

**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 Toppan Merrill, LLC for Voter Information Guide Printing and Mailing Services

RECOMMENDATION(S)

Approve **Agreement No. 21-978** with Toppan Merrill, LLC for printing and mailing services of Voter Information Guides, in an amount not to exceed \$17,000,000, 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 voter information guides and sample ballots are billed to jurisdictions that call for an election and candidates who request a candidate statement be included in the guide. 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 County Voter Information Guides (VIG) to the registered voters throughout San Bernardino County by contracting with Toppan Merrill, LLC (Merrill) for the next five years, which aligns with the County and Chief Executive Officer's goals and objectives to operate in a fiscally-responsible and business-like manner. Voter information guides are mailed to voters approximately one month before an election to assist with exercising the right to vote. These guides include a sample ballot, instructions on how to vote, candidate statements, the text of local measures, its impartial analysis, and arguments for and against the measures, and information about the assistance that ROV provides to voters who may have difficulty voting in English or have a disability.

Merrill has produced San Bernardino County's VIG for more than 20 years and will continue to provide these services under the new contract. Merrill has provided ROV with accurate, timely and cost-effective printing and delivery of the VIG to San Bernardino County voters.

PROCUREMENT

On June 17, 2021, a Request for Proposals (ROV121-ROV-4270) was released to solicit proposals for Voter Information Guide and Sample Ballot Printing and Mailing Services for a

**Agreement with Toppan Merrill, LLC for Voter Information Guide
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five-year contract period. ROV received a proposal from one vendor (Toppan Merrill, LLC). A review of the proposal was completed and it was determined that Merrill's proposal met the requirements of the RFP and it was agreed by both ROV and Purchasing to award Merrill the agreement.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Jolena Grider, Deputy County Counsel, 387-5455) on October 28, 2021; Purchasing Department (Bruce Cole, Supervising Buyer, 387-2148) on November 3, 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 Toppan Merrill, LLC for Voter Information Guide
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

21-078

SAP Number

Registrar of Voters

Department Contract Representative	Bob Page
Telephone Number	909-387-2100
Contractor	Toppan Merrill, LLC
Contractor Representative	Leslie Harwood
Telephone Number	714-690-2294
Contract Term	January 1, 2022 through December 31, 2026
Original Contract Amount	\$17,000,000
Amendment Amount	
Total Contract Amount	\$17,000,000
Cost Center	6800001000

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County (County) desires to obtain Voter Information Guide (VIG) and Sample Ballot printing and mailing services; and

WHEREAS, the County conducted a competitive process to find Toppan Merrill, LLC (Contractor) to provide these services; and

WHEREAS, the County finds Contractor qualified to provide VIG and Sample 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 this Request for Proposal (RFP).

- A.3. Contractor:** Toppan Merrill, LLC.
- 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.
- A.9. Voter Information Guide and Sample Ballot (VIG):** An informational pamphlet/booklet; its purpose is to educate voters of the specific election content that is pertinent to them. This content will consist of, candidate statements and/or local measure information, Sample Ballot pages and other election related information. The Registrar of Voters is required by the Federal Voting Rights Act and California Elections Code to produce the VIG in English and Spanish. Additional languages, other than English and Spanish, may be required during the contract period. The first half of the booklet is printed in English, and the second half in Spanish.

B. CONTRACTOR RESPONSIBILITIES

- B.1.** Provide Services described 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 two Contractor project managers (“Contractor Project Managers”) to oversee the general operations of the Project. The Contractor Project Managers will be the primary contact for all Project needs. The Contractor Project Managers 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.

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 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 of 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 two (2) business days. 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 or 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 the 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.

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 Section B. Contractor Responsibilities and Section 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 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 VIG.

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. The County has the authority to reject any VIGs and/or election materials that do not meet the quality and cosmetic standards of the County.

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 VIG and Sample 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 service(s) 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, 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 within a reasonable time after delivery and per previously agreed upon delivery milestones.

C.51 Security of VIGs and Sample Ballots

The Contractor shall take necessary steps to ensure that all VIGs and sample ballot related materials are kept secure, as well as adhere to the requirements for the destruction of unusable or leftover VIGs following every election.

Due care shall be exercised in handling, shipping and delivery to assure arrival of materials to the final destination in excellent condition. Any damage, loss, breakage, deterioration or other reason causing material not to arrive, or to arrive in anything other than excellent condition, shall be the responsibility of the Contractor. Explanation of such, with prescribed remedy, shall be provided immediately to the County in writing.

The Contractor is charged with full responsibility for the security of VIGs and Sample 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 \$17,000,000, 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. Contractor guarantees that prices quoted in Attachment B are equal to or less than prices quoted to any other Local, State or Federal government entity for services of equal or lessor scope.

F.3. The Contractor will provide an invoice within 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:

- F.3.1.** Contractor's name and address
- F.3.2.** Contractor's remittance address
- F.3.3.** Name of County Department (Registrar of Voters)
- F.3.4.** County Contract Number
- F.3.5.** Date of Order or Election
- F.3.6.** Detailed breakdown of charges
- F.3.7.** Contractor's Federal ID number
- F.3.8.** 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 invoices, whichever is later.

- F.4.** 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.5.** 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.6.** 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.7.** 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.8.** 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.

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.

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 VIGs and/or election materials will be delivered in accordance with the delivery milestones and terms of this contract.

If, upon execution of this contract, Contractor fails to deliver and/or mail the VIGs 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 VIGs 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.

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.

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 causes 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.

