

REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS OF SAN BERNARDINO COUNTY AND RECORD OF ACTION

December 7, 2021

FROM

BOB PAGE, Registrar of Voters

SUBJECT

Agreement with K&H Printers, Inc. for Official Ballot Printing and Mailing Services

RECOMMENDATION(S)

Approve **Agreement No. 21-977** with K&H Printers, Inc. for printing and mailing services of official ballots, in an amount not to exceed \$22,000,000 for the period of January 1, 2022 through December 31, 2026.

(Presenter: Bob Page, Registrar of Voters, 387-2100)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES

Operate in a Fiscally-Responsible and Business-Like Manner.

FINANCIAL IMPACT

Approval of this item does not require the use of any additional Discretionary General Funding (Net County Cost). A portion of the expenses associated with the printing and mailing of ballots are billed to jurisdictions that call for an election. Adequate appropriation and revenue have been included in Registrar of Voters' (ROV) 2021-22 budget and will be included in future recommended budgets.

BACKGROUND INFORMATION

The recommended agreement will allow ROV to continue to provide official ballots to registered voters by mail and at voting locations during elections over the next five years. Contracting with K&H Printers, Inc. (K&H) aligns with the County and Chief Executive Officer's goals and objectives to operate in a fiscally-responsible and business-like manner by allowing ROV to continue providing this service to the registered voters throughout San Bernardino County.

Since 2003, K&H has provided ROV with official ballot services, which comprises of the printing of all official election ballots including but not limited to ballots for polling places and early vote sites, as well as training and test ballots. K&H is also responsible for the printing and mailing of the vote-by-mail ballots, voter instructions and other necessary inserts.

State law requires ROV to mail a ballot to all active registered voters for all elections. This requirement started as urgency legislation in 2020 to ensure voters could cast ballots safely during the COVID-19 pandemic, and it was extended for all elections in 2021. On September 27, 2021, Governor Newsom signed Assembly Bill No. 37, which extended the requirement for all elections after January 1, 2022. There are more than one million registered voters in the County, of which 77% are permanent mail ballot voters.

**Agreement with K&H Printers, Inc. for Official Ballot Printing and Mailing Services
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Approval of the recommendation will allow ROV to provide the mandated services to ensure all voters are able to cast a ballot.

PROCUREMENT

On June 17, 2021, a Request for Proposals (ROV121-ROV-4271) was released to solicit proposals for Official Ballot Printing and Mailing Services for a five-year contract period. ROV received proposals from two vendors:

Vendor	Location
K&H Print Solutions	Everett, WA
Integrated Voting Systems	Dinuba, CA

An evaluation team comprised of ROV and the County Library reviewed the proposals for cost, qualifications, experience, and technical review of the ability to provide this service. It was determined that K&H would be awarded the contract in the best interest of the County. The County notified the other proposer of the intent to award the contract to K&H and of the protest period. No protest was received within the 10 calendar day waiting period.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Jolena Grider, Deputy County Counsel, 387-5455) on November 5, 2021; Purchasing Department (Bruce Cole, Supervising Buyer, 387-2148) on November 5, 2021; Finance (Sofia Almeida, Administrative Analyst, 387-4378) on November 15, 2021; and County Finance and Administration (Valerie Clay, Deputy Executive Officer, 387-5423) on November 16, 2021.

**Agreement with K&H Printers, Inc. for Official Ballot Printing and
Mailing Services
December 7, 2021**

Record of Action of the Board of Supervisors
San Bernardino County

APPROVED (CONSENT CALENDAR)

Moved: Joe Baca, Jr. Seconded: Dawn Rowe
Ayes: Col. Paul Cook (Ret.), Janice Rutherford, Dawn Rowe, Curt Hagman, Joe Baca, Jr.

Lynna Monell, CLERK OF THE BOARD

BY



DATED: December 7, 2021



cc: ROV- Page w/agree
Contractor- C/O ROV w/agree
File- w/agree
LA 12/17/2021



Contract Number

2977

SAP Number

Registrar of Voters

Department Contract Representative	Bob Page
Telephone Number	909-387-2100
Contractor	K&H Printers, Inc.
Contractor Representative	Dave Haines
Telephone Number	425-446-3347
Contract Term	January 1, 2022 through December 31, 2026
Original Contract Amount	\$22,000,000
Amendment Amount	
Total Contract Amount	
Cost Center	68000010000

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County (County) desires to obtain official ballot printing and mailing services; and

WHEREAS, the County conducted a competitive process to find K&H Printers, Inc. (Contractor) to provide these services, and

WHEREAS, the County finds Contractor qualified to provide official ballot printing and mailing services; and

WHEREAS, the County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

NOW, THEREFORE, the County and Contractor mutually agree to the following terms and conditions:

A. DEFINITIONS

- A.1. Board: The San Bernardino County Board of Supervisors.
- A.2. Contract: The Contract between the County and the Contractor resulting from the award issued pursuant to the Request for Proposal (RFP).
- A.3. Contractor: K&H Printers, Inc.

- A.4. E-Date: E minus (E-) date is a term used to identify an actual calendar date as it relates to Election Day. For example, E-10 represents the calendar date, which is 10 days before Election Day (E-0).
- A.5. Election: A single election event administered by the County including any absentee and early voting activity associated with the election event. Election shall not mean any follow-on events occurring after the initial election event, including without limitations, run-offs or recall replacements elections. Any follow on event shall be considered an Election in and of itself.
- A.6. Request for Proposal (RFP): The request for an offer from Proposers interested in providing the identified services sought to be procured by the County. The RFP specifies the evaluation factors to be used and contains or incorporates by reference contractual terms and conditions applicable to the procurement.
- A.7. Services: The requested services described in this contract.
- A.8. Subcontractor: An individual, company, firm, corporation, partnership or other organization, not in the employment of or owned by Contractor who is performing services on behalf of Contractor under the Contract or under a separate contract with or on behalf of Contractor.

B. CONTRACTOR RESPONSIBILITIES

- B.1. Provide Services describe in Attachment A, Scope of Work, which is hereby incorporated into this Contract.
- B.2. Provide invoices to County pursuant to the price schedule in Attachment B, which is hereby incorporated into this Contract, and the payment terms described in Section F herein.
- B.3. Assign a Contractor project manager ("Contractor Project Manager") to oversee the general operations of the Project. The Contractor Project Manager will be the primary contact for all Project needs. The Contractor Project Manager will be responsible for the Project, including all deliverables and services including resource planning and coordination, product delivery, issue resolution and for all administrative matters such as invoices and payments.
- B.4. Contractor must be certified by the State of California to print Dominion ImageCast Ballots.
- B.5. Per California Elections Code sections 13004 and 13004.5 requires the County to use a Ballot printer that the Secretary of State (SOS) has inspected and approved for use in California. Contractor shall maintain such certification.

C. GENERAL CONTRACT REQUIREMENTS

- C.1 **Recitals**
The recitals set forth above are true and correct and incorporated herein by this reference.
- C.2 **Contract Amendments**
Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.
- C.3 **Contract Assignability**
Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.
- C.4 **Contract Exclusivity**
This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that

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the Contractor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

C.5 Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

C.6 Background Checks for Contractor Personnel

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County, and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, Contractor shall provide the results of the background check of each individual to the County. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

C.7 Change of Address

Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

C.8 Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

C.9 Compliance with County Policy

In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

C.10 Confidentiality

Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as

may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

C.11 Primary Point of Contact

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within one (1) business day. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

C.12 County Internship Initiative

Contractor agrees to be contacted by the County to solicit its participation in an internship initiative known as GenerationGo! Career Pathways, involving the potential placement and hiring of interns by Contractor's business. Contractor is encouraged, and agrees to make good faith efforts, to utilize the County's program to aid the **County's Vision for a skilled workforce and jobs that create countywide prosperity**, and its **goal to Create, Maintain and Grow Jobs and Economic Value in the County**. The County's objective with its internship initiative is to focus on training, education, employment and support services to develop a more highly-educated and trained workforce. When participating in the County's internship initiative, the Contractor remains an independent contractor and shall not be construed as agents, officers, or employees of the County. More information about the County's GenerationGo! Career Pathways Program can be located at <http://wp.sbcounty.gov/workforce/career-pathways/>.

C.13 County Representative

The *Registrar of Voters* of his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.

