantity and page count.

13. Once a Year Credit

Maricopa gets a credit at the beginning of every year on the first large job. Usually the Mail Processing ticket for March. Below is the job line description for the invoice along with the amount needed to enter in as a credit:

- 13.1 Annual Discount for Bond Requirement Waiver \$3,250.00

14. Shipping & Delivery Fees

- 14.1 Shipping/delivery fees will be charged based on requests from the county or associated job-related costs.

15. Pricing Adjustment

- 15.1 The parties expressly acknowledge and agree that if the cost of paper and/or envelopes increase, the price will be adjusted by that amount annually.

Product	Price	Quantity	Year 1	Year 2	Year 3	Year 4	Year 5
Novus Annual Software License	\$60,000	1	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000
Novus Annual Hardware License and Maintenance	\$9,500	1	\$9,500	\$9,500	\$9,500	\$9,500	\$9,500
Oki 9650HDN	\$750	34	\$25,500	\$25,500	\$25,500	\$25,500	\$25,500
Lexmark CS923 (Yearly License & Support)	\$750	60	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000
Oki B432 (Yearly License & Support)	\$750	450	\$337,500	\$337,500	\$337,500	\$337,500	\$337,500
Total			\$477,500	\$477,500	\$477,500	\$477,500	\$477,500

General Terms and Notes:

1. The County is responsible for consumables and parts and any applicable shipping costs related to such consumables and parts for the Sentio ballot and envelope printing on demand system.
2. The County is responsible for purchasing from Runbeck ballot stock and envelopes for use in the Sentio ballot printing on demand system and the envelope print process.
3. Runbeck will provide train the trainer curriculum for the County team. Up to three (3) train the trainer classes are included, per calendar year.
4. Election setup for each Sentio is the responsibility of the County.
5. Field support during an election is provided by the County.
6. Preventative Maintenance on the units is performed by Runbeck, once per year.
7. This printer will support the print width and length of the Dominion ImageCast ballot while simultaneously offering duplex print capability.
8. The Oki 9650 printer has had an end-of-life announcement in 2017; however, it maintains a serviceable runway of 7 years (December 31, 2023)
9. Applicable taxes are not included and, if applicable, are the responsibility of the County.
10. Election setup charges for each Sentio unit are waived.
11. Election setup charges for Novus are \$300 per election.
12. Ballots printed in the Runbeck production facility will use the Maricopa/Runbeck contract pricing for ballot printing.
13. For existing invoicing purposes, of the Novus Ballot Duplication System, the annualized date will be June through May.

Purchasing Sentio Ballot Printing System	Year 1	Year 2	Year 3	Year 4
LEXMARK C4150 Windows Embedded Laptop, Runbeck's Proprietary Software	\$ 7,500			
Optional Transport Case/Cart	\$ 2,500			
Shipping	TBD			
Installation	\$ 1,500			
Onsite Training (1 day)	\$ 1,500			
Annual Hardware & Software Licensing	Included	\$ 750	\$ 750	\$ 750
TOTAL	\$ 13,000	\$ 750	\$ 750	\$ 750

** Quantity 100- 250, 5% discount will apply
 Quantity 250- 400, additional 5% discount will apply
 Quantity 400 +, additional 5% discount will apply

EXHIBIT B SCOPE OF WORK

1.0 INTENT:

The intent of this contract is to perform the following:

- 1.1 The contractor shall, as applicable, provide for the printing, delivery, ballot on demand technology, and/or mailing of official election ballots, sample ballots, and any printing that is the result of litigation, early ballot inserts, early ballot envelopes (outgoing and incoming), and all other notices or items that are specifically related to early and in-person voting.
- 1.2 The Contractor shall provide for tracking of mailed early ballots (outgoing and incoming), mailing requirements preparation, sorting of returned early ballots (outgoing and incoming), and packaging of official election ballots.

2.0 SCOPE OF WORK:

2.1 GENERAL SPECIFICATIONS:

- 2.1.1 Contractor shall print all ballots for Maricopa County, Arizona. Authorized representatives from Maricopa County Office of Procurement Services and the Elections Department (MCED) may inspect Contractor's premises and equipment to verify Contract performance. MCED Director may designate MCED staff to be on site during any printing, mailing, inserting or otherwise.
- 2.1.2 Mailing of Early Ballots and Sample Ballots shall be from the United States Post Office at which MCED has the mailing permit.
- 2.1.3 Contractor shall have sufficient trucks to deliver all Ballots, Sample Ballots and Ballot Shells. All deliveries shall be made F.O.B. DESTINATION to the following locations:
 - 2.1.3.1 Pre-Printed Ballots - (When needed and requested)) All delivered to 315 West Buchanan Street, Phoenix.
 - 2.1.3.2 Sample Ballots - (Primary, General and, Presidential Preference) All delivered to U.S. Post Office with over runs to 315 West Buchanan Street, Phoenix.
 - 2.1.3.3 Ballot Shells - All delivered to 315 West Buchanan Street, Phoenix. (unless directed otherwise by MCED)
- 2.1.4 Errors made by the Contractor in printing and/or mailing, will be absorbed by Contractor, (i.e., all costs reprinting and/or re-mailing). The decision of the County shall be final and conclusive in deciding whether to reprint and/or re-mail in the event any Contractor error is discovered. If an error is found on election material caused by the MCED, a negotiated settlement between County and the Contractor shall take place for any additional amounts owed to the Contractor. The Contractor shall provide comprehensive documentation to allow the County to justify making any additional expenditure above or beyond the scope of the original terms of this Contract. The Contractor shall be compensated in an equitable manner for time, materials, labor and a reasonable profit associated with reprinting and/or re-mailing. Under no circumstances shall the County be held liable for errors made by the printer, or its subcontractors, for ballots printed or services provided which do not match proofs signed-off by MCED.
- 2.1.5 Contractor is to absorb all costs incurred for shipping/mailing or transferring information required to print ballots.