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*

*Toppan Merrill, LLC
1600 N. Kraemer Blvd.
Anaheim, CA 92806*

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
San Bernardino County
Deputy



Toppan Merrill, LLC

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

By ▶ *Leslie Harwood*
(Authorized signature - sign in blue ink)

Name *Leslie Harwood*
(Print or type name of person signing contract)

Title *Election Sales Manager*
(Print or Type)

Dated: _____

Address *1600* 466 N. Kraemer Blvd
Anaheim, CA 92806

FOR COUNTY USE ONLY

Approved as to Legal Form
▶ *Jolena Grider*
Jolena Grider, Deputy County Counsel
Date *11/18/21*

Reviewed for Contract Compliance
▶ _____
Date _____

Reviewed/Approved by Department
▶ *Bob Page*
Bob Page, Registrar of Voters
Date *11/19/21*



Attachment A - Scope of Work

INTRODUCTION

Purpose

All the processes and workflows outlined in this Scope of Work are the current practices the Registrar of Voters follows to produce the VIG. Certain aspects of the processes outlined are there for control measures to ensure the accuracy of the processes. Under the current practices page counts have been up to 196, which includes the cover. The Registrar of Voters is open to new ideas and options to improve the production and quality of the VIG, which includes but not limited to the following options: software used to create and edit content, binding, paper, and book sizes. Pricing for the current practice as outlined in the scope of work includes the following options:

1. Book Size
 - a. 5 3/8" x 8 3/8"
 - b. 8 1/2" x 11"
2. Binding
 - a. Saddle Stich
 - b. Glued
 - c. Provide Other Options
3. Paper Stock
 - a. Cover
 - i. Post Card Stock
 - ii. News Print
 - iii. Provide Other Options
 - b. Inside Pages
 - i. News Print
 - ii. Provide Other Options

CONTACTS AND SCHEDULES

A. Authorized Representatives, Access to Vendor's Facility

1. Authorized Representatives

Pursuant to Contract Section C., paragraph C.11 & C.13, the Registrar of Voters and the Vendor shall both designate and authorize representatives as multiple contact points to ensure that County elections are not adversely impacted. 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.

Representatives from both the Registrar of Voters and Vendor shall be available twenty-four (24) hours a day and seven (7) days a week during peak election periods to ensure the continuity of the production of the VIG.

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

2. Access to Vendor's Facility by the 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 VIG or their removal from the Vendor's facility. If Registrar of Voters approves subcontracting for services, the Vendor will inform the subcontractor of the access privileges of authorized Registrar of Voters representatives. If required by Registrar of Voters, space will also be made available on-site for Registrar of Voters proofreaders.

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.

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 one hundred forty-eight (148) days prior to an election, to as few as sixty (60) days prior to an election (E-148 through E-60). (Reference California Elections Code §12000.)
5. The Election Schedule below displays anticipated election dates, as well as the estimated quantity and category of VIGs to be ordered for each election (the illustration does not address special elections). The quantities indicated are approximations of the quantities required, and will vary for each election:

Election Date	Approximate Book Styles	Approximate Quantity
6/7/2022	60	1,300,000
11/8/2022	500	1,300,000
11/7/2023	50	200,000
3/5/2024	200	1,400,000
11/5/2024	500	1,400,000
11/4/2025	50	200,000
6/2/2026	60	1,500,000

11/3/2026	500	1,500,000
6/7/2022	60	1,300,000
11/1/2022	500	1,300,000
11/7/2023	50	200,000
3/5/2024	200	1,400,000

C. Pre-Planning Production Activities And Delivery Milestones

1. For each election, approximately at E-148, 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 the Registrar of Voters.
2. Vendor shall provide a means of transferring all election data to and from the Registrar of Voters via a secure FTP site. Data communication shall be encrypted using a minimum of 128 bits.
3. 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 production needs and delivery milestones	E-145
	Registrar of Voters to submit specifications and delivery milestones for VIG to Vendor	E-140
	Vendor to send Production Calendar to Registrar of Voters	E-137
Proofing and Production	Registrar of Voters to begin sending electronic files of inside pages to Vendor	E-109
	Vendor to begin typeset proofing cycle - English	E-108
	Vendor to begin typeset proofing cycle - Spanish	E-104
	Registrar of Voters to send electronic file(s) of Cover(s) to Vendor	E-77
	Registrar of Voters to submit quantity order for VIG	E-74
	Registrar of Voters to send Final approval of Cover(s) to Vendor	E-74
	Vendor to begin printing Cover(s)	E-70
	Registrar of Voters to submit Order of Pages to Vendor	E-65
	Registrar of Voters to send contest to style data to Vendor	E-57
	Last day for Registrar of Voters to approve English and Spanish inside page proofs	E-57
	Vendor to send assembly guide(s) to Registrar of Voters for approval	E-56
	Registrar of Voters to submit approval of assembly guide(s) to Vendor	E-55
	Vendor to submit electronic 1-ups of inside pages to Registrar of Voters for review and print approval	E-53
	Registrar of Voters to submit print approval of inside pages to Vendor	E-53
	Vendor to begin printing inside pages	E-52
	Vendor to send internet ready version(s) to Registrar of Voters	E-50
	Vendor to send in-house stock to Registrar of Voters	E-45
Vendor to begin ink-jet labeling	E-44	
Mailing Files and Mailings	Registrar of Voters to send Test Mailing File to Vendor to process CASS/NCOA	E-57
	Registrar of Voters to send Initial Mailing File to Vendor	E-47
	Vendor to begin ink-jet labeling proof cycle	E-41
	Initial mailing of VIG to Voters	E-35
	Registrar of Voters to send 1st Supplemental Mailing File to Vendor	E-26
	1st Supplemental mailing of VIG to Voters	E-19
	Registrar of Voters to send 2nd Supplemental Mailing File to Vendor	E-19
	2nd Supplemental mailing of VIG to Voters	E-12
	Registrar of Voters to send 3rd Supplemental Mailing File to Vendor	E-13
	2nd Supplemental mailing of VIG to Voters	E-6

PROJECT DESCRIPTION

A. VIG Description:

VIG consists of the following pieces:

1. **Cover:** Outside of the VIG
2. **Informational Pages:** Convey important election information to the voters. Registrar of Voters will determine the information page content, placement and priority.
3. **Sample Ballot Pages:** Representation of the Official Ballot presented in 5.5" x 8" format.
4. **Candidate Statements:** Brief statements supplied by the candidates to convey a message to voters
5. **Local Measure Text:** Supporting information to a ballot question submitted to the voters. This supporting information consists of one or many documents, such as impartial analysis, arguments, rebuttals, tax rate statements, and full texts.