C.14 Damage to County Property

Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

C. 15 Debarment and Suspension

Contractor certifies that neither it nor its principals or subcontracts is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

C.16 Drug and Alcohol Free Workplace

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

- C.16.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.

- C.16.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- C.16.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

C.17 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

C.18 Employment Discrimination

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

C.19 Environmental Requirements

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

C.20 Improper Influence

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

C.21 Improper Consideration

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

C.22 Informal Dispute Resolution

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

C.23 Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

C.24 Licenses, Permits and/or Certifications

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

Contractor shall be certified by the State of California to print Dominion ImageCast ballots. California Elections Code sections 13004 and 13004.5 requires the County to use a Ballot printer that the Secretary of State (SOS) has inspected and approved for use in California.

C.25 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

C.26 Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

C.27 Nondisclosure

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

C.28 Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

C.29 Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and products, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Section IV–Term of the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

C.30 Participation Clause

The County desires that Municipalities, School Districts, and other Tax Districts within the San Bernardino County requiring the same services provided herein may at their option and through the County Purchasing agent, avail themselves of this Contract. Upon notice, in writing, the Contractor agrees to the extension of the terms of a resultant contract with such governmental bodies as though they have been expressly identified in this bid, with the provisions that:

C.30.1 Such governmental body does not have and will not have in force any other contract for like purchases.

C.30.2 Such governmental body does not have under consideration for award any other bids or quotations for like purchases.

Such governmental body shall make purchases directly through and to the Contractor. The County will not be liable for any such purchase made between the Contractor and another governmental body who avails themselves of this contract.

C.31 Air, Water Pollution Control, Safety and Health

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

C.32 Records

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in

accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

C.33 Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

C.34 Release of Information

No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

C.35 Representation of the County

In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County.

C.36 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

C.37 Subcontracting

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel.

For any subcontractor, Contractor shall:

- 37.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- 37.2** Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- 37.3** Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities and C. General Contract Requirements.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

C. 38 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the

other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

C.39 Termination for Convenience

The County and the Contractor each reserve the right to terminate the Contract, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

C.40 Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

C.41 Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

C.42 Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of, being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

C.43 Former County Administrative Officials

Contractor agrees to provide, or has already provided information, on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

C.44 Disclosure of Criminal and Civil Procedures

The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

C.45 Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials, or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication.

C.46 Artwork, Proofs and Negatives

All artwork, proofs, and/or negatives in either print or digital format for anything produced under the terms of this Contract are the property of the County. These items must be returned to the County within ten (10) days, upon written notification to the Contractor. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, the Contractor will be barred from all future solicitations, for a period of at least six (6) months.

C.47 Iran Contracting Act

IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of

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Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

C.48 Authorized Representatives

The County and the Contractor shall both designate and authorize representatives to serve as contact points to ensure that information is efficiently passed between organizations. These representatives will be responsible for coordinating and implementing the services defined within this Contract. The Contractor shall act only on instruction from one of these designated County representatives.

Representatives from both the County and Contractor shall be available 24 hours a day and seven days a week during peak election periods to ensure the continuity of the production of the ballots.

The Contractor's Project Manager will be required to meet with key County personnel after each election to debrief any issues identified and develop corrective action plans as needed for future elections.

C. 49. Notification Regarding Performance

In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Contract, the Contractor shall notify the County within one (1) working day, in writing and by telephone.

C.50. Inspection and Acceptance

All products and/or services are subject to final inspection and acceptance or rejection by the County. Acceptance shall be based on conformance with quality, cosmetic standards and delivery milestones set forth in Attachment A. Changes to the approved ink/toner or paper stock, including weight and grade, is prohibited without the prior written authorization from the County. The County has the authority to reject any ballots, envelopes, and/or election materials that do not meet the quality and cosmetic standards of the County or the machine tabulation requirement of the County's voting system.

Test decks must be processed on each machine that will be used to print the official ballots and ballot related materials prior to the printing of the official ballots and ballot related materials.

If the product(s) and/or service(s) are deemed unsatisfactory and rejected by the County, the Contractor will be notified, and the Contractor will immediately begin procedures to replace those ballot quantities that are rejected. All quantities rejected must be replaced by the Contractor at no cost to the County. The replacement process must begin immediately and will need to be completed within 48 hours or, in extreme cases 24 hours of the order. The County has the authority to retain custody of any rejected products.

If the product(s) and/or services fail to comply with the delivery milestones set forth in Attachment A, including products rejected by the County, and an expedited delivery set forth by the County cannot be executed by the Contractor is subject to Liquidated Damages caused by the delay as provided for in Section J. Liquidated Damages.

Such final inspection and acceptance shall be made with a reasonable time after delivery and per previously agreed upon delivery milestones.

C.51. Security of Ballots

Contractor shall comply with security of ballots pursuant to California Secretary of State and California Elections Code requirements for certified ballot printers. Pursuant to California Elections Code §13006 and the California Code of Regulations, the Contractor shall take necessary steps to ensure that all ballots and ballot related materials are kept secure, as well as adhere to the requirements for the destruction of unusable or leftover ballots following every election.

The Contractor is charged with full responsibility for the security of ballots until acceptance of delivery at destination.

D. TERM OF CONTRACT

This Contract is effective as of January 1, 2022 and expires December 31, 2026 but may be terminated earlier in accordance with provisions of this Contract.

E. COUNTY RESPONSIBILITIES

E.1 Assign a County project manager ("County Project Manager"), who shall be responsible for review, analysis and the coordination of County personnel, and facilities. The County Project Manager shall be empowered to make decisions on behalf of the County with respect to the work being performed under this Contract. The County Project Manager shall also have direct access to the County's top management at all times for purposes of problem resolution.

F. FISCAL PROVISIONS

F.1. The maximum amount of payment under this Contract shall not exceed \$22,000,000, and shall be subject to availability of other funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.

F.2. The Contractor will provide an invoice with 10-20 days of completion of services rendered for each election. Each invoice will only include charges for one election based on rates set forth in Attachment B and must contain the following information:

- Contractor's name and address
- Contractor's remittance address
- Name of County Department
- County Contract number
- Date of Service/Election
- Detailed breakdown of charges
- Contractor's Federal ID number
- Total

Incomplete invoices are not acceptable and will be returned to the Contractor for correction. The Registrar of Voters, or designee, is responsible for the approval of invoices and subsequent submittal of invoices to the Auditor-Controller, Tax Collector (ATC) office for processing of payment.

Payment terms are net 60 days from receipt of services and/or invoice, whichever is later.

F.3 Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

- F.4 County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
- F.5 Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
- F.6 Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.
- F.7 Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

G.1 Indemnification

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

G.2 Additional Insured

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

G.3 Waiver of Subrogation Rights

The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

G.4 Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

G.5 Severability of Interests

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

G.6 Proof of Coverage

The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

G.7 Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

G.8 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

G.9 Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

G.10 Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

G.11 The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage

does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

G.11.1 Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

G.11.2 Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations).
- d. Explosion, collapse and underground hazards.
- e. Personal injury.
- f. Contractual liability.
- g. \$2,000,000 general aggregate limit.

G.11.3 Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

G.11.4 Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

G.11.5 Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits
or

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits
or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the state of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

H. RIGHT TO MONITOR AND AUDIT

H.1 The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.

In the event the County determines the Contractor's performance of its duties and other terms of this Contract are deficient in any manner, County will notify Contractor of such deficiency in writing or orally, provided written confirmation is given five (5) days thereafter. Contractor shall remedy any deficiency within forty-eight (48) hours of such notification, or County, at its option, may terminate this Contract immediately upon written notice, or remedy deficiency and offset the cost thereof from any amounts due the Contractor under this Contract or otherwise.

H.2 All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, State and Federal audits are completed, whichever is later.

H.3 When work is being performed for the County, representatives of the County will be given full access to the Contractor's premises at any time (day or night). The Contractor shall not allow any unauthorized access to the ballots or their removal from the Contractor's facility. If the County approves subcontracting for services other than printing official ballots, the Contractor will inform the subcontractor of the access privileges of authorized County representatives. If required by the County, space will also be made available on-site for County proofreaders.