- 2.1.6 Contractor shall submit itemized invoices to the MCED for payment for all elections.
- 2.1.7 All originals, artwork, and images used in the production of the printing called for in this Contract shall remain and/or become the property of the County. The Contractor shall not destroy originals, photographs, artwork, negatives, paste-up, magnetic media, etc., without prior signature approval by an authorized MCED official.
- 2.1.8 Contractor shall have climate-controlled storage facilities sufficient to maintain ballot stock and/or ballot paper stock equal to 3 million ballots.
- 2.1.9 Contractor shall ensure the color designated for Primary Party colors meets approval of the authorized MCED official. The MCED will provide the exact color samples to be used. (Contractor shall obtain signature approval from the authorized MCED official for any Pan-tone Matching System (PMS) color used.)
- 2.1.10 Contractor shall not modify any ballot page without prior signature approval of the authorized MCED official.
- 2.1.11 Contractor shall retain sample ballot mailer overages for a minimum of 5 days after a given election with final destruction upon approval of MCED.
- 2.1.12 Ballot Shell quantities shall be guaranteed to match order quantity made when boxed and delivered.
- 2.1.13 Contractor shall print all Early Voting outgoing and incoming (affidavit) envelopes so to maintain the specifications required for automated inserting of the early voting ballots. The text and any artwork for these envelopes will be provided by MCED and final approval by MCED, of the envelope format, is required.
- 2.1.14 Contractor shall insure print quality on recycled paper does not change. Recycled paper will be used when reasonable to do so for non-ballot items and with the approval of MCED.
- 2.1.15 Contractor shall provide a contingency (Disaster Recovery) plan to MCED, coordinate said plan with the MCED, and provide expeditious emergency services to be exercised in the event of natural disaster, or other emergency, the causes of which are beyond the control of the Contractor and the MCED.
- 2.1.16 Contractor shall handle consolidation elections four (4) times per year and the Presidential Preference election every 4 years. The consolidated elections dates are:
 - 2.1.16.1 Second Tuesday in March;
 - 2.1.16.2 Third Tuesday in May;
 - 2.1.16.3 First Tuesday in August
 - 2.1.16.4 First Tuesday after the first Monday in November.
 - 2.1.16.5 The Presidential Preference election is held in the month of February of the year a Presidential General Election is held.
- 2.1.17 Ballot Print runs.
 - 2.1.17.1 Quantities are based on the best-known estimates available at this time of this solicitation.
 - 2.1.17.2 Test ballots for each of the ballot styles will be required for every election.

- 2.1.17.3 MCED will provide the Contractor an estimate print run sixty (60) days prior to each election
- 2.1.18 Contractor shall be able to translate ballot data from files provided by MCED. The files will be transferred to the Contractor via SFTP or by other secure electronic means as agreed upon by Contractor and MCED, in compliance with the procedures established by the Arizona Secretary of State for the secure transfer of data.
- 2.1.19 To maintain consistency within the early voting process, the Contractor shall print and mail all notices that are related to early voting such as the "90 Day Notice" that is specific to the Active Early Voting List (AEVL).
- 2.1.19.1 There are two versions of the "90 Day Notice". One version is for partisan primary AEVL voters who are not registered within a recognized party. Second version is a common non-partisan version that is used for AEVL voters who are registered within a recognized party and for all Jurisdictional "90 Day Notice" mailings.
- 2.1.19.2 Mailing of this "90 Day Notice" can occur twice a year. These mailings are to be completed at 90 days prior to the beginning of each election cycle (e.g., 90 days prior to a March election and 90 days prior to an August election). This notice is intended to notify AEVL voters of the two most current approaching elections.
- 2.1.19.3 MCED will provide the Contractor a mailing and data list in ASCII text format prior to each mailing. The file will be provided at a date and time agreed upon by the Contractor and MCED so to meet the required mailing deadline. The mailing list file will be provided to the Contractor via SFTP or by other secure electronic means as established by the Secretary of State or by other secure means that complies with the Arizona Secretary of State's specifications for the transfer of voting data.
- 2.1.19.4 The data required to be printed on the "90 Day Notice" is variable data specific to a given AEVL voter. Placement of this variable data onto this notice is preset based on the current form design. Any changes to this format are at the request of MCED only.
- 2.1.19.5 The text and information required for the "90 Day Notice" mailing is governed by state law and therefore the design and format of this mailing will be prescribed for by MCED. Current specifications are:
- Duplex
 - Page size - 8-1/2" X 11"
 - Folded Size – 8-1/2" X 5-1/2"
 - **Tab two per postal regulations (Effective 1-1-16)**
 - Quantity - Approx. 2,000,000 for a countywide election cycle
Prints 4/4
 - Art: Common copy will be provided as Adobe PDF files
 - Inkjet variable data – multiple fields
 - Print on 9pt reply card to meet postal requirements

2.1.20 When required prior to the mailing of any Early Ballots, Sample Ballots or “90-day Notice”, MCED will compare the mailing file against the National Change Of Address (NCOA) system. For mailing address that are rejected, Contractor when requested by MCED, will from a file provided by MCED, print two-sided variable data letters in three versions on 60# canary offset, fold letters and insert with furnished reply envelope into furnished window envelope. Mailing shall be from the United States Post Office at which MCED has a mailing permit. The mailing shall be Cass Certify, First Class Presort per pricing in Exhibit A.