B. VIG Specifications:

1. **Printing Specifications**

The following printing specifications and dimensions are general for all page categories addressed within this Scope of Work:

i. Cover Specifications

- a. Paper stock: 9pt white return postcard or equivalent (non-recycled)
- b. Ink colors:
 - 1) Outside is at least 4 colors
 - 2) Inside is at least 4 colors
- c. The covers are currently printed with blue and gold ink (plus black and red for a total of four (4) on the outside and up to four (4) colors of ink on the inside. Additional colors may be used in a Statewide Primary Election to differentiate between political parties.
- d. Front outside cover: Imprint or ink-jet required book format identifier and Ballot Style number.
- e. Back cover: Wet perforate in one direction.
- f. Back outside cover: Imprint or ink-jet required book format identifier and Ballot Style number.

ii. Inside Page Specifications

- a. Paper stock: twenty-seven (27) pound newsprint (or equivalent) or Vendor recommended stock that must be approved by the Registrar of Voters.
- b. Ink colors: Black and Gradation Screen
- c. Page coding that contains a book format identifier, Ballot Style number and page number. Vendor will create the naming convention in coordination with the Registrar of Voters.

iii. Finishing

- a. Final VIG Size: 5 3/8" x 8 3/8" (not to vary more than 1/8")
- b. Page Count: 72-200 for a Statewide Elections, 24-32 for small to mid-sized elections.
- c. Binding: Saddle-stitched on 8 3/8" side

2. **Projected Print Quantities**

Registrar of Voters will provide Vendor with a preliminary projected printed quantity of VIGs. This file is submitted as a Microsoft Excel Spreadsheet. Final print quantities will be provided once all contests and candidate information has been finalized.

3. **Order of Pages and Page Ranking**

Registrar of Voters has specific requirements for page order and page alignment for the pages of the VIG. Registrar of Voters will provide the Order of Pages as a Microsoft Excel Spreadsheet.

4. **Improvements**

Under the current practices as listed above, page counts have been up to 200, which includes the cover. The Registrar of Voters is open to new ideas and options to improve the production and quality

of the VIG, which includes but not limited to the paper and book sizes for the VIG. The scope of work also includes the following options:

- i. Book Size
 - a. 5 3/8" x 8 3/8"
 - b. 8 1/2" x 11"
- ii. Paper Stock
 - a. Cover
 - 1) Post Card Stock
 - 2) News Print
 - 3) Provide Other Options
 - b. Inside Pages
 - 1) News Print
 - 2) Provide Other Options

C. VIG Book Styles/Formats

1. Book Styles

The number of Book Styles for the VIG for any given election range from 1 to 500 individual styles. The number of book styles is equivalent to the number of Official Ballot Styles in an election. Many contests have a requirement to rotate the order of candidate names; therefore, the same set of contests can appear on multiple Ballot Styles but they will appear in a different order.

2. Book Formats

Registrar of Voters uses four VIG Book Formats:

- i. General Election Book Format consists of:
 - a. Generic informational pages
 - b. The cover, sample ballot pages, candidate statements, and local measure text associated with a particular book style
 - c. Printed and electronic (Pdf)
- ii. Presidential Primary Combined Party Election Book Format consists of:
 - a. Generic informational pages
 - b. The cover, candidate statements, and local measure text associated with a particular book style
 - c. Sample ballot pages
 - 1) Contains all non party-nominated contests for a particular book style; and
 - 2) Contains all qualified political party presidential contests and the associated central committee contests for a particular book style.
 - d. Printed and electronic (Pdf)
- iii. Presidential Primary No Party Preference Election Book Format consists of:
 - a. Generic informational pages
 - b. The cover, candidate statements, and local measure text associated with a particular book style
 - c. Sample ballot pages
 - 1) Contains all non party-nominated contests for a particular book style; and
 - 2) Contains only the qualified political party presidential contests for those parties who allowed nonpartisan voters to request their party's ballot for the presidential primary
 - d. Printed and electronic (Pdf)
- iv. Comprehensive Book Format consists of:

- A. This format is used in all elections and it contains the combined content used in every book in an election (regardless of Ballot Style).
- B. Generic informational pages
- C. Sample ballots that contain all contests in an election
- D. All candidate statements and local measures in an election
- E. Electronic (Pdf) – English and Spanish

D. Registrar of Voters Content Generation

1. Covers

The VIG cover is initially designed by Registrar of Voters using Windows Based Adobe InDesign and Illustrator software. The Cover is designed with outside and inside graphics and text. The outside back portion of the cover serves multiple functions; it is designed as a self-mailer piece and as a detachable postcard for return to Registrar of Voters. With the mailing functionality designed into this piece, it must follow the USPS Domestic Mail Manual for mail piece design.

The Cover changes every election. Hence, Registrar of Voters will provide edits to Vendor, and Vendor will in turn update the Cover using any desktop software. When the Cover has been created, finalized and approved by Registrar of Voters, the files will be submitted to the Vendor to print.