I. CORRECTION OF PERFORMANCE DEFICIENCIES

I.1 Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

I.2 In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or

- b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
- c. Withhold funds pending duration of the breach; and/or
- d. Offset against any monies billed by Contractor, but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
- e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

J. LIQUIDATED DAMAGES

- J.1. It is agreed that time and accuracy is of the essence in completing each portion of this Contract. The Contractor warrants and guarantees that all ballots and/or election materials will be delivered in accordance with the delivery milestones and terms of this contract.
- J.2. If, upon execution of this contract, Contractor fails to deliver and/or mail the ballots and/or election materials on or before the dates specified and agreed upon during the election Pre-Planning phase as detailed in Attachment A it is understood and agreed that County will suffer damages. It being impractical and infeasible to determine the amount of actual damages, and in light of the impossibility of predicting the effect of the particular delay on the public welfare, it is agreed that for each calendar day after the delivery dates as agreed upon during the election Pre-Planning phase, that the ballots and/or election materials have not been delivered and/or mailed, Contractor shall pay the County an amount equal to 2% of the amount of the Contract for the specific election as fixed and agreed liquidated damages, but not as a penalty.
- J.3. In the event the County must procure the services of an outside Vendor in order to fulfill its obligations in San Bernardino County elections, the Contractor shall be liable for the difference in costs incurred by the County and the costs that would have been payable by the Contractor in the event Contractor had met its initial contractual obligations.

Contractor does hereby authorize the County to deduct such liquidated damages from the amount due. Contractor further agrees that any such deduction shall not in any degree release it from further obligation and liabilities in regard to the fulfillment of the entire Contract.

- J.4. Provided that Contractor has notified the County within one day of delay, the Contractor shall not be charge with liquidated damages or any excess costs when the delay in deliver is due to:
 - The acts or omissions of the County.
 - Unforeseen caused beyond the control and without the fault of Contractor, including but not restricted to a court order, acts of God, or acts of the public enemy.
- J.5. No delays and extensions of time will be granted on account of work performed in a grossly negligent manner by a supplier.

K. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

*San Bernardino County
 Registrar of Voters
 777 East Rialto Avenue
 San Bernardino, CA 92415*

*K&H Printers, Inc.
 7720 Hardeson Rd. Ste. A
 Everett, WA 98203*

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

L. ENTIRE AGREEMENT

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

IN WITNESS WHEREOF, the San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

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SAN BERNARDINO COUNTY

▶ *Curt Hagman*
Curt Hagman, Chairman, Board of Supervisors

Dated: DEC 07 2021
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD.

By *Lynna Monell*
Lynna Monell
Clerk of the Board of Supervisors
of San Bernardino County
Deputy



K&H Printers, Inc.

~~(Print or type name of corporation, company, contractor, etc.)~~

By ▶ *[Signature]*
(Authorized signature - sign in blue ink)

Name Linda M. Wilson
(Print or type name of person signing contract)

Title Accounting Manager
(Print or Type)

Dated: 11/23/2021

Address 7720 Hardeson Road Ste. A
Everett, WA 98203

FOR COUNTY USE ONLY

Approved as to Legal Form
Jolena Guider
Jolena Guider, Deputy County Counsel
Date 11/29/21

Reviewed for Contract Compliance
▶ _____
Date _____

Reviewed/Approved by Department
Bob Page
Bob Page, Registrar of Voters
Date 11/29/21

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Attachment A

Scope of Work

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I. CONTACTS AND SCHEDULES

A. Authorized Representatives, Access To Vendor's Facility, And Ballot Security

1. Authorized Representatives

Pursuant to Contract Section B. and E, paragraph B.3. & E.1., the Registrar of Voters and the Vendor shall both designate and authorize representatives to serve as contact points to ensure that information is efficiently passed between organizations. These representatives will be responsible for coordinating and implementing the services defined within this Scope of Work. The Vendor shall act only on instruction from one of these designated Registrar of Voters representatives.

The Vendor's Project Manager will be required to meet with key Registrar of Voters personnel after each election to debrief any issues identified and develop corrective action plans as needed for future elections. All references to the COUNTY in this Scope of Work include the Registrar of Voters and its designated authorized representatives.

2. Access to Vendor's Facility by Registrar of Voters

When work is being performed for the Registrar of Voters, representatives of the Registrar of Voters will be given full access to the Vendor's premises at any time (day or night). The Vendor shall not allow any unauthorized access to the ballots or their removal from the vendor's facility. If the Registrar of Voters approves subcontracting for services other than printing official ballots, the Vendor will inform the subcontractor of the access privileges of authorized Registrar of Voters representatives. If required by the Registrar of Voters, space will also be made available on-site for Registrar of Voters proofreaders.

3. Security of Ballots

Vendor shall comply with security of ballots pursuant to California Secretary of State and California Elections Code requirements for certified ballot printers. Pursuant to California Elections Code §13006 and California Code of Regulations, the Vendor shall take necessary steps to ensure that all ballots and ballot related materials are kept secure, as well as adhere to the requirements for the destruction of unusable or leftover ballots following every election.

4. Written Security Contingency

Vendor shall include a written contingency plan that outlines the security of ballots in the event the facility where ballots are stored is compromised in any way.

B. Election Schedule

1. The Vendor must be able to provide services for ALL elections called during the contract period.

2. San Bernardino County elections are based on established election dates per California Elections Code Sections §1000-1500.

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The established election dates are as follows:

- a) The first Tuesday after the first Monday in March of each even-numbered year that is evenly divisible by four.
- b) The first Tuesday after the first Monday in March of each odd-numbered year.
- c) The second Tuesday of April in each even-numbered year.
- d) The first Tuesday after the first Monday in June in each even-numbered year that is not evenly divisible by four.
- e) The first Tuesday after the first Monday in November of each year.

The following are statewide elections and their dates are statewide election dates:

- a) An election held in November of an even-numbered year.
- b) An election held in June of an even-numbered year that is not evenly divisible by four and in March of each even-numbered year that is evenly divisible by four.

The established mail ballot election dates are as follows:

- a) The first Tuesday after the first Monday in May of each year
- b) The last Tuesday in August of each year.

3. Special elections of any size may be called at any time as determined by jurisdictions and California law. (NOTE: Pricing for unanticipated special elections shall remain consistent with the pricing for anticipated elections, as outlined below.)
4. The Registrar of Voters will provide the Vendor with advance notice of each election project as soon as possible. It is critical for the Vendor to be aware that advance notice can range from as much as 148 days prior to an election, to as few as 60 days prior to an election (E-148 through E-60). (Reference California Elections Code §12000.) The following Election Schedule displays anticipated election dates and the estimated quantity and category of ballots to be ordered for each election. (The illustration does not address special elections.) The quantities indicated are approximations of the quantities required and are not binding on the Registrar of Voters. The Registrar of Voters reserves the right to order ballot quantities in accordance with the size of the election.

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June 7, 2022 Qty Ballot Types: 2,327 Qty Unique Ballot Faces: 18,616 Qty Cards per Ballot: 2 Qty Columns per Ballot: 3	Mail Ballots	1,025,000
	Polls Ballots	275,000
	Counter Ballots	24,750
	Training Ballots	7,250
	Duplication Ballots	40,000
	Test Ballots (Marked)	27,000
	Test Ballots (Unmarked)	12,000
	Total	1,411,000
November 8, 2022 Qty Ballot Types: 2,327 Qty Unique Ballot Faces: 9,308 Qty Cards per Ballot: 2 Qty Columns per Ballot: 3	Mail Ballots	1,050,000
	Polls Ballots	255,000
	Counter Ballots	25,200
	Training Ballots	7,250
	Duplication Ballots	20,000
	Test Ballots (Marked)	30,000
	Test Ballots (Unmarked)	14,000
	Total	1,401,450
May 2, 2023 Qty Ballot Types: 1,164 Qty Unique Ballot Faces: 1,164 Qty Cards per Ballot: 1 Qty Columns per Ballot: 3	Mail Ballots	275,000
	Polls Ballots	n/a
	Counter Ballots	3,750
	Training Ballots	1,875
	Duplication Ballots	5,250
	Test Ballots (Marked)	3,500
	Test Ballots (Unmarked)	925
	Total	290,300