2.2 CERTIFICATION REQUIREMENTS:

2.2.1 The Contractor shall be certified and hold a license from Dominion Voting Systems (“DOM”) as a printer for ballots that are prescribed for use with the DOM system that is currently deployed in MCED, which as of this contract is DOM Version 5.5B. All costs associated with the certification and licensing process shall be the responsibility of the Contractor.

2.2.2 During the certification process, DOM will provide the Contractor with the specifications for Ballot Printing and Ballots that are prescribed for use with the DOM system that is currently deployed in MCED, which as of this contract is DOM Version 5.5B. This current DOM 5.5B suite and system provides for Precinct-Based Tabulator (ICP2) ballots, Ballot Marking Device (ICX) ballots, and Central Count Tabulator ballots (Hi-Pro and Canon). The specifications in the manual provided by DOM are incorporated into this document by this reference.

2.3 BALLOT PRINTING SCHEDULE REQUIREMENTS:

2.3.1 Schedule of events is based on the best available data currently known. The Contractor will be kept informed of variations due to unforeseen factors. Turnaround times, as shown, shall be met without regard to weekends and/or holidays.

2.3.2 MCED will provide the Contractor a schedule of events not less than one hundred twenty (120) days prior to each election.

2.3.3 Deadline dates and printing turn-around times are set by State Statute (A.R.S. Titles 16 and 19). Therefore, Contractor will not be given a set number of days to print and deliver ballots, shells or sample ballots for each and every election. Contractor will be informed by MCED when notice of election is received by the MCED. The Contractor shall, under all circumstances, meet the statutory deadlines irrespective of the turn-around times.

2.3.4 The following timeframes are based on historical experience of the MCED and are intended only to assist the Contractor. These timeframes are estimates only and do not convey any guarantee they will be followed exactly.

2.3.4.1 Time Frame I (Best Case Scenario)

2.3.4.1.1 Primary Election: The MCED will begin passing (via SFTP login or by other secure electronic means as established by the Secretary of State), approximately 80% of the total precinct files to the Contractor approximately 75 days prior to the election. The remaining 20% will be sent to the Contractor approximately 65 days prior to the election.

2.3.4.1.2 General Election: The MCED will begin passing (via SFTP login or by other secure electronic means as established by the Secretary of State), approximately 50% of the total precinct files to the Contractor approximately 75 days prior

to the election. The remaining 50% will be sent to the Contractor approximately 60 days prior to the election.

2.3.4.1.3 Jurisdictional Election/Presidential Preference Election: The MCED will begin passing (via SFTP login or by other secure electronic means as established by the Secretary of State), approximately 80% of the total Consolidated Precinct Code (“CPC”) files to the Contractor approximately 75 days prior to the election. The remaining 20% will be sent to the Contractor approximately 65 days prior to the election.

2.3.4.2 Time Frame II (Worst Case Scenario)

2.3.4.2.1 Primary Election: The MCED will begin passing (via SFTP login or by other secure electronic means as established by the Secretary of State), approximately 50% of the total precinct files to the Contractor approximately 75 days prior to the election. The remaining 50% will be sent to the Contractor approximately 60 days prior to the election.

2.3.4.2.2 General Election: The MCED will begin passing (via SFTP login or by other secure electronic means as established by the Secretary of State), 100% of the total files for the back of the ballots) to the Contractor approximately 65 days prior to the election. The remaining files for front of the ballot(s) will be sent to the Contractor approximately 50 days prior to the election.

2.3.4.2.3 Jurisdictional Election/Presidential Preference Election: The MCED will begin passing (via SFTP login or by other secure electronic means as established by the Secretary of State), approximately 50% of the total Consolidated Precinct Code (“CPC”) files to the Contractor approximately 75 days prior to the election. The remaining 50% will be sent to the Contractor approximately 60 days prior to the election.

2.4 PRIMARY ELECTION BALLOTS:

Arizona’s Primary election is held on the **first** Tuesday in August in the even numbered years.

2.4.1 The Primary election may be double-sided and reach the maximum length of 22”. There may be at least three unique ballot styles for every political party in every voting precinct. One (1) containing the office of “Precinct Committeeman” (PC) when more candidates for that office file than there are seats to elect, which means that election for PC cannot be cancelled, one (1) that does not contain that office and one (1) for FED ONLY (Fed Office) voters of that political party.

2.4.2 The Primary election ballot produced for mail-out packets shall have a color stripe indicator in the header of the ballot to denote the different political parties entitled to candidates for the Primary and General elections. The County shall designate the colors to represent the political parties as they obtain ballot status. The colors that have been assigned to the three political parties that currently have ballot status in Maricopa County are Blue – Democratic Party, Salmon (Red) – Republican Party and Yellow - Libertarian Party. Other political parties may qualify requiring additional colors to be determined by the Arizona Secretary of State.

- 2.4.3 Primary elections that have jurisdictional candidates and issues on them may require an additional color stripe or color indicator to indicate ballots within the precinct that contain the jurisdictional candidates or issues.
- 2.4.4 There will also be "white striped" ballots for those precinct's ballots that only contain a jurisdictional candidate or issue. This ballot is referred to as the Non-Partisan ballot or "City/Town Only" ballot that will contain only the jurisdictional candidates or issues.
- 2.4.5 The placement of the color stripe(s) or indicator on the ballots will be agreed upon by the Contractor and a designee of the MCED Director.

2.5 GENERAL ELECTION BALLOTS:

The General election is the first Tuesday after the first Monday in November of the even numbered years.