2. Informational Pages

Informational pages are created using Windows Based Microsoft Word, Adobe InDesign and Illustrator software. The software used is subject to change through the life of the contract. Because of the space restrictions given by the size of the VIG, a full page file template will need to be created by the Vendor in coordination with Registrar of Voters. The template file will enable Registrar of Voters to design the Informational pages with the exact layout that would appear in the VIG. This will represent the final layout of Informational pages in the VIG. Each informational page will be a single file, and will be submitted to Vendor after it has been finalized by Registrar of Voters.

3. Sample Ballot Pages

Registrar of Voters will provide the Dominion Sample Ballot Pages, which contains the Official Ballot contest information by Ballot Style. These pages are 8.5" x 11" and will need to be scaled down to fit a VIG page.

4. Candidate Statements

Candidate Statements are created using Windows Based Microsoft Word. Because of the space restrictions given by the size of the VIG, a half page one up file template and a full page one up template, will need to be created by Vendor, in coordination with Registrar of Voters. The template files will enable Registrar of Voters to enter the text of the candidate statements with exact layout as it would appear in the VIG. Each candidate statement will be a single file and will be submitted to Vendor after it has been finalized by Registrar of Voters.

The final layout for candidate statements will be two up on a page and full page will remain one up on page. Both two up and full page statements will have a leading Contest Title Header at the beginning of each contest. The Vendor will arrange the candidate statements within each contest by the correct list of Randomized Alphabet Drawing. The Contest Title Header file and list of Randomized Alphabet Drawing will be submitted to the Vendor as separate files.

5. Local Measure Text

Local measure text is created with Windows Based Microsoft Word. Because of the space restrictions given by the size of the VIG, a full page file template will need to be created by the Vendor in coordination with Registrar of Voters. The template file will enable Registrar of Voters to enter the text of the local measure text with exact layout as it would appear in the VIG. This will represent the final

layout of local measure text in the VIG. Each local measure text will be a single file and will be submitted to the Vendor after it has been finalized by Registrar of Voters. The order of appearance of the Measure documents will be submitted to Vendor as a separate file.

6. Improvements

The Registrar of Voters is open to new ideas and options to improve the production and quality of the VIG, which includes but not limited to the software used to create and edit content. Proposal responses should include suggested software with which the vendor has integrated their services.

E. Vendor Content Generation and Press Proofs

1. Press Proofs

From the files that Registrar of Voters submits, Vendor will be required to create Press Proofs for approval by Registrar of Voters. Vendor must deliver electronic Press Proofs within 24 hours or less of a file submission, unless otherwise mutually agreed upon. Registrar of Voters will review the proofs, and approve or disapprove each proof, in writing within 24 hours of receipt, unless otherwise mutually agreed upon.

Press Proofs are required to be identified with the following information:

i. Version Detail:

- a. Revision Number
- b. Date and Time

ii. Page Identifiers:

- a. A page name that contains an alphanumeric code and sequence number (if applicable). Vendor will create the naming convention in coordination with the Registrar of Voters.
- b. A place holder for page coding that contains a book format identifier, Ballot Style number and page number

2. Covers

From the cover files that Registrar of Voters submits, Vendor will create and proof a Press Proof. Once completed, Vendor will submit the Press Proof to Registrar of Voters for approval. Registrar of Voters will proof and approve the Press Proof.

3. Informational Pages

From the Informational page files that Registrar of Voters submits, Vendor will create and proof a one-up Press Proof. Once completed, Vendor will submit the Press Proof to Registrar of Voters for approval. Registrar of Voters will proof and approve the Press Proof.

4. Candidate Statements

From the Word document of each candidate statement that Registrar of Voters submits, Vendor will create and proof a one-up Press Proof. Once completed, Vendor will submit the Press Proof to Registrar of Voters for approval. Registrar of Voters will then proof and approve the Press Proof.

After Registrar of Voters approves all one-up Press Proof pages of candidate statements for a contest, Vendor shall compile the candidate statements for a contest in a two-up Press Proof. The Vendor will insert a header identifying the contest at the beginning of each contest. The arrangement of the candidate statements within each contest will follow the correct list of Randomized Alphabet Drawing.

Vendor will proof the two-up Press Proof page(s) by contest and submit to Registrar of Voters for approval. Registrar of Voters will proof and approve the two-up Press Proof page(s) by contest.

Due to the volume and complexity of the candidate statements, Vendor will be required to use a replicable automated process for the generation of the two up candidate statements.

5. Local Measure Text

From the local measure text files that Registrar of Voters submits, Vendor will create and proof a one-up Press Proof. Once completed, Vendor will submit the Press Proof to Registrar of Voters for approval. Registrar of Voters will proof and approve the Press Proof.

After Registrar of Voters approves all one-up Press Proof pages of measure text files, Vendor shall compile the complete measure text files by jurisdiction, in the order of appearance specified by Registrar of Voters. Vendor will proof the two-up Press Proof page(s) by jurisdiction and submit to Registrar of Voters for approval. Registrar of Voters will proof and approve the Press Proof pages.

6. Sample Ballot Pages

Sample Ballot pages are a representation of the bilingual Official Ballot. To produce the sample ballot pages the Registrar of Voters provides the Vendor with the Dominion Sample Ballot Pages, which contains the Official Ballot contest information by Ballot Style. These Sample Ballot Pages are separated into English and Spanish definitions of the contests by file.

- i. Sample Ballot Page Creation - In order to generate the sample ballot pages the Vendor will:
 - a. Download and review the Dominion Sample Ballot Pages.
 - b. Create sample ballot pages that reflect the official ballot content for each Ballot Style. Because the VIG page size is smaller than the Dominion Sample Ballot Pages, the pages will need to be scaled down to fit in the VIG.

The Dominion Sample Ballot Pages and a Plate Code will be used as a reference to cross check sample ballot pages created by the Vendor.