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August 29, 2023 (All Mail Ballot Election) Qty Ballot Types: 580 Qty Unique Ballot Faces: 580 Qty Cards per Ballot: 1 Qty Columns per Ballot: 3	Mail Ballots	275,000
	Polls Ballots	n/a
	Counter Ballots	6,600
	Training Ballots	n/a
	Duplication Ballots	4,200
	Test Ballots (Marked)	7,500
	Test Ballots (Unmarked)	675
	Total	289,775
Election	Ballot Category	Ballot Quantity
November 7, 2023 Qty Ballot Types: 1,164 Qty Unique Ballot Faces: 1,164 Qty Cards per Ballot: 1 Qty Columns per Ballot: 3	Mail Ballots	570,000
	Polls Ballots	120,000
	Counter Ballots	7,500
	Training Ballots	3,750
	Duplication Ballots	10,500
	Test Ballots (Marked)	7,500
	Test Ballots (Unmarked)	4,200
	Total	719,700
March 5, 2024 Qty Ballot Types: 2,327 Qty Unique Ballot Faces: 18,616 Qty Cards per Ballot: 1 Qty Columns per Ballot: 3	Mail Ballots	1,160,000
	Polls Ballots	225,000
	Counter Ballots	12,000
	Training Ballots	8,000
	Duplication Ballots	75,500
	Test Ballots (Marked)	66,000
	Test Ballots (Unmarked)	36,250
	Total	1,582,750
November 7, 2024 Qty Ballot Types: 2,327 Qty Unique Ballot Faces: 9,308 Qty Cards per Ballot: 2 Qty Columns per Ballot: 3	Mail Ballots	1,250,000
	Polls Ballots	200,000
	Counter Ballots	14,500
	Training Ballots	8,000
	Duplication Ballots	20,000
	Test Ballots (Marked)	30,000
	Test Ballots (Unmarked)	14,500
	Total	1,537,000

B. Pre-Planning Production Activities And Delivery Milestones

3. For each election, approximately at E-160, Registrar of Voters personnel will contact Vendor to develop a written detailed Election Implementation Plan specific to the election. This plan will establish specific dates for deliverables and expectations to be executed by both the vendor and Registrar of Voters.
4. Vendor shall provide a secure FTP site to be used for transferring election data. Data communication shall be encrypted using a minimum of 128 bits.

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5. The following production activities and delivery milestones are being provided as a general illustration of a typical large-scale County election. Actual production activities, needs and delivery milestones will vary based on the size of the election.

Production Phase	Production Activity	Delivery Milestone
Pre-Planning	Registrar of Voters notifies Vendor of upcoming election(s)	E-148
	Registrar of Voters and Vendor review and discuss production needs and expected delivery milestones	E-145
	Registrar of Voters submits ballot California Secretary of State watermark requirements to Vendor	E-123
	Registrar of Voters reviews envelope inventories and printing specifications with Vendor	E-120
	Registrar of Voters submits instructions for Mail Ballot envelopes to Vendor	E-118
	Vendor and Registrar of Voters conduct a semi-final review of election production needs and delivery milestones	E-90
	Registrar of Voters submits specifications and delivery milestones for Training ballots to Vendor	E-78
Ballot Faces (Images)	Registrar of Voters submits electronic Adobe® PDF file containing ballot faces to Vendor	E-63
	Vendor submits proofs of ballot faces to Registrar of Voters for approval	E-60
	Registrar of Voters submits final approval to Vendor print ballot faces	E-57
Print Orders: Ballots	Registrar of Voters submits instructions and orders to Vendor for Marked/Unmarked Test ballot patterns, results and quantities	E-57
	Registrar of Voters submits instructions and orders to Vendor for Counter ballots, Polls ballots, and Divider Tabs for Polls ballots	E-39
	Registrar of Voters submits instructions and orders to Vendor for Duplication ballots	E-25
Print Orders:	Registrar of Voters submits electronic Microsoft Word file containing various Voting Instructions and/or inserts to Vendor	E-63

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Production Phase	Production Activity	Delivery Milestone
Voter Information Guide (VIG), Voting Instructions, Inserts	Vendor submits proofs of Voting Instructions and/or inserts to Registrar of Voters for approval	E-60
	Registrar of Voters submits final approval to Vendor to print Voting Instructions and/or inserts, and makes preparations with Vendor to deliver in-house stock to the Registrar of Voters	E-57
	Registrar of Voters submits electronic Microsoft Word file containing VIG to Vendor	E-60
	Vendor submits proofs of VIG to Registrar of Voters for approval	E-55
	Registrar of Voters submits final approval to Vendor to print VIG, and makes preparations with Vendor to deliver in-house stock to the Registrar of Voters	E-53
Uniform & Overseas Citizen's Absentee Voting Act (UOCAVA) and Regular Mail Ballot Voter Extracts and Mailings	Registrar of Voters submits the extraction and mailing file schedule for <u>all</u> Mail Ballot voters to the Vendor	E-55
	Registrar of Voters submits 1 st UOCAVA voter extraction file to Vendor so Vendor can begin the UOCAVA Mail Ballot packet assembly process	E-50
	Vendor assembles UOCAVA Mail Ballot packets for 1 st extraction and delivers samples of completed packets to Registrar of Voters for review and approval	E-48
	Registrar of Voters submits approval to Vendor to begin assembly of the UOCAVA Mail Ballot packets	E-48
	Vendor performs 1 st mail drop of UOCAVA Mail Ballot packets	E-46
	Registrar of Voters submits 1 st Mail Ballot voter extraction file to Vendor so Vendor can begin the <i>regular</i> Mail Ballot packet assembly process	E-40
	Vendor assembles regular Mail Ballot packets for 1 st extraction and delivers samples of completed packets to Registrar of Voters for review and approval	E-36
	Registrar of Voters submits approval to Vendor to begin assembly of the regular Mail Ballot voter packets	E-36
Vendor performs 1 st mail drop of regular Mail Ballot voter packets	E-25	
Subsequent Mail Ballot Voter Extracts and Mailings	Registrar of Voters begins submitting subsequent voter extract file(s) to Vendor for mailings; these submissions can continue daily through E-7	TBD
Ballot Deliveries	Vendor delivers Test ballots (marked/unmarked) to Registrar of Voters	E-43
	Vendor delivers Counter ballots to Registrar of Voters	E-34
	Vendor delivers Polls ballots and Divider Tabs to Registrar of Voters	E-21
	Vendor delivers Duplication ballots to Registrar of Voters	E-15

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II. SCOPE OF WORK

This Scope of Work outlines technical specifications for ballot paper stock; printing; assembly and packaging; delivery and transportation; and inspection and acceptance. This Scope of Work may not be a complete representation of all work necessary to complete the required election project(s).

All the processes and workflows outlined in this Scope of Work are the current practices the Registrar of Voters follows for ballot printing and mailing. Certain aspects of the processes outlined are there for control measures to ensure the accuracy of the processes. In your proposals please detail how all aspects in this Scope of Work will be met, exceeded, and executed. Under the current practices the ballot is 8.5 x 18. The Registrar of Voters is open to new ideas and options to improve the production and quality of ballots. In efforts to streamline other processes the Registrar of Voters is considering reducing the size of the ballot for all elections. In addition to providing a proposal response and pricing for the current practice as outline in the scope of work also provide a proposal responses and separate pricing for the following options:

- Ballot Size
 - 8.5 x 11
 - 8.5 x 14
 - 8.5 x 15 to 22

Vendor shall provide a sample production schedule for the current practices as outlined in this scope of work. The Registrar of Voters recognizes the above options may impact the production schedule. Additionally provide information regarding impacts and or limitations to other aspects of the scope of work by the ballot sizes listed above such as but not limited to: folding, stitching, envelope designs, packaging, etc.

A. Ballot Paper Stock

1. Ballot Paper Stock Conditioning Specifications:
 - a) Ballot Stock must be certified and follow California regulations for printing Dominion Voting Systems ImageCast ballots. The Vendor shall not deviate from this parameter unless authorized by the Registrar of Voters in writing.
 - b) Ballot Paper Stock Size Specifications:
 - 1) Width (read size): 3 column variance 8.5" wide
 - 2) Length (excluding stub): minimum 11" long / maximum, 22" long

B. Printing Dominion ImageCast Ballots

1. Dominion Voting Systems ballot images (faces) are provided by the Registrar of Voters in Adobe® PDF format using the Dominion Election Event Designer (EED) software. An election ballot may consist of one or more ballot cards with front and back faces, depending on the election content. A separate Adobe® PDF file will be generated for each ballot card. The Vendor shall not alter the provided file data in any way to change ballot layout, response positions and timing marks, ballot sizes, or any other file parameters unless authorized by the Registrar of Voters in writing.