- 2.5.1 The General election ballot shall be white ballot stock, (8.5"), up to 22" in length and double-sided. There will be at least two (2) unique styles for every voting precinct. One for regular voters and one for FED ONLY (Fed Office) voters. There may be additional styles for those precincts that contain jurisdictional candidates and issues also known as splits. Those precincts, split by jurisdictional boundaries, will require a color stripe or indicator denoting the jurisdictional split. There may be more than one (1) jurisdictional split in a voting precinct. This will require a unique color stripe or indicator for each split in the voting precinct.
- 2.5.2 County will designate the color for the color stripes or indicators to be used in the General elections. The placement on the ballot will be agreed upon by the Contractor and MCED or their designee.
- 2.5.3 The number of candidates and issues on the General Election ballot may require that the ballot be printed on two pages to accommodate content. If the second page is required, the quantities would be the same as the quantities for the General Election Ballot.

2.6 JURISDICTIONAL BALLOTS/PRESIDENTIAL PREFERENCE BALLOTS:

Jurisdictional elections occur on the four (4) consolidated election dates. The quantity of jurisdictions that hold elections on these dates vary from election to election. The average per consolidated date varies with upwards of 1.5 million for off-year November School Bond/Override type elections and as little as 100,000 voters for all the other consolidated jurisdictional election dates. There can be as high as 50 vote centers or as little as 1 based on the election called by the jurisdiction themselves. The precincts used in jurisdictional elections are combined and are assigned a unique number called a Consolidated Precinct Code ("CPC").

- 2.6.1 The ballot for jurisdictional elections will be white ballot stock, (8.5") and vary in length from 16" to 22" in length
- 2.6.2 The jurisdictional ballots may require a color stripe or indicator to denote a split between jurisdictions. County will assign the color stripe or indicator when required. The placement of the color stripe or indicator on the ballot stock will be agreed upon by the Contractor and MCED.

2.6.3 Presidential Preference Ballots

2.6.3.1 The Presidential Preference Election is held in the month of February in the year of a Presidential General Election. The precinct in a Presidential Preference election is combined and are assigned a unique number called a Consolidated Precinct Code ("CPC").

2.7 SPECIALTY BALLOTS:

2.7.1 During the year, the County conducts elections for various private organizations, high schools and political parties. The ballots used will be consistent in width (8.5") but could vary from 16' to 22' in length. The groups that use these ballots are invoiced directly for the cost of production of the ballot.

2.7.2 The high schools and some of the political parties may also use the County generic ballot. These generic ballots are white ballot stock, standard width (8.5") and are set to be 14" length ballots. County can require and request approximately 35,000 of the generic ballots each year.

2.8 BALLOT SHELLS:

The use of Vote Centers for Early Voting and Election Day is the current model in place for elections. Vote Centers utilize a ballot on demand type of system that then requires blank ballot shells. The volume of in-person voting reached upwards of nearly 500,000 for the 2020 election cycle.

2.8.1 Ballot shells are used to produce the Early and Election Day Ballots at the Vote Centers to print the on-demand ballots. The ballot shells shall be the exact same dimensions as the other pre-printed ballots produced for the election in which they are to be used.

2.8.2 Quantities required for each election will be provided to the Contractor at least 90 calendar days prior to the election.

2.9 TEST BALLOTS:

2.9.1 The Ballot Order submitted by MCED will specify the quantity of Test Ballots required. The Test Ballots will be identified with the words "TEST BALLOT" printed in red ink in the header of each ballot. The Test ballots shall be boxed for delivery and the ballot style identified on the outside of the box. More than one ballot style may be included in a box with a separator between each style. The same ballot style may not be split between boxes.

2.9.2 The Test ballots will not be mixed with the other types of ballots when delivered to MCED, 315 West Buchanan Street Phoenix, Arizona. The Test Ballots shall be delivered no later than the 45th day prior to an election or on a date prescribed by MCED.

2.10 PACKAGING:

The Ballot Shells shall be boxed in quantities of 2100 per package and/or 1,200 per box. Each box will be labeled to identify its contents, shell size and quantity. The Ballot Shells and Test Ballots will be delivered to MCED Warehouse, 315 West Buchanan Street Phoenix, Arizona.

2.11 EARLY BALLOTS – PRINTING, FOLDING AND PACKAGING:

2.11.1 The quantity identified to use as early ballots will have the following words printed, stamped or ink-jetted in red at the top header of the ballot:

EARLY VOTING / VOTACIÓN TEMPRANA
USE BLACK OR BLUE PEN ONLY / SOLO UTILICE PLUMA NEGRA O AZUL

MCED holds the right to modify this header text and if a change is required, MCED will provide modified text ahead of the date set for ballot file transfer.

2.11.2 The Early ballots will be folded to fit the return affidavit envelope.

2.11.3 When ballots are folded and creased, a ridge, which is visible when the ballot is unfolded, is formed by the fold. This ridge increases the caliper along the fold.

2.11.4 No fold shall interfere with any voting position.

2.11.5 The fold shall be positioned so as not to touch any voting position on either side of the ballot. The fold distance depends on the length of the ballot and the number of folds required to fit into the return affidavit envelope.

2.12 EARLY BALLOT INSERTS:

2.12.1 Every Early ballot that is mailed will have a “Voter Instructions” insert. There will also be additional inserts that may need to be included with the ballots. The General election early ballots will definitely require an additional insert with the full text of the propositions and measures on the ballot. In some jurisdictional elections an additional insert maybe required.