- 1) VIG sample ballot pages are created differently for each of the VIG book formats listed below.
- 2) Combined Book Format - built with all contests going to election (regardless of Ballot Style).
- 3) Primary Election Book Format - built with all contests including all party nominated offices that make up an individual Ballot Style.
- 4) No Party Preference Primary Election Book Format- built with all contests as well as some or all party nominated offices that make up an individual Ballot Style.
- c. Sample ballot page generation turnaround time is expected to be within 48 hours from the time the files are submitted to the Vendor. Press Proofs of the sample ballot pages are to be submitted to the Registrar of Voters for proofing.
- d. Other Language:
Registrar of Voters is required to provide all VIG content in Spanish. Additional languages, other than Spanish, may be required during the contract period.

As with English, Vendor will create and proofread their Spanish Press Proofs. After Vendor proofreads their Spanish Press Proofs, they will submit them to Registrar of Voters for approval. Registrar of Voters will proofread and approve the Press Proofs.

- ii. Sample Ballot Pages Assembly Guides
 - a. Vendor will produce two types of Assembly Guides for the sample ballot pages:
 - 1. The Sample Ballot Page Assembly Guides for the General Election Book Format, Presidential Primary Combined Party Election Book Format, and Presidential Primary No Party Preference Election Book Format will list:
 - A. Election date and title
 - B. Ballot Style
 - C. Page number
 - D. Page name
 - 2. The Sample Ballot Page Assembly Guides for the Combined Book Format will list:
 - A. Election date and title
 - B. Page number
 - C. Page name
 - b. Registrar of Voters will proof and approve the Press Proofs and Sample Ballot Page Assembly Guide.
 - c. Automated Process - Due to the volume and complexity of the sample ballot pages, the Vendor will be required to use a replicable automated process for the generation of the sample ballot pages.

F. VIG Assembly Guide

When Registrar of Voters has given the final approval on all English and Spanish VIG pages, and approve the Sample Ballot Page Assembly Guides, Vendor will create and submit the Assembly Guides for VIG. An Assembly Guide lists the unique combination of pages in a VIG per each book style. Registrar of Voters will proof and approve the Assembly Guides.

- 1. The VIG Assembly Guide for the General Election Book Format, Presidential Primary Combined Party Election Book Format, and Presidential Primary No Party Preference Election Book Format will contain:
 - i. Election date and title
 - ii. Ballot Style
 - iii. Page language
 - iv. Page number
 - v. Page name
 - vi. Page description
 - vii. A summary by Ballot Style, listing the number of page counts.
 - viii. A summary by page counts, listing number of Ballot Styles within each count, and listing the total number of pages by page count.
- 2. The Comprehensive Book Format Assembly Guide will contain:
 - i. Election date and title
 - ii. Page language
 - iii. Page number
 - iv. Page name
 - v. Page description

G. Final Press Proofs

After Registrar of Voters has approved the Assembly Guides, Vendor will create PDF press proofs for each VIG book style and submit the press proofs to Registrar of Voters for final print approval.

- 1. General Election Book Format, Presidential Primary Combined Party Election Book Format, and Presidential Primary No Party Preference Election Book Format:
 - i. Create a PDF press proof of each Ballot Style.
 - ii. The PDF press proof of each Ballot Style is a representation of each VIG Book by Ballot Style.

- iii. Registrar of Voters will proofread and approve each of the PDF press proofs by Ballot Style.
2. Comprehensive Book Format:
- i. Create a PDF press proof of the Comprehensive VIGs, both English and Spanish.
 - ii. Registrar of Voters will proofread and approve the PDF press proof of the Comprehensive VIGs.

H. Production

1. Paper printing

i. Initial prints

Vendor must be able to adapt to a rushed schedule and begin printing approved files within 24 hours of approval. Printing is expected to be completed within 3-5 days, depending on the size of the election. Total processing which includes, but is not limited to, the following: printing, drying, binding and labeling is expected to take no more than 14 days for a Statewide General Election. Vendor is expected to be available 24 hours a day, 7 days a week.

ii. Reprints

- a. Registrar of Voters may order reprinting and/or additional printing at any time.
- b. Registrar of Voters shall confirm orders for such printing in writing.

Reprinting and Additional printing shall be invoiced at the price set forth in the bid; extraordinary costs resulting from a problem caused by Registrar of Voters shall be agreed to, in writing, prior to reprinting.

Vendor shall keep all plates, artwork and negatives until the day after the election to ensure availability if reruns are required.

2. Electronic file generation

Vendor shall prepare PDF versions of each VIG book format suitable for posting on the Registrar of Voters internet website for voter access.

I. Assembly & Packaging

For all VIG book formats, Vendor will complete assembly and packaging as described below.

1. Assembly of paper VIGs

- i. Stitching - Cover and Inside Pages shall be saddle stitched and is expected to be done concurrently with the printing as soon as the product is ready.

2. Packaging of VIGs

i. Printed VIGs

- a. The procedures to be used by Vendor to package the printed VIGs for labeling are to be determined by Vendor but Registrar of Voters shall be informed of these procedures.

ii. Electronic VIGs

- a. Each VIG shall be assembled into a single PDF file and named appropriately. The naming convention will need to be created by Vendor in coordination with Registrar of Voters.
- b. All VIGs shall be combined into a single zip file and placed on the vendor's secure FTP site for the Registrar of Voters to access.

3. Improvements

Under the current practices as listed above, page counts have been up to 200, which includes the cover. The Registrar of Voters is open to new ideas and options to improve the production and quality of the VIG, which includes, but is not limited to, the binding used for the VIG. 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 binding options: saddle stitching, glued, and other suggested options.

J. Labeling

Labeling is the process that prepares the VIGs to be mailed to voters through the USPS mail system.