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2. At the time of contract award, and throughout the contract period, the Vendor must comply with the ballot printing specifications, requirements, certification standards, and guidelines as set forth in, but not limited to:
 - a) California Secretary of State;
 - b) California Elections Code Sections §13200 - 13233;
 - c) California Code of Regulations Sections §20200 - 20280; and
 - d) Dominion Voting Systems ImageCast ballot printing specifications, requirements, certification standards, and guidelines. If any discrepancies arise between these standards and any instructions to the Vendor from the Registrar of Voters, the Vendor is to immediately bring the discrepancy to the attention of the Registrar of Voters.
 - e) Vendor must not change or substitute any printing specifications without prior written authorization from the Registrar of Voters. At any time, regardless of the number of days prior to an election, the Registrar of Voters may change, clarify, or add ballot specifications to comply with Federal, State, or local laws and regulations.

3. The following ballot printing specifications and dimensions are general for all ballot categories addressed within this Scope of Work. Specific instructions for printing individual ballot categories are located under the Description caption for that ballot category. Always refer to the manufacturer's technical standards for additional ballot printing information and/or additional clarification.
 - a) Ballot Ink and Color Processes:
 - 1) The black ink/toner reflection density must meet or exceed the California certification standards for printing Dominion Voting Systems ImageCast Ballots.
 - 2) Additional colors may be used:
 - (a) For instructions to voters
 - (b) In a Statewide partisan election to distinguish political parties.
 - b) Additional Language and Artwork:
 - 1) Watermark: Ballot paper stock shall be watermarked with a design to be furnished by the California Secretary of State. Per Elections Code §13002, the watermark must be plainly discernible on the face(s) of the ballot.
 - 2) Artwork: Vendor must have or develop the capacity to apply a text overlay to the ballots. The Registrar of Voters will electronically transmit an Adobe® PDF file to the Vendor containing the text for the overlay.
 - 3) Language: To be provided by Registrar of Voters.

4. Ballot Categories to be printed: Mail Ballots, Polls Ballots, Counter Ballots, Training Ballots, Duplication Ballots and Test Ballots (Marked and Unmarked). Additional ballot categories may be added as needed.
 - a) Mail Ballots
DESCRIPTION: Official ballots issued to voters who will be "absent" from the polling places on Election Day. Official ballots are sent to voters in a Mail Ballot packet assembly via USPS. California legislation has currently mandated all voters will be

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sent a mail ballot for the 2021 election cycle. The Registrar of Voters anticipates that legislation will soon pass that will mandate mail ballots are to be sent to all voters for all elections during the term of the contract.

1) Stub Information:

(a) Quantity: 1, 2, or 3

(b) Position: Top

(c) Perforation: The hangers should be 1 mm in length; the slot should be 7 mm. Perforation should leave little or no dust or paper residue when the stub is separated from the ballot. "Tear tests" must be performed to ensure that ballots tear easily along the perforation without destruction to the ballot. Such "tear tests" shall be performed on groups of ballots and not on a single standalone ballot. Proposers are invited to present solutions above and beyond the preferences listed here which they feel tenable to this process.

(d) Text: Text will be provided by the Registrar of Voters, must be in English and Spanish, and may be revised as provided in the future.

(1) On back of the voter stub, four closest polling places and addresses only for designated mail ballot precincts.

2) Numbering/Serialization: If Vendor utilizes a numbering system, it must be limited to stub area only and must be pre-approved by the Registrar of Voters.

3) Scoring and Folding:

(a) Vendor must have the technical capacity to fold per 1, 2, and 3 score lines. The option of 4 score lines may be discussed in the future.

(b) All ballots are to be pre-folded following the prescribed score lines, with the top front face of the ballot showing when folded.

4) Additional language and artwork:

(a) None required at this time.

b) Polls Ballots

DESCRIPTION: Official ballots issued to voters at polling place locations for voting on Election Day.

1) Stub Information:

(a) Quantity: 1, 2, or 3

(b) Position: Top

(c) Perforation: The hangers should be 1 mm in length; the slot should be 7 mm. Perforation should leave little or no dust or paper residue when the stub is separated from the ballot. "Tear tests" must be performed to ensure that ballots tear easily along the perforation without destruction to the ballot. Such "tear tests" shall be performed on groups of ballots and not on a single standalone ballot. Proposers are invited to present solutions above and beyond the preferences listed here which they feel tenable to this process.

(d) Text: Text will be provided by the Registrar of Voters, must be in English and Spanish, and may be revised as provided in the future.

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2) Numbering/Serialization:

- (1) Include reverse quantity counting as "End to 1" within each Ballot Type
- (2) Identify pad count as Pad X of Y within each Ballot Type.
- (3) If Vendor utilizes any additional numbering system, it must be limited to stub area only and must be pre-approved by the Registrar of Voters.

3) Scoring and Folding:

- (a) None required at this time.

4) Additional language and artwork:

- (a) None required at this time.

c) Counter Ballots

DESCRIPTION: Official ballots issued over the counter to the voters at early voting locations prior to elections and on Election Days.

1) Stub Information:

- (a) Quantity: 1, 2, or 3
- (b) Position: Top
- (c) Perforation: The hangers should be 1 mm in length; the slot should be 7 mm. Perforation should leave little or no dust or paper residue when the stub is separated from the ballot. "Tear tests" must be performed to ensure that ballots tear easily along the perforation without destruction to the ballot. Such "tear tests" shall be performed on groups of ballots and not on a single standalone ballot. Proposers are invited to present solutions above and beyond the preferences listed here which they feel tenable to this process.

- (d) Text: Text will be provided by the Registrar of Voters, must be in English and Spanish, and may be revised as provided in the future.

- (1) On back of the voter stub, four closest polling places and addresses only for designated mail ballot precincts.

2) Numbering/Serialization: If Vendor utilizes a numbering system, it must be limited to stub area only and must be pre-approved by the Registrar of Voters.

3) Scoring and Folding:

- (a) Vendor must have the technical capacity to fold per 1, 2, and 3 score lines. The option of 4 score lines may be discussed in the future.
- (b) All ballots are to be pre-folded following the prescribed score lines, with the top front face of the ballot showing when folded.

4) Additional language and artwork:

- (a) None required at this time.

d) Training Ballots.

DESCRIPTION: Ballots utilized to train poll workers regarding Election Day procedures.

1) Stub Information:

- (a) Quantity: 1, 2, or 3
- (b) Position: Top

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(c) Perforation: The hangers should be 1 mm in length; the slot should be 7 mm. Perforation should leave little or no dust or paper residue when the stub is separated from the ballot. "Tear tests" must be performed to ensure that ballots tear easily along the perforation without destruction to the ballot. Such "tear tests" shall be performed on groups of ballots and not on a single standalone ballot. Proposers are invited to present solutions above and beyond the preferences listed here which they feel tenable to this process.

(d) Text: Text will be provided by the Registrar of Voters, must be in English and Spanish, and may be revised as provided in the future.

2) Numbering/Serialization:

(a) Include reverse quantity counting as "End to 1" within each Ballot Type.

(b) Identify pad count as Pad X of Y within each Ballot Type.

(c) If Vendor utilizes any additional numbering system, it must be limited to stub area only and must be pre-approved by the Registrar of Voters.

3) Scoring and Folding:

(a) None required at this time.

4) Additional language and artwork:

(a) None required at this time.

e) Duplication Ballots

DESCRIPTION: Ballots utilized to duplicate a voter's original ballot choices.

1) Stub Information:

(a) Quantity: None allowed.

2) Scoring and Folding:

(a) None allowed.

3) Additional language and artwork:

(a) Will be provided by the Registrar of Voters.

f) Test Ballots (Marked)

DESCRIPTION: Marked Test Ballots are required for the Logic and Accuracy testing of the 821D HiPro Scanner ballot tabulation equipment. These tests ensure that the voting equipment and ballots to be used in an upcoming election can properly display the ballot, collect votes, and tabulate results. Logic and Accuracy tests include processing ballots that contain selections for every candidate in every race and/or every measure in every contest and tallying the results.