2.12.2 Voter Instruction Insert:

- Duplex
- Multi-page 8-1/2” X 11”
- Folded Size – to fit early ballot mail-out envelope
- Quantity-Approx.3500,000 to 4,500,000 for a Primary and General Election cycle etc.
- Prints 4/4
- Stock – 60# white offset
- “I Voted Early” stickers may be affixed to the insert. If so, the sticker must not touch the Early Ballot. RES will produce and provide the “I Voted Stickers”.

2.12.3 Full Text Insert:

Pamphlet Format (Countywide Elections-set for General Elections only)

- Final fold dimensions: **8 1/4 x 5**
- Page count may vary (past countywide election pamphlet page count of 48 pages)
- Folded/Printed Size—to fit early ballot mail-out envelope
- Quantity—Approximately **2,200,000** or more for a General Election to match total number of eligible AEVL voters on file for this Election.
- Prints 1/1 black
- Contractor will design and layout 8”1/4 X 5” pamphlet using text provided by MCED
- Paper Stock—30# newsprint, or comparable
- **Tab 1**

11" X 17" Sheet Format (Jurisdictional Elections)

- Final fold size—to fit early ballot mail-out envelope
- Quantity—varies with approximate quantity of 5,000 to 100,000
- Prints 1/1 black
- Duplex 11" X 17" full text insert - MCED will provide art as Adobe PDF files
- Paper Stock – 60# to 90# White

2.13 SAMPLE BALLOTS – PRINTING AND MAILING:

2.13.1 For countywide Primary and General Elections, a Sample Ballot will be mailed to each household with eligible registered voters that are not on the Active Early Voting List (AEVL). The Primary election requires a Sample Ballot for each party and a special Sample Ballot for those registered to vote as Independent, as “No Party Preference” or in a Political Party not entitled to ballot status.

2.13.2 The Special Primary Election Sample Ballot will contain a sample of all of the Political Party ballots for those political parties that are eligible for ballot status in the Primary election. This may be as few as two (2) or as many as there are parties that qualify for the ballot (past election highest eligible party count is six (6)). These Special Primary Sample Ballots shall be precinct specific. The Special Primary sample ballots may be reduced, and all parties may be contained on one or more pages. The Special Primary Sample Ballots do not have to be color specific for each of the political parties.

2.13.3 During the term of this Contract, the format for the Sample Ballot may be redesigned, as Federal and State legislation requiring additional information and languages is continually changing. The new format may require a booklet. MCED will work with the Contractor to design the Sample Ballot when, or if required.

2.13.4 Contractor shall deliver Sample Ballot mailers to Postal Facilities after quality review by MCED staff. (Proof provided prior to printing for proofing and sign-off by authorized MCED staff).

2.13.5 Contractor will determine with the County the most cost-efficient postal rate for each project.

2.13.6 Contractor shall deliver the original PS Form #3602 and Post Office receipt to MCED within 24 hours of each mailing.

2.13.7 Tabbing Tabs will be applied to self-mailers when required to qualify for postal discounts.

2.13.7.1 Primary Election Sample Ballot Specifications

- Duplex
- Flat Size: 10 1/2" x 28"
- Folded Size: 10 1/2" x 6 1/8"
- **Option to print on RES equipment**
Flat Size: 11x17
Folded Size: 5-1/2 x 8-1/2
- Quantity: Approximately **275,000 Stock: 70# Offset**
- Print party color stripe on white paper: Blue stripe for Democrats, Salmon stripe for Republicans, Yellow stripe for Libertarian and other colors as needed if other political parties qualify for ballot status.
- Prints: 1/1 black Precinct and party unique – 1200 precincts
- Art: Provided as a combination of electronic files: variable data provided in vendor ballot layout system, common copy provided as MS Word or Adobe PDF files.

- Variable print household address and closest Vote Center address.
- Mail at non-profit bulk rate.
- Tab two per postal regulation

2.13.7.2 Special Primary (for non-affiliated voters) Sample Ballot Specifications

- Duplex
- 17-3/4" x 20-1/2", folded to 6 x 10-1/4 (self-mailer so no envelope)
Quantity: Approximately 600,000
- Prints: 3/1
- Stock: 70# White Offset
- Art: Provided as a combination of electronic files: variable data provided in vendor ballot layout system, common copy provided as MS Word or Adobe PDF files.
- Precinct unique: Currently 748 precincts.
- Variable print household address and closest Vote Center address.
- Mail at non-profit bulk.
- Tab two per postal regulation

2.13.7.3 General Election Sample Ballot Specifications

- Duplex
- Flat Size: 20" x 28"
- Folded Size: 10 1/4" x 5 3/4"
- **Option to print on RES equipment**
Flat Size: 25 x 20
Folded Size: 6-1/4 x 10
- Quantity: Approximately Print Quantity - **500,000 (Effective 1-1-16)** Approximate Mail Quantity - **460,000**
- Prints: 1/1 black
- Stock: **70#** white offset
- Art: Provided as a combination of electronic files: variable data provided in vendor ballot layout system, common copy provided as MS Word or Adobe PDF files.
- Variable print household address and closest Vote Center address.
- Mail at non-profit bulk rate.
- Tab two per postal regulation

2.13.7.4 Jurisdictional Sample Ballot Specifications (No longer used with All Mail Elections)

2.13.7.5 Presidential Preference (Previously referred to as Legal Size on spreadsheet)

- Duplex
- Flat size: 8 1/2" x 14"
- Folded size: 3 1/2" x 8 1/2"
- **70#** white offset
- Print 4/4, Black + Party color bar
- One Version per party
- Inkjet address in black and polling place address in red.
- Mail at non-profit bulk.
- Tab two per postal regulation

2.14 EARLY BALLOT INSERTING, TRACKING, MAILING (OUTBOUND):

In order to meet the ever-increasing demand for mailing of early ballots, MCED requires an automated process to accurately insert and track the early ballots through the U.S. Postal system. MCED will only be charged for early ballots actually created and equal to the number of packets inserted.