1. Vendor will use the supplied electronic voter file from Registrar of Voters to set up the labeling process.
2. Labeling must comply with the USPS Domestic Mail Manual.
3. The mailing operation must have the ability to label and tab the VIGs in compliance with the USPS postal regulations.
4. Vendor will submit sample label proofs (inkjet proofs) to Registrar of Voters for approval before labeling begins.
5. Registrar of Voters will proofread, verify the data and provide approval to Vendor to begin labeling. The label information will include:
 - i. Voter name
 - ii. Two line voter address
 - iii. Voter identification number
 - iv. A barcode with the voter identification number
 - v. A hard coded message from the Registrar of Voters
 - vi. A two line polling place address
 - vii. Any Vendor required QC check information
 - viii. An Intelligent Mail Barcode (IMB)
 - ix. USPS information
 - x. Ink-jet labeling may include a handicap accessibility designation.

K. Mailing

1. Registrar of Voters will specify the date of mailing in compliance with Elections Code.
2. VIGs shall be entered into the USPS mail stream, pursuant to guidelines for preparing elections materials as specified in USPS Domestic Mail Manual (DMM).
3. VIGs are to be mailed carrier route presort by Ballot Style, using non-profit status.
4. For bulk mailing, Vendor must deliver VIG to the USPS Moreno Valley Processing & Distribution Center, 23800 Cactus Avenue, Moreno Valley, or another USPS Processing Center designated by the USPS.
5. Vendor must inform the Registrar of Voters of the date and time of delivery appointment with USPS.
6. The Registrar of Voters will provide the permit numbers that the Vendor must use for mailing all VIG.
7. Vendor must prepare the necessary postal forms to complete the mailing.
8. Ground transportation via best method should be considered the normal method of delivery to the USPS for the purpose of calculating bid pricing. Alternate methods of transportation may be negotiated as needed for deliveries to the USPS or the Registrar of Voters. All shipping is to be FOB destination.
9. If 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.
10. In the event of an emergency additional VIG 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.
11. Due care shall be exercised in handling, shipping and delivery to assure arrival of materials to the final destination in excellent condition. Any damage, loss, breakage, deterioration or other reason causing

material not to arrive, or to arrive in anything other than excellent condition, shall be the responsibility of the Vendor. Explanation of such, with prescribed remedy, shall be provided immediately to the Registrar of Voters in writing.

L. Reporting

1. Registrar of Voters requires Vendor to submit reports for the following activities:
 - i. Daily production reports detailing the number of VIGs by book format printed and assembled.
 - ii. Daily production reports detailing the number of VIGs by book format labeled.
 - iii. Provide daily reports of deliveries to USPS by book format and quantity.
 - iv. The Vendor must provide a delivery slip detailing the specific quantities of VIGs by book shipped to the Registrar of Voters including the quantity of pallets, boxes and Ballot Styles per box.
2. Intelligent Mail Barcode Tracking System
Vendor shall have a tracking system in place that utilizes the Intelligent Mail Barcode that is placed on each mailed VIG.

Registrar of Voters requirements for the Tracking System include, but are not limited to:

- i. The system shall receive the report data from the USPS.
- ii. Translate the data to usable reporting information to give Registrar of Voters the ability to:
 - a. Run reports to see the transaction history of any given mail piece through all points of movement in the USPS mail stream down to the delivery to the voters.
 - b. Export the translated data in CSV or other delimited formats.

M. Printed VIGs Delivery to Registrar of Voters

1. Registrar of Voters will submit an order for a quantity of VIGs to be delivered to Registrar of Voters' office.
2. These VIGs are not labeled and shall be delivered immediately upon completion of the assembly and packaging.
3. VIGs delivered to the Registrar of Voters shall be bundled as instructed by Registrar of Voters and shall not be shrink-wrapped.
4. Book formats and Ballot Styles are not to be mixed in the boxes.
5. Boxes are to be clearly identified by book format and Ballot Styles identifiers.

N. Inspection and Acceptance

1. 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. Registrar of Voters has the authority to reject any VIGs that do not meet the quality and cosmetic standards of Registrar of Voters.
2. If the product(s) and/or service(s) are deemed unsatisfactory, and are rejected by Registrar of Voters, Vendor will be notified, and Vendor will immediately begin procedures to replace those VIG quantities that are rejected. All quantities rejected must be replaced by Vendor at no cost to 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. Registrar of Voters has the authority to retain custody of any rejected products.
3. If the product(s) and/or service(s) fail to comply with the delivery milestone, including products rejected by Registrar of Voters, and an expedited delivery set forth by Registrar of Voters cannot be executed by Vendor, Vendor is subject to Liquidated Damages caused by the delay, as provided for in Section -J, Liquidated Damages.

4. Such final inspection and acceptance shall be made within a reasonable time after delivery, and per previously agreed upon delivery milestone.

Cost Proposal

Pricing Worksheet

Product / Service	Unit of Measurement	Price
Vendor Content Generation		
Cover Page Generation	per cover	\$ 500.00
Informational Page Generation:		
English	per page	\$ 50.00
Spanish	per page	\$ 50.00
Bilingual	per page	\$ 50.00
Sample Ballot Page Generation	per ballot page	\$ 45.00
Candidate Statement Page Generation:		
English	per page	\$ 45.00
Spanish	per page	\$ 45.00
Local Measure Text Page Generation:		
English	per page	\$ 45.00
Spanish	per page	\$ 45.00
Coordination of Spanish Translations	per hour	\$ 125.00
Content Programming & Data Processing	per hour	\$ 125.00
Generation of VIG Assembly Guide - Includes Assignment & Set Up of Unique Pages for each Ballot Style	per page	\$ 2.95