Prior to an election, Marked Test Ballots are ordered for every Ballot Type using the "LA5" test deck pattern. The LA5 test deck assigns a 1, 2, 3, 4, 5, 1, 2, 3, 4, 5, 1, 2, 3, 4, 5, etc., voting pattern to contests on a ballot until EVERY ballot position on the ballot has been voted. Write-In positions, blanks, and overvoted test ballots may be required for inclusion in the test pattern. Marked test decks are generated from the Dominion system and provided to the print vendor. The marked test ballots are to be printed by the ballot printer. During the ballot ordering process, a Test Order Number will be assigned to this category of test ballots. The Vendor will deliver a file

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containing the predetermined test pattern results in a format to be decided by the Registrar of Voters.

1) Stub Information:

- (a) Quantity: None allowed.
- (b) Numbering/Serialization: None allowed.

2) Scoring and Folding:

- (a) None allowed.

3) Additional language and artwork:

- (a) Test ballots require a Test Number be printed on each ballot, including the wording "TEST" along with a sequential numbering system for all Test Ballots, 1 to End; i.e., TEST - 1, TEST - 2, TEST - 3, etc.

g) Test Ballots (Unmarked) .

DESCRIPTION: Unmarked Test Ballots are required for the Logic and Accuracy testing of the 821D HiPro Scanner ballot tabulation equipment. These tests provide the same assurances as Marked test ballots. Prior to an election, Unmarked Test Ballots are ordered by test category, which may include but are not limited to: All Precincts, Overvote, Pen and Pencil, and Extras. During the ballot ordering process, a Test Order Number will be assigned to each category of test ballots. The unmarked test ballots are to be generated and printed by the ballot printer.

1) Stub Information:

- (a) Quantity: None allowed.
- (b) Numbering/Serialization: None allowed.

2) Scoring and Folding:

- (a) None allowed.

3) Additional language and artwork:

- (a) Test ballots require a Test Number be printed on each ballot, including the wording "TEST" along with a sequential numbering system for all Test Ballots, 1 to End; i.e., TEST - 1, TEST - 2, TEST - 3, etc.

C. Printing Envelopes for Mail Ballots

1. Custom print both Outgoing and Return envelopes. Envelope dimensions are subject to change.
2. Vendor must adhere to USPS Domestic Mail Manual Section 708 when designing envelopes, and must receive approval from USPS on all envelope artwork, design, and required printing.
3. Outgoing Envelope General Specifications:
(Proposers are invited to present solutions above and beyond the preferences listed here which they feel tenable to this process.)
 - a) Size: 9 3/4" wide by 6 1/8" tall
 - b) Paper stock: 24lb
 - c) Back flap: 9 3/4" wide by 1 7/8" tall. No printing.

Unmarked

- d) Additional color: n/a
 - e) Other: n/a
4. Outgoing Envelope Types
- a) White UOCAVA with blue printing, U.S. Postage Paid Par Avion Indicia
 - b) White with blue printing, no Indicia
5. Return Envelope General Specifications:
(Proposers are invited to present solutions above and beyond the preferences listed here which they feel tenable to this process.)
- a) Size: 9" wide by 5 $\frac{7}{8}$ " tall
 - b) Paper stock: 24lb
 - c) Back flap: 9" wide by 1 $\frac{1}{4}$ " tall. Printing – Yes.
 - d) Additional color: Some return envelopes require a color-coded identification bar, to be supplied by the Registrar of Voters.
 - e) Other: Drilled $\frac{1}{4}$ " diameter viewing cutout near (4 $\frac{1}{16}$ " from left and 3 $\frac{1}{2}$ " from top) center of envelope so that contents are visible.
6. Return Envelope Types
- a) White UOCAVA with red printing, U.S. Postage Paid Par Avion Indicia
 - b) Pastel Yellow First Class Business Reply Mail with black printing, No Postage Necessary Indicia
 - c) Pastel Yellow Emergency Ballot Envelope with black printing, no Indicia

D. Printing Voting Instructions

- 1. Standard paper stock
- 2. Size 8 $\frac{1}{2}$ " x 11"
- 3. Half fold, print on back and front page(s)
- 4. I Voted Sticker attached
- 5. Voting Instruction Types
 - a) General Mail Ballot Voting Instructions
 - b) Mail Ballot Precinct Voting Instructions
 - c) UOCAVA Voting Instructions
 - d) Ballot Tracking

E. Printing VIG (Mail Ballot Only Elections)

- 1. Standard paper stock
- 2. Size 8 $\frac{1}{2}$ " x 11"
- 3. Half fold and bound into booklet format, print on back and front pages

F. Printing Miscellaneous Election Inserts

- 1. Standard paper stock
- 2. Size 8 $\frac{1}{2}$ " x 11"
- 3. Half fold, print on back and front page(s)

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G. Printing Divider Tabs for Polls Ballots

A divider tab is custom paper stock that is inserted between each Ballot Type in order to keep the Polls ballots separated by Ballot Type. Proposers are invited to present solutions above and beyond the preferences listed here which they feel tenable to this process.

1. Height/Width 10 ¾"
2. Length will be determined by ballot length
3. Printing orientation – landscape.
4. Card stock: Colored, 67# Vellum Bristol
5. Print variable, black ink
6. Print at least one poll divider tab per Ballot Type. Some Ballot Types will require more than one divider tab.
7. Print Ballot Type number at top of poll divider tab.
8. Print Poll ID number and Depot number at bottom of poll divider tab.

H. Assembly And Packaging

1. Mail Ballots (Packets)

The assembly and mailing of Mail Ballot packets is a critical component, requiring a comprehensive automated machine insertion process to insert a ballot card(s), a return envelope, a VIG, Voting Instructions, and miscellaneous inserts into an outgoing envelope and to address the envelope with variable voter data. This data must be placed in the proper location in order for our mail sorter to be able to read the data upon its return to the Registrar of Voters. Proposers must demonstrate adequate safeguards within its Mail Ballot packet assembly and mailing processes to ensure that the correct Ballot Type, return envelope, instructions, and inserts are packaged together for each voter.

The Vendor must use a CASS (Coding Accuracy Support System) certified verification system to verify voter addresses, coordinate with the USPS for additional mail verification, and comply with USPS regulations to attain the best possible postage rates and fastest processing available. The successful Vendor must maintain any new requirements mandated by USPS during the entire contract period. Additionally, the successful Vendor will have in place, or be capable of developing and implementing, a systematic method to track assembled Mail Ballot packets using Intelligent Mail Bar Codes.

- a) Vendor will use the voter records data files generated by the Registrar of Voters to assemble Mail Ballot Packets.
- b) Voter addresses must be processed using a CASS-certified verification system.
- c) Outgoing and return envelopes must contain an Intelligent Mail Barcode (IMB) for tracking purposes and the following variable data printed:
 - (a) Voter's Full Name
 - (b) Voter's Street Address, including Unit or Apartment Number
 - (c) IMB Barcode
 - (d) AV ID #

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- (e) AV ID Barcode
 - (f) Election Date
 - (g) Ballot Type
 - (h) Precinct Number
- d) Vendor shall use an automated machine insertion process to assemble one ballot packet for each voter in specified data file(s) for each election. A Mail Ballot packet shall consist of one custom outgoing envelope containing the following insertions:
- 1) Printed Ballot, scored and folded per printing specifications
 - 2) Voting Instructions
 - 3) VIG (mail ballot only elections)
 - 4) Miscellaneous Insert(s)
 - 5) Custom Return Envelope with printed variable voter data to include:
 - (a) Voter's Full Name
 - (b) Voter's Street Address, including Unit or Apartment Number
 - (c) IMB Barcode
 - (d) AV ID #
 - (e) AV ID Barcode
 - (f) Election Date
 - (g) Ballot Type
 - (h) Precinct Number
- e) The Registrar of Voters may revise the printed variable voter data if required in the future.
- f) Mail Ballot packets must be presorted by carrier route to minimize postage costs.
- g) Prepare Mail Ballot packets per all USPS DMM requirements and specifications, with the appropriate USPS green ballot tag, or tag color specified by USPS for balloting materials.
- h) Project management and quality control measures will ensure a 100% accurate assembly of the ballot packets. Control measures will be in place to ensure that the correct ballot is issued, only one ballot is placed in each packet, that ballots are not omitted from any packet, and that the packets are correctly grouped by mailing type.
- i) Vendor must transmit the tracking file, which includes the voterID and the IMB code for the outgoing and return envelopes, to the ballot tracking vendor designated by the Registrar of Voters.