2.14.1 The outbound processing will be performed in a secure and access restricted facility provided by the Contractor. The facility shall be able to house up to four (4) MCED employees. MCED will provide a security guard starting when the early ballots are delivered and may last up to a week after Election Day. During this period, a security guard will, at minimum, be present for normal business hours and depending on the election type, may also be present for 24/7 shifts. Measures need to be in place to accommodate this security guard and shift requirement. The facility may be inspected, and tours given by MCED employees during this time-period.

2.14.2 Each of the early ballots will have the ballot style number bar-coded in the header. The automated insert process and machine will be required to read the barcode and match it with the ballot style number for the early ballot applicant to insure, that the applicant is receiving the correct ballot.

2.14.3 The early ballot, early ballot enclosure(s) and the return affidavit envelope will be inserted into the mailing envelope. If the packet is intended to be mailed through the U.S. Postal Service, the mailing envelope will then be addressed, and a U.S. Postal Service track-able code will be affixed to the envelope when quantities allow for such (minimum quantity required to mail with track-able coding). The code must allow the mailed early ballots to be tracked through the U.S. Postal System. An image of the completed packet will be captured for archive and tracking purposes.

2.14.3.1 The U.S. Postal Service track-able code must be track-able by MCED through a web service or other agreed upon method that allows for MCED to access the status of an outgoing mail piece.

2.14.3.2 Tracking data must be available through an entire election cycle (e.g., March through May, August through November) and accessible for up to 30 days past the end of the last election date within a given election cycle.

2.14.4 The early ballot packets will vary in type. The packet types will be coded in the data file and each packet type may require different handling, different inserts or a different type of mailing. Some packets will mail through the U.S. Postal System, some will be picked up by MCED for hand delivery and some will be picked up for International mailing. Specific handling and packet type codes will be provided by MCED to the Contractor and types are subject to change. Out-sorting of the various packet types will be required.

2.14.5 Delivery to the U.S. Postal Service may be under the supervision of the MCED employees assigned to work at the Contractor's facility.

2.14.6 UOCAVA Voter (Uniformed and Overseas Citizens Absentee Voting Act) early ballots shall begin mailing no later than forty-five (45) days prior to the election.

2.14.6.1 MCED will begin providing the Contractor, at least fifty-six (56) days prior to the election, with a file of registered UOCAVA voters who have requested that an early ballot be mailed or electronically delivered to them. Additional files will be provided through the Monday prior to Election Day. Files provided after the forty-fifth (45th) day prior to the

election shall, depending on the delivery method requested by the voter, be processed and available for MCED pickup or mailed no later than forty-eight (48) hours after receipt.

2.14.6.2 The Overseas UOCAVA packet types are picked up by MCED for International mailing.

2.14.7 Domestic Voter early ballots shall begin mailing between 25 and 27 days prior to the election.

2.14.7.1 MCED will begin providing the Contractor with a file of registered voters who have requested that an early ballot be mailed to them at least 45 days prior to the election. Additional files will be provided daily through the eleventh (11th) day prior to the election. Files provided after the twenty-sixth (26th) day prior to the election shall be processed, and in the mail no later than forty-eight (48) hours after receipt.

2.14.7.2 For those ballots mailing through the U.S. Postal Service, delivery to the U.S. Postal Service or the arrangement of on-site postal review and acceptance of mail pieces is the responsibility of the Contractor.

2.14.8 In order to fit the current ballot dimensions and to maintain the ability to automate the inserting process, envelopes must meet the following specifications:

Carrier (Mail-out) Envelope: 6 1/16" X 11 1/8" – 2/0, Black + 485 red. Open Window on back of envelope at 1 1/4" X 5". Cello Window on front of envelope at 1 3/4" X 2 5/16".24# canary wove

Affidavit (Return) Envelope: 5-7/8 x 9-1/2" 2/2 black + 485 red 24# green wove

2.15 EARLY BALLOT PROCESSING (INBOUND):

2.15.1 The inbound processing will be performed in a secure and access restricted facility provided by the Contractor. The facility shall be able to house up to four (4) MCED employees. MCED will provide a security guard starting when the early ballots are delivered and may last up to a week after Election Day. During this period, a security guard will, at minimum, be present for normal business hours and depending on the election type, may also be present for 24/7 shifts. Measures need to be in place to accommodate this security guard and shift requirement. The facility may be inspected, and tours given by MCED employees during this time-period.

2.15.2 MCED will pick up the returned early ballot affidavit envelopes from the U.S. Post Office and deliver them to the Contractor's secure facility utilizing chain of custody logs that the Contractor will participate in completing.

2.15.3 The Contractor will scan the returned early ballots to capture the signatures and have the system look for out-of-spec packets that are overweight or underweight. The early ballot affidavit envelopes that are found to be out-of-spec will be systematically out stacked and returned to MCED daily along with a data file that identifies these specific packets. For all other scanned packets that are valid, an electronic file of scanned signatures will be sent daily to MCED using the procedure established by the Arizona Secretary of State for the transmission of election data.

2.15.4 MCED, using the electronic file of scanned signatures, will compare the signatures to the voter's registration affidavits and flag each record as accepted or not accepted using various disposition codes as established by MCED. The file will then be returned to the Contractor. The Contractor will sort the affidavit envelopes

based on the various disposition codes and remove those “not accepted” to be picked up by MCED for further processing. The “accepted” returned affidavit envelopes will be sorted into lots of not more than 200 per batch. Each lot of 200 will be packaged with a control audit sheet. The packaged “accepted” affidavit envelopes will be transported by MCED to MCED, 510 South 3rd Avenue, Phoenix for processing.