Production

Printing and Binding Setup	per book style	\$ 125.00	
Print and Bind VIG's / Sample Ballots:		Digest Size	Full Size
		*Price Per Book	*Price Per Book
16 pages + cover	1,000 books or less	\$ 0.39	\$ 0.71
24 pages + cover	1,000 books or less	\$ 0.49	\$ 0.88
32 pages + cover	1,000 books or less	\$ 0.55	\$ 0.98
40 pages + cover	1,000 books or less	\$ 0.75	\$ 1.34
48 pages + cover	1,000 books or less	\$ 0.80	\$ 1.45
56 pages + cover	1,000 books or less	\$ 0.85	\$ 1.54
64 pages + cover	1,000 books or less	\$ 0.89	\$ 1.60
72 pages + cover	1,000 books or less	\$ 1.05	\$ 1.90
80 pages + cover	1,000 books or less	\$ 1.10	\$ 1.98
88 pages + cover	1,000 books or less	\$ 1.15	\$ 2.07
96 pages + cover	1,000 books or less	\$ 1.19	\$ 2.15
104 pages + cover	1,000 books or less	\$ 1.24	\$ 2.24
112 pages + cover	1,000 books or less	\$ 1.29	\$ 2.32
120 pages + cover	1,000 books or less	\$ 1.33	\$ 2.41
128 pages + cover	1,000 books or less	\$ 1.38	\$ 2.49
136 pages + cover	1,000 books or less	\$ 1.93	\$ 3.49
144 pages + cover	1,000 books or less	\$ 2.10	\$ 3.79
152 pages + cover	1,000 books or less	\$ 2.15	\$ 3.88
160 pages + cover	1,000 books or less	\$ 2.19	\$ 3.96
168 pages + cover	1,000 books or less	\$ 2.66	\$ 4.81
176 pages + cover	1,000 books or less	\$ 2.77	\$ 5.00
184 pages + cover	1,000 books or less	\$ 2.86	\$ 5.17
192 pages + cover	1,000 books or less	\$ 2.96	\$ 5.34
200 pages + cover	1,000 books or less	\$ 3.05	\$ 5.51
16 pages + cover	1,001 - 15,000 books	\$ 0.30	\$ 0.54
24 pages + cover	1,001 - 15,000 books	\$ 0.36	\$ 0.64
32 pages + cover	1,001 - 15,000 books	\$ 0.38	\$ 0.69
40 pages + cover	1,001 - 15,000 books	\$ 0.51	\$ 0.92
48 pages + cover	1,001 - 15,000 books	\$ 0.55	\$ 0.98
56 pages + cover	1,001 - 15,000 books	\$ 0.60	\$ 1.09
64 pages + cover	1,001 - 15,000 books	\$ 0.65	\$ 1.17

72 pages + cover	1,001 - 15,000 books	\$ 0.71	\$ 1.28
80 pages + cover	1,001 - 15,000 books	\$ 0.69	\$ 1.24
88 pages + cover	1,001 - 15,000 books	\$ 0.75	\$ 1.34
96 pages + cover	1,001 - 15,000 books	\$ 0.77	\$ 1.39
104 pages + cover	1,001 - 15,000 books	\$ 0.89	\$ 1.60
112 pages + cover	1,001 - 15,000 books	\$ 0.83	\$ 1.49
120 pages + cover	1,001 - 15,000 books	\$ 0.85	\$ 1.54
128 pages + cover	1,001 - 15,000 books	\$ 0.89	\$ 1.60
136 pages + cover	1,001 - 15,000 books	\$ 0.98	\$ 1.77
144 pages + cover	1,001 - 15,000 books	\$ 1.09	\$ 1.96
152 pages + cover	1,001 - 15,000 books	\$ 1.11	\$ 2.00
160 pages + cover	1,001 - 15,000 books	\$ 1.13	\$ 2.05
168 pages + cover	1,001 - 15,000 books	\$ 1.59	\$ 2.88
176 pages + cover	1,001 - 15,000 books	\$ 1.64	\$ 2.96
184 pages + cover	1,001 - 15,000 books	\$ 1.69	\$ 3.05
192 pages + cover	1,001 - 15,000 books	\$ 1.75	\$ 3.15
200 pages + cover	1,001 - 15,000 books	\$ 1.79	\$ 3.24
16 pages + cover	15,001 - 30,000 books	\$ 0.18	\$ 0.32
24 pages + cover	15,001 - 30,000 books	\$ 0.19	\$ 0.35
32 pages + cover	15,001 - 30,000 books	\$ 0.20	\$ 0.37
40 pages + cover	15,001 - 30,000 books	\$ 0.29	\$ 0.52
48 pages + cover	15,001 - 30,000 books	\$ 0.31	\$ 0.56
56 pages + cover	15,001 - 30,000 books	\$ 0.32	\$ 0.58
64 pages + cover	15,001 - 30,000 books	\$ 0.35	\$ 0.62
72 pages + cover	15,001 - 30,000 books	\$ 0.40	\$ 0.73
80 pages + cover	15,001 - 30,000 books	\$ 0.43	\$ 0.77
88 pages + cover	15,001 - 30,000 books	\$ 0.45	\$ 0.81
96 pages + cover	15,001 - 30,000 books	\$ 0.45	\$ 0.81
104 pages + cover	15,001 - 30,000 books	\$ 0.50	\$ 0.90
112 pages + cover	15,001 - 30,000 books	\$ 0.52	\$ 0.94
120 pages + cover	15,001 - 30,000 books	\$ 0.52	\$ 0.94
128 pages + cover	15,001 - 30,000 books	\$ 0.56	\$ 1.00
136 pages + cover	15,001 - 30,000 books	\$ 0.75	\$ 1.34
144 pages + cover	15,001 - 30,000 books	\$ 0.80	\$ 1.45
152 pages + cover	15,001 - 30,000 books	\$ 0.83	\$ 1.49
160 pages + cover	15,001 - 30,000 books	\$ 0.85	\$ 1.54
168 pages + cover	15,001 - 30,000 books	\$ 1.32	\$ 2.39
176 pages + cover	15,001 - 30,000 books	\$ 1.36	\$ 2.45
184 pages + cover	15,001 - 30,000 books	\$ 1.39	\$ 2.51
192 pages + cover	15,001 - 30,000 books	\$ 1.43	\$ 2.58
200 pages + cover	15,001 - 30,000 books	\$ 1.47	\$ 2.66
16 pages + cover	30,001 books or more	\$ 0.17	\$ 0.30
24 pages + cover	30,001 books or more	\$ 0.18	\$ 0.32
32 pages + cover	30,001 books or more	\$ 0.19	\$ 0.35
40 pages + cover	30,001 books or more	\$ 0.28	\$ 0.49
48 pages + cover	30,001 books or more	\$ 0.29	\$ 0.52
56 pages + cover	30,001 books or more	\$ 0.30	\$ 0.54
64 pages + cover	30,001 books or more	\$ 0.32	\$ 0.58
72 pages + cover	30,001 books or more	\$ 0.38	\$ 0.69
80 pages + cover	30,001 books or more	\$ 0.39	\$ 0.71
88 pages + cover	30,001 books or more	\$ 0.42	\$ 0.75
96 pages + cover	30,001 books or more	\$ 0.43	\$ 0.77
104 pages + cover	30,001 books or more	\$ 0.46	\$ 0.83
112 pages + cover	30,001 books or more	\$ 0.49	\$ 0.88
120 pages + cover	30,001 books or more	\$ 0.49	\$ 0.88
128 pages + cover	30,001 books or more	\$ 0.51	\$ 0.92
136 pages + cover	30,001 books or more	\$ 0.70	\$ 1.26
144 pages + cover	30,001 books or more	\$ 0.76	\$ 1.37
152 pages + cover	30,001 books or more	\$ 0.78	\$ 1.41
160 pages + cover	30,001 books or more	\$ 0.79	\$ 1.43