2. Polls Ballots

- a) Padding:
 - 1) Will consist of 1, 2, or 3 ballot cards per Ballot Type.
 - 2) When multiple ballot cards are required, all cards shall be padded consecutively within the same pad. Example: Ballot Type 1- Card 1/Card 2/Card 3; Ballot Type 2- Card 1/Card 2/Card 3; Ballot Type 3- Card 1/Card 2/Card 3, etc.
 - 3) Standard pad count is 25-50 ballots per pad per Ballot Type. The Registrar of Voters maintains the option of reducing the number of ballots per pad in accordance with each election.

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b) Packaging:

- 1) Pads of ballots are to be packaged in custom boxes as dictated by Registrar of Voters.
- 2) No more than 500 ballot cards per box.
- 3) Grouped by polling place, only 1 polling place per box.
- 4) Within each box of 500 ballot cards, group and sort by Ballot Type.
- 5) Within each Ballot Type, order by Pad X of Y, starting with "1 to End".
- 6) Insert one Poll Divider Tab between each Ballot Type grouping per box.
- 7) Box Label – Custom label printed with 3 of 9 barcode fonts. (Barcode includes Poll ID and Box #) Box Poll ID 1 to end.
- 8) Other – For filler, add flat cardboard filler pads to box. Filler will be added to boxes in front of and behind ballots to fill gaps and keep ballot cards stable.
- 9) All boxes must be sealed with tamper-evident tape.

c) Palletizing:

- 1) First Sort – Depot number.
- 2) Second Sort – Poll ID.
- 3) Load on pallet by Depot number then by Poll ID, Low Depot number on bottom of the pallet.

3. Counter Ballots

a) Padding:

- 1) None required at this time.

b) Packaging:

- 1) Ballots are to be packaged in custom boxes as dictated by Registrar of Voters.
- 2) Ballots must be pre-folded per printing specifications.
- 3) Grouped and bundled by Ballot Type.
- 4) No more than 50 ballot cards per Ballot Type per banded group.
- 5) When 2 or 3 ballot cards are required, all cards shall be folded consecutively. Example: 25 cards of Ballot Type 1- Card 1/Card 2/Card 3; Ballot Type 2- Card 1/Card 2/Card 3, Ballot Type 3- Card 1/Card 2/Card 3, etc.
- 6) Package with lowest Ballot Type number appearing first in each box.
- 7) Box Label – Custom label printed with the following: "Counter Ballots", Ballot Type, and quantity per Ballot Type.
- 8) All boxes must be sealed with tamper-evident tape.

c) Palletizing:

- 1) Load on pallet with Lowest Ballot Type number on the top of the pallet.

4. Training Ballots

a) Padding:

- 1) Will consist of 1, 2, or 3 ballot cards per Ballot Type.
- 2) When multiple ballot cards are required, all cards shall be padded consecutively within the same pad. Example: Ballot Type 1- Card 1/Card 2/Card 3; Ballot Type 2- Card 1/Card 2/Card 3; Ballot Type 3- Card 1, Card 2/Card 3, etc.

Handwritten signature

- 3) Standard pad count is 25-50 ballots per pad per Ballot Type. The Registrar of Voters maintains the option of reducing the number of ballots per pad in accordance with each election.
- b) Packaging:
- 1) Pads of ballots are to be packaged in custom boxes as dictated by Registrar of Voters.
 - 2) No more than 500 ballot cards per box.
 - 3) Grouped by polling place, only 1 polling place per box.
 - 4) Within each box of 500 ballot cards, group and sort by Ballot Type.
 - 5) Within each Ballot Type, order by Pad X of Y, starting with "1 to End".
 - 6) Insert one Poll Divider Tab between each Ballot Type grouping per box.
 - 7) Box Label – Custom label printed with 3 of 9 barcode fonts. (Barcode includes Poll ID and Box #) Box Poll ID 1 to end.
 - 8) Other – For filler, add flat cardboard filler pads to box. Filler will be added to boxes in front of and behind ballots to fill gaps and keep ballot cards stable.
 - 9) All boxes must be sealed with tamper-evident tape.
- c) Palletizing:
- 1) First Sort – Depot.
 - 2) Second Sort – Poll ID.
 - 3) Load on pallet by Depot number then by Poll ID, Low Depot number on the bottom of the pallet.
5. Duplication Ballots
- a) Padding:
- 1) None required.
- b) Packaging:
- 1) Ballots are to be packaged in custom boxes as dictated by the Registrar of Voters.
 - 2) Grouped by Ballot Type.
 - 3) No more than 50 ballot cards per Ballot Type per group.
 - 4) When multiple ballot cards are required, all cards shall be banded together.
Example: 25 cards of Ballot Type 1, Card 1; then 25 cards of Ballot Type 1, Card 2;
then 25 cards of Ballot Type 3.
 - 5) Insert one Ballot Type divider tab between each Ballot Type grouping.
 - 6) Package with lowest Ballot Type number appearing first in each box.
 - 7) Box Label – Custom label printed with the following: "Duplication Ballots", Ballot Type, and quantity per Ballot Type.
 - 8) All boxes must be sealed with tamper-evident tape.
- c) Palletizing:
- 1) Load on pallet with Lowest Ballot Type number on the top of the pallet.
6. Test Ballots (Marked)
- a) Padding:
- 1) None allowed.
- b) Packaging:

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- 1) Ballots are to be packaged in custom boxes as dictated by the Registrar of Voters.
 - 2) Grouped by Test Order Number, only 1 Test Order Number per box.
 - 3) Within each box, group and sort by Ballot Type.
 - 4) Within each Ballot Type, sort by the Test Number, per Test Ballot printing specifications.
 - 5) When multiple ballot cards are required, all cards shall be consecutive within the same group of Ballot Types. Example: Ballot Type 1- Card 1/Card 2/Card 3; Ballot Type 2- Card 1/Card 2/Card 3; Ballot Type 3- Card 1/Card 2/Card 3, etc.
 - 6) Package with lowest Ballot Type number appearing first in each box.
 - 7) Box Label – Custom label printed with the following: "Test," Test Order #, Test Name, Ballot Type # to Ballot Type #, and Quantity.
 - 8) All boxes must be sealed with tamper-evident tape.
- c) Palletizing:
- 1) First Sort - Test Order Number.
 - 2) Second Sort - Ballot Type.
 - 3) Load on pallet by Test Order Number then by Ballot Type number, Lowest Test Order Number and Ballot Type number at the top of the pallet.

7. Test Ballots (Unmarked)

- a) Padding:
- 1) None allowed.
- b) Packaging:
- 1) Ballots are to be packaged in custom boxes as dictated by the Registrar of Voters.
 - 2) Grouped by Test Order Number, only 1 Test Order Number per box.
 - 3) Within each box group and sort by Ballot Type.
 - 4) Within each Ballot Type sorted by the Test Number, per Test Ballot printing specifications.
 - 5) When multiple ballot cards are required, all cards shall be consecutive within the same group of Ballot Types. Example: Ballot Type 1- Card 1/Card 2/Card 3; Ballot Type 2- Card 1/Card 2/Card 3; Ballot Type 3-Card 1/Card 2/Card 3, etc.
 - 6) Package with lowest Ballot Type number appearing first in each box.
 - 7) Box Label – Custom label printed the following: "Test," Test Order #, Test Name, Ballot Type # to Ballot Type #, and Quantity.
 - 8) All boxes must be sealed with tamper-evident tape.
- c) Palletizing:
- 1) First Sort - Test Order Number.
 - 2) Second Sort - Ballot Type.
 - 3) Load on pallet by Test Order Number then by Ballot Type number, Lowest Test Order Number and Ballot Type number at the top of the pallet.