2.15.4.1 The control audit sheet format is to be designed in concert with MCED to ensure that all needed data is present. All packaged trays and control slips must have a unique and auditable identifier assigned or associated with them.

2.15.5 Early ballots may be turned in at the polls on Election Day. These early ballots will be delivered to the Contractor hourly after the Vote Centers close for larger elections and for smaller jurisdictional elections, may be delivered the day after the election. Arrangements will be made ahead of the election utilizing the RES Elections Planning form. These early ballots will follow the above 2.15.3 and 2.15.4 scanning and sorting scheme.

2.15.6 Those early ballots that are received via the mail up to 10 days after Election Day may be required to be scanned by the Contractor and sent to MCED in an electronic file. MCED will then disposition these packets as “Late” using a designated code. These “Late” packets do not require sorting or signature verification processing but do require packaging for pickup by MCED

2.15.7 Traditionally, 85% of the early ballots mailed-out are voted and returned. In non-countywide elections, there are between 30% and 60% returned. The Primary election has approximately 30% to 75% returns. The General election has 80% to 95% returns.

2.16 EARLY BALLOT PROCESSING (AUTOMATION REQUIREMENTS):

2.16.1 MCED uses computer automation to send/receive Early Voting files with its designated contractor. This includes the following file types:

2.16.1.1 Mail Requests Data File – This file will contain all Early Ballot requests that need to be processed and mailed by the Early Voting Contractor. This file includes a variety of different ballot codes that will require distinct processing by the vendor.

2.16.1.2 Counter Requests Data File – This file will contain all Early Ballot requests that need to be processed by the Early Voting Contractor. These are requests for on-site voted and sealed early ballots. The requests will be followed by the physical packet.

2.16.1.3 Early Voting Mailed File - This file will contain all ballots that were mailed by the Early Voting Contractor. This will include the packet ID, date mailed and the U.S. Postal Service track-able code.

2.16.1.4 Early Voting Returns Data File – This file will include all packets that were returned and scanned by the Early Voting Contractor. These files are signature verified by MCED.

2.16.1.5 Early Voting Returns Signature File – This file will include all clipped signature images that match the records contained in the Early Voting Returns Data File. These images will be in a .TIF format.

- 2.16.1.6 Early Voting Out-of-Spec Data File – This file will include all packets that were marked spoiled by the Voter or were not within the specified requirements as issued by MCED.
- 2.16.1.7 Early Voting Processed Returns Data File – This file will include the exact records sent to MCED in the Early Voting Returns Data File, and a variety of signature verification dispositions that the Early Voting Contractor will use for processing the returned ballots.
- 2.16.1.8 Early Voting Ballot Storage Batch File - This file will include the information about the batch the early voting envelope will be stored in.
- 2.16.1.9 Early Voting Full Affidavit Image File – This file will include all full early voting affidavit envelope images that must be captured for a given election. These images will be in a .TIF format.
- 2.16.2 All files inbound/outbound will be in a zipped format and will be accessed via SFTP or by other secure electronic means as established by the Secretary of State.
- 2.16.3 All files transferred at a given time will require real-time email conformation to a selected distribution list. This notification provides for both MCED and its Early Ballot Contractor the information on the exact date/time, number of files, and types of files that are being transferred and ready for processing.
- 2.16.4 All clipped and full envelope images will be sent daily during the inbound and outbound scan process, via SFTP, to MCED for the purpose of downloading and storing the data. Retention of these images will be maintained by the Contractor until MCED has verified receipt and validity of the images provided via the secure method.
- 2.16.5 Storage folder names and file name convention for all of the above files will be provided by MCED in concert and collaboration with RES.

Exhibit C Disaster Recovery Plan

- 1.0 Runbeck Election Services (RES) has developed a Disaster Recovery Plan (DRP) for Maricopa County that anticipates multiple possible events from facility disasters to loss of data events. Each will be addressed in detail within this document.

Our Disaster Recovery Plan encompasses the following major categories:

- Data including Maricopa County early voting request data, in process data, ballot files and all other electronic information necessary for the production of multiple versions of ballots and the processing of outgoing and incoming mail packets.
- Business continuity including the ability to resume ballot production and mail processing at an alternative location.
- Materials recovery to include having access to specialized paper and mailing supplies required by Maricopa County
- Human Resources to include deployment of key individuals to any back up facilities

2.0 DATA

RES's DRP for data is multi-tiered and is designed to minimize data loss, allow for rapid recovery of production processes and to know the disposition of each piece within the production cycle; to guard against duplication or non-fulfillment of any portion of the project.

3.0 SERVERS

RES will have two back up servers for all data and file recovery needs. Because of the unique relationship between RES and Maricopa County, we will back up all applicable information directly to a server designated by Maricopa County within their facility. This will allow for direct access to the information by the county and on RES' behalf as necessary based on circumstances. The second backup server will be at a secure offsite location RES utilizes for the backup of mission critical data and files. The connection to this external server is through a dedicated circuit and adheres to the security requirements of the county.

4.0 SCHEDULE

All data will be backed up every night at a time when it is least likely to interrupt production processes, typically between the hours of midnight and 4AM. Because of production schedules, it is sometimes necessary for RES to work 24 hours per day. In those periods, backups will be done in a staged fashion, coordinating different back up processes with production activities happening in the facility. If necessary, production will be stopped to allow the backup process to occur.