168 pages + cover	30,001 books or more	\$ 1.28	\$ 2.30
176 pages + cover	30,001 books or more	\$ 1.31	\$ 2.37
184 pages + cover	30,001 books or more	\$ 1.33	\$ 2.41
192 pages + cover	30,001 books or more	\$ 1.37	\$ 2.47
200 pages + cover	30,001 books or more	\$ 1.40	\$ 2.54

Mailing

Initial & Supplemental Mailings:

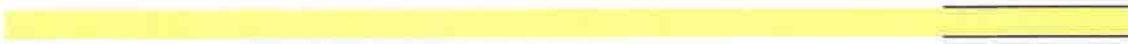
Mailing Programming & Data Processing	per hour	\$ 125.00
Setup Each Book Style	per book style	\$ 13.800
Presort by Carrier Route by Ballot Style	1,000 books or less	\$ 0.010
Ink Jet Label, Barcode, Tie & Sack	1,000 books or less	\$ 0.025
Affix (3) Tabs	1,000 books or less	\$ 0.027
Print and Hand Affix Pressure Sensitive Labels	1,000 books or less	\$ 0.103
Hand Affix First Class Indicia Label	1,000 books or less	\$ 0.104
Hand Affix (3) Tabs	1,000 books or less	\$ 0.090
Merge for Maximum Postal Discount	1,000 books or less	
Presort by Carrier Route by Ballot Style	1,001 - 10,000 books	\$ 0.010
Ink Jet Label, Barcode, Tie & Sack	1,001 - 10,000 books	\$ 0.025
Affix (3) Tabs	1,001 - 10,000 books	\$ 0.027
Print and Hand Affix Pressure Sensitive Labels	1,001 - 10,000 books	\$ 0.103
Hand Affix First Class Indicia Label	1,001 - 10,000 books	\$ 0.104
Hand Affix (3) Tabs	1,001 - 10,000 books	\$ 0.090
Merge for Maximum Postal Discount	1,001 - 10,000 books	
Presort by Carrier Route by Ballot Style	10,001 - 100,000 books	\$ 0.010
Ink Jet Label, Barcode, Tie & Sack	10,001 - 100,000 books	\$ 0.025
Affix (3) Tabs	10,001 - 100,000 books	\$ 0.027
Print and Hand Affix Pressure Sensitive Labels	10,001 - 100,000 books	\$ 0.103
Hand Affix First Class Indicia Label	10,001 - 100,000 books	\$ 0.104
Hand Affix (3) Tabs	10,001 - 100,000 books	\$ 0.090
Merge for Maximum Postal Discount	10,001 - 100,000 books	
Presort by Carrier Route by Ballot Style	100,001 books or more	\$ 0.010
Ink Jet Label, Barcode, Tie & Sack	100,001 books or more	\$ 0.025
Affix (3) Tabs	100,001 books or more	\$ 0.026
Print and Hand Affix Pressure Sensitive Labels	100,001 books or more	\$ 0.100
Hand Affix First Class Indicia Label	100,001 books or more	\$ 0.101
Hand Affix (3) Tabs	100,001 books or more	\$ 0.088
Merge for Maximum Postal Discount	100,001 books or more	
Delivery to Local Post Office	per delivery	\$ 759.000

Electronic File Generation

Electronic Media Programming & Data Processing	per hour	\$ 125.00
VIG Electronic File Generation / Assignment & Set Up of Unique Pages for each Ballot Style:	per page	\$ 1.25

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

Minimum charge per mailing function	\$ 500.00
Minimum labor per mailing	\$ 1,550.00
Additional PMS colors @\$3/M	\$ -



*Price per book needs to be populated for all scenarios, whether there is a quantity provided or not.