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Delivery and Transportation

1. Vendor shall not begin deliveries of ballots until proofs have been approved by the Registrar of Voters in writing.
2. All shipping is to be FOB destination.
3. Ground transportation via dedicated trucking to USPS or the Registrar of Voters should be considered the normal method of delivery for the purpose of calculating bid pricing. Alternate methods of transportation may be negotiated as needed.
4. If the Vendor chooses to ship via air transportation either as a matter of choice or in order to meet delivery deadlines, it shall be at no additional cost to the Registrar of Voters.
5. Vendor shall provide security of ballots which is not less than those measures used by commercial bonded movers.
6. Due care shall be exercised in handling and shipping to assure arrival of materials at final destination in excellent condition. Any damage, loss, breakage, deterioration or other reason causing material not to arrive, or to arrive in other than excellent condition, shall be the responsibility of the Vendor. Vendor shall provide evidence in writing to the Registrar of Voters of the security of the ballots and integrity of the chain of custody.
7. In the event of an emergency supplemental ballot order, or if it is determined that the Registrar of Voters is responsible for a delay which would cause the Vendor to be unable to meet delivery deadlines by normal ground transportation, the Registrar of Voters or an authorized representative may authorize the use of air transportation. Charges for such air transportation would reflect the difference between ground shipment and airfreight charges incurred. Such authorization will be by phone and confirmed in writing within seven (7) days.
8. For delivery of all ballot categories (Polls Ballots, Counter Ballots, Training Ballots, Duplication Ballots, and Test Ballots), excluding the Mail Ballots category, the Vendor must include a comprehensive ballot packing slip with each ballot delivery. The ballot packing slip shall include the election name and date, Ballot Type, party information (primary elections only), and quantity.
9. Mail Ballot Delivery Specifications: In addition to the delivery and transportation instructions defined above for all ballot categories, the Mail Ballots category has additional, specific delivery and transportation requirements as follows:
 - a) Assembled Mail Ballot packets shall be entered into the USPS mail stream, pursuant to guidelines for preparing ballot materials as specified in USPS Domestic Mail Manual (DMM), on dates specified by the Registrar of Voters.

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- b) Military and overseas assembled Mail Ballot packets will be mailed using the USPS DMM Section 703.8.0, as provided by law.
- c) The Registrar of Voters will provide the permit numbers the Vendor must use for mailing all Mail Ballot packets, and the Vendor must prepare the necessary postal forms.
- d) For bulk mailing, the Vendor must deliver Mail Ballot packets to the USPS San Bernardino Processing Center, 1900 W Redlands Blvd., Redlands, CA 92373, or other San Bernardino County Postal location designated by the Registrar of Voters.
- e) Vendor shall have a system in place to track and report at the order level, through USPS delivery using IMB, and at the voter level. This system shall give the Registrar of Voters visibility to the status of each file provided to the Vendor. The ideal system will also allow the Registrar of Voters to look up an individual voter record to see the entire history from printing and assembly through scanning in the postal system.
- f) Reporting and tracking system shall be accessible online 24/7.

D. Inspection and Acceptance

1. The Vendor is charged with full responsibility for the security of ballots until acceptance of delivery at destination.
2. All products and/or services are subject to final inspection and acceptance or rejection by the Registrar of Voters. Acceptance shall be based on conformance with quality, cosmetic standards and delivery milestones. The Registrar of Voters has the authority to reject any ballots, envelopes, and/or election materials that do not meet the quality and cosmetic standards of the Registrar of Voters or the machine tabulation requirements of the 821D HiPro Scanner.
3. If the product(s) and/or service(s) are deemed unsatisfactory and rejected by the Registrar of Voters, the Vendor will be notified, and the Vendor will immediately begin procedures to replace those ballot quantities that are rejected. All quantities rejected must be replaced by the Vendor at no cost to the Registrar of Voters. The replacement process must begin immediately and will need to be completed within 48 hours or, in extreme cases, 24 hours of the order. Proposers should take this into account when preparing their Proposals. The Registrar of Voters has the authority to retain custody of any rejected products.
4. If the product(s) and/or service(s) fail to comply with the delivery milestone, including products rejected by the Registrar of Voters, and an expedited delivery set forth by the Registrar of Voters cannot be executed by the Vendor, the Vendor is subject to Liquidated Damages caused by the delay, as provided for in Section X paragraph E, Liquidated Damages.
5. Such final inspection and acceptance shall be made within a reasonable time after delivery and per previously agreed upon delivery milestone.

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E. Cost Proposal

1. Reminder – All Pricing is to be FOB Destination. Pricing will be provided on a unit cost basis for each type of ballot listed based upon the projected quantities. Project management or other additional costs, if any, will be provided separately.

*****END OF SCOPE OF WORK*****

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**County of San Bernardino
Request for Proposal No.
Official Ballot Printing and Mailing Services
Attachment E.1 - Cost Proposal**

Pricing Worksheet

Product / Service	Unit of Measurement	Price
<i>Poll Ballots</i>		
Poll Ballots: (19" ballots)		
50,000 cards or less per election	per card	\$ 0.22
50,001 - 400,000 cards per election	per card	\$ 0.22
400,001 - 800,000 cards per election	per card	\$ 0.22
800,001 cards or more per election	per card	\$ 0.22
Counter Ballots (19" ballots)	per card	\$ 0.22
Training Ballots (19" ballots)	per card	\$ 0.22
Duplicate Ballots (19" ballots)	per card	\$ 0.22
Marked Test Ballots: (19" ballots)		
PDF File created	per file	\$ 2.00
L&A	per card	\$ 0.50
First Position	per card	\$ 0.50
Unmarked Test Ballots (19" ballots)	per card	\$ 0.22
<i>Mail Ballots</i>		
Mail Ballots: (19" ballots)		
50,000 cards or less per election	per card	\$ 0.22
50,001 - 400,000 cards per election	per card	\$ 0.22
400,001 - 800,000 cards per election	per card	\$ 0.22
800,001 cards or more per election	per card	\$ 0.22
Subsequent Extracts	per voter	\$ 0.10
Envelopes:*		
Business Reply	per envelope	\$ 0.0820
Postage Required Return	per envelope	\$ 0.0820
Outer Military	per envelope	\$ 0.0860
Outer Non-Profit	per envelope	\$ 0.0860
Outer 1st Class	per envelope	\$ 0.0860
Envelope or Insert Pre-press Art Fee	per version	\$ 200.00
Envelope or Insert edit fee	per version	\$ 50.00
Voter Instructions*	per instruction	\$ 0.036
I Voted Stickers (1.875" x 1.75") Oval, 2 color, with applicatoin to insert*	each sticker	\$ 0.035
I Voted Stickers (1.875" x 1.75") Oval, 2 color, with applicatoin to wrap*	each sticker	\$ 0.030
I Voted Sticker Plate & Prep Charge	per sticker version	\$ 500.00

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Misc. Election Inserts*	per insert	<u>\$ 0.036</u>
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Assembly & Packaging

Assembly & Packaging:		
25,000 cards or less per election	per mail ballot package	<u>\$ 0.26</u>
25,001 - 200,000 cards per election	per mail ballot package	<u>\$ 0.26</u>
200,001 - 400,000 cards per election	per mail ballot package	<u>\$ 0.26</u>
400,001 cards or more per election	per mail ballot package	<u>\$ 0.26</u>
Multi-card Assembly Surcharge	per mail ballot package/card	<u>\$ 0.10</u>
Cardboard Filler	per filler	<u>\$ 0.40</u>
Divider Tabs	per divider	<u>\$ 0.30</u>
Custom Boxes for Poll Ballots	per box	<u>\$ 2.25</u>
Packaging - Special**	per card	<u>\$ 0.015</u>
Shipping		Invoiced at Cost
Freight		Invoiced at Cost

Miscellaneous Items

Admin / Setup Fees (enter description of fee and Unit of Measurement):		
Setup images	1 per election	<u>\$ -</u>
Setup Data Base	1 per election	<u>\$ -</u>
		<u> </u>
		<u> </u>
		<u> </u>

Misc. Other Charges (enter description of charge and Unit of Measurement)

Blank Ballot Base/Stock (may include scoring or perfs) 8.5" wide	each sheet	<u>\$ 0.22</u>
Round Trip (Outbound & Return Tracing	per return envelope	<u>\$ 0.03</u>
Ballot Wrap - Option replaces Stub		<u>\$ 0.13</u>
Wrap version charge: Add per each version after first version	per additional version	<u>\$ 100.00</u>
VIG 8 page (8.5" x 11")	each	<u>\$ 0.16</u>
VIG 16 page (8.5" x 11")	each	<u>\$ 0.30</u>

* Prices are guaranteed for 1st year of contract. We are seeing continous price increases from our vendors on these items and may need to adjust over the life of the contract.

** Packaging: Normal packaging is included in our ballot card pricing. This is an additional charge to fulfill requirements currently specified, which includes adding divider tabs at each precinct change, boxing ballots standing on their side, adding cardboard filler as needed.

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