5.0 DATA TYPES FOR BACKUP

Following is the data that RES expects to back up as part of this DRP for Maricopa County:

- Actual prepped and approved ballot files-These are files approved for printing and already backed up. These files will be backed up only when there are changes to the previously backed up files.
- Early Voting request files-This is the data file RES receives from Maricopa County for the printing, assembly and processing of ballots for voters that are either on the AEVL or make a request for a one-time Early Voting Ballot to be mailed.
- Processed outgoing files-These are files that have been processed through the print, insertion and sorting equipment. The purpose of backing up this data is to enable RES to accurately determine the status of any project for management at either a backup location or our own location when we resume production.

- Processed return mail files-These are files that represent those EV ballots that have been returned by the voter and are in various stages of processing.
- Image Files-All outbound and inbound image files that are captured by the sorting system in binary format.
- Internal production documentation-This is information that details the requirements of a project. These files are backed up as part of RES' internal corporate back up and will be backed up to the Runbeck recovery server only.

6.0 **BUSINESS CONTINUITY**

The DRP allows for RES to resume production and mailing as soon as practical after a disaster event utilizing a number of local and non-local alternatives. The goal of the Business Continuity plan is to minimize disruption of all mission critical production processes.

7.0 **LOCATIONS AND FACILITIES**

- 7.1. RES will ensure the continued production of Maricopa County's projects using a combination of long- standing partnerships and our own facilities located outside of Maricopa County when necessary. Each facility has many years of ballot printing and mailing experience. In addition, the combinations of backup partners encompass all types of production equipment and processes needed to produce the products required by the county, adhering to strict parameters for quality and schedules required.
- 7.2. In the event RES needs to transition production and mailing of Maricopa County's projects to an offsite location, we will look to our local partners first followed by eastern options. If necessary, we will split work across locations to facilitate completion in the most efficient manner possible.
- 7.3. It is anticipated that when coupled with other elements of this DRP, RES will be able to resume production within 6-72 hours depending on the nature of the disruption.

8.0 **MATERIALS**

Materials required to produce Maricopa County's ballots, EV packets and related materials are unique and not readily available in the marketplace. In order to ensure we have the proper materials available to resume production as quickly as possible, we will warehouse a portion of all critical items off site. Following is a list of critical materials that are needed for resumption of work and our plan for off-site storage:

- **Ballot Paper**-RES manufactures paper to meet Maricopa's unique specifications. RES maintains inventory based on 150% of estimated future short-term needs. In order to ensure we have access to paper we split the storage of the paper between our facility in Tempe and the paper merchant's facility in West Phoenix. In addition, RES has access to paper that is not the preferred choice of Maricopa County but is approved by the tabulation company.
- **Envelopes**-The outgoing and affidavit reply envelopes used by Maricopa County are customized in both their construction and the image printed on them. Typically, the county orders large amounts of envelopes to cover multiple elections. In order to ensure we have access to the envelopes if needed, we will split the storage of these similar to how we propose to handle paper. With agreement from Maricopa County, envelopes can also be stored at the Maricopa County warehouse. This would allow for 24-hour access to materials.
- **Ancillary printed products**-These are the pieces we print for Maricopa County that are used for a variety of purposes, mostly for insertion into Early Voting packets. These items are typically produced on paper that is readily available or can be substituted as necessary. However, Maricopa County orders large quantities of instruction inserts for multiple elections. They also order approximately 1,000,000 Full Text inserts for a general election to be used

over a period of several weeks. With agreement from Maricopa County, a portion of these two items can be stored at the Maricopa County Elections warehouse.

9.0 **HUMAN RESOURCES**

The last element of our DRP is ensuring that our DRP partners have access to the knowledge RES possesses relative to Maricopa County's requirements and the election business in general. Should we need to execute on our DRP RES will assign our key employees to those facilities where recovery activities occur to provide management and leadership as needed. In addition, we will use our production and project management staff in the same fashion, augmenting staff at our outside partners and allowing our project management personnel to continue performing their function within a different facility.

10.0 **FINAL COMMENTS**

Disaster recovery is a necessary and critical component of all business continuity planning. Continuing to meet deadlines and conduct elections as planned – in spite of natural or man-made disasters – is the purpose and objective. This plan ensures we will meet your needs even when unexpected events occur.



www.Runbeck.net ■ 877-230-8737
2800 S. 36th Street, Phoenix, AZ 85034

Addendum No. 1

To: Maricopa County
Attention: Kevin Tyne, Chief Procurement Officer
Contract Title: Serial 220121-IGA Printing and
Distribution of Election Ballots
Contractor: Runbeck Election Services, Inc.
2800 S. 36th Street
Phoenix, AZ 85034

In accordance with the above referenced contract, this Addendum No. 1, when properly executed, amends the original contract to insert the following language in Exhibit A, Section 1, after subsection 1.13:

1.14 11" – 19" Ballot Roland VoteSecure Paper, 100# = \$0.02 per ballot card

Addendum shall become effective on the date of the parties' signature below. Except as otherwise modified herein, all terms and conditions of the original contract, including Addendum No. 1, remain in force and effect.

IN WITNESS WHEREOF, the parties have executed this Addendum No. 1 to the Agreement.

Runbeck Election Services, Inc.

Maricopa County, AZ

By: 



Title: Vice President of Sales

Director, Maricopa County, OPS

Date: 5/5/2022

May 4, 2022

RUNBECK ELECTION SERVICES, INC., 2800 S. 36TH ST., PHOENIX, AZ 85034

PRICING SHEET: NIGP CODE 70069

Terms:	NET 30
Vendor Number:	VC0000001910
Certificates of Insurance	Required
Contract Period:	To cover the period ending October 31, 2023.