

SERIAL 05155 SS PRINTING AND DISTRIBUTION OF ELECTION BALLOTS

DATE OF LAST REVISION: March 24, 2008 CONTRACT END DATE: December 31, 2010

CONTRACT PERIOD THROUGH DECEMBER 31, 2010

TO: All Departments

FROM: Department of Materials Management

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

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **December 07, 2005**.

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

Wes Baysinger, Director
Materials Management

BW/mm
Attach

Copy to: Clerk of the Board
 Mitch Etter, Election
 Materials Management

(Please remove Serial 99174-RFP from your contract notebooks)



CONTRACT

SERIAL 05155-SS

This Contract is entered into this 7th day of December, 2005 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Runbeck Elections Services Inc, an Arizona corporation ("Contractor") for the purchase of printing and distribution of election ballots services.

1.0 TERM

1.1 This Contract is for a term of five (5) years, beginning on the 7th day of December, 2005 and ending the 31st day of December 2010.

2.0 PAYMENT

2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum stated in Final Pricing, attached hereto and incorporated herein as Exhibit "A." Payment shall be made as set forth in the RFP and or the Best and Final Offer.

2.2 Payment under this Contract shall be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the purchase order. Invoices shall contain the following information: contract number, purchase order number, item numbers, description of supplies and/or services, sizes quantities, unit prices, and extended totals and applicable sales/use tax. The County is not subject to excise tax.

3.0 DUTIES

3.1 The Contractor shall perform all duties stated in the Agreed Scope of Work, attached hereto and incorporated herein as Exhibit "B."

4.0 TERMS & CONDITIONS

4.1 INDEMNIFICATION AND INSURANCE:

4.1.1 INDEMNIFICATION

4.1.2 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

4.1.3 Insurance Requirements.

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

CONTRACTOR'S insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

4.1.3.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which

coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

4.1.3.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

4.1.3.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

CONTRACTOR waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

4.1.4 Certificates of Insurance.

4.1.4.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

4.1.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

4.2 REQUIREMENT OF CONTRACT BOND:

Concurrently with the submittal of the Contract, the Contractor shall furnish the Contracting Agency the following bond, which shall become binding upon the award of the contract to the Contractor.

- (A) A Performance Bond equal to \$300,000.00 upon the faithful performance of the Contract in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the Contracting Agency awarding the Contract.
- (B) A Payment Bond equal \$300,000.00 solely for the protection of claimants supplying labor or materials to the Contractor or his Subcontractors in the prosecution of the work provided for in such Contract.

Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.

Each bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

4.3 NOTICES:

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

For County:

Maricopa County
Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona

For Contractor:

4.4 REQUIREMENTS CONTRACT:

Contractor signifies its understanding and agreement by signing this document, that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made. Orders will only be placed when County identifies a need and issues a purchase order.

Contractor shall take no action under this Contract unless specifically requested by County, which shall submit a written purchase order to Contractor requesting that work be performed or product be delivered.

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

Contractor agrees to accept verbal cancellation of purchase orders.

4.5 ESCALATION:

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Anniversary date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Producer Price Index or by performing a market survey.

4.6 TERMINATION:

The County may unconditionally terminate this Contract for convenience at any time by giving the other party at least ninety (90) days written notice; provided that in the event that Runbeck Election Services has, prior to receipt of a notice of termination of convenience under this provision, reasonably committed for costs or expenditures solely related to the furtherance of this contract, which costs or expenditures are non-cancelable, the County agrees to reimburse Runbeck Election Services. Such reimbursable costs and expenditures will not include any which can be used by Runbeck Election Services for other than the performance of this agreement, and in no event will include the employee compensation or consultant compensation.

4.7 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

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

4.8 OFFSET FOR DAMAGES;

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

4.9 ADDITIONS/DELETIONS OF SERVICE:

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

4.10 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

4.11 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.12 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.13 AUDIT DISALLOWANCES:

If at any time County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

4.14 VALIDITY:

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

4.15 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.16 INTEGRATION

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

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

CONTRACTOR

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

ADDRESS

DATE

MARICOPA COUNTY

BY: _____
DIRECTOR, MATERIALS MANAGEMENT

DATE

BY: _____
CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

MARICOPA COUNTY ATTORNEY

DATE

EXHIBIT A PRICING

VENDOR NAME: Runbeck Election Services Inc.
 VENDOR NUMBER: W000005641 X
2404 W. 14TH STREET #110, TEMPE, AZ 85281
 VENDOR ADDRESS: 2211 S. 48th Street, Tempe, Arizona 85282
 VENDOR PHONE NUMBER: 602-230-0510
 VENDOR FAX NUMBER: 602-437-1411
 VENDOR WEB SITE: runbeckgraphics.com
 VENDOR REPRESENTATIVE: Kevin Runbeck
 VENDOR REPRESENTATIVE'S E-MAIL: krunbeck@runbeckelections.com

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: XX YES

PAYMENT TERMS:

1 % 20, NET 21

RUNNING COST = PRESS TIME, PAPER, INK, BINDERY, DELIVERY, CARTONS, SCORING AND FOLDING.

MAKE READY COST = WASTE PAPER, TIME TO HANG PLATES ON PRESS, PLATE CHARGES, FILM OUTPUT, FILM PREPARATION AND PROOFS.

1.0 PRICES

1.1	PRINTING BALLOTS: (Includes price per printed ballot and delivery with color for primary, general, jurisdictional, special or any County-wide election.)	PRIMARY ELECTION RUNNING COST PER BALLOT	PRIMARY ELECTION MAKE READY COST PER BALLOT	GENERAL ELECTION RUNNING COST PER BALLOT	GENERAL ELECTION MAKE READY COST PER BALLOT	JURISDICTIONAL RUNNING COST PER BALLOT	JURISDICTIONAL MAKE READY COST PER BALLOT
1.1.1	One Column – 3.69" X 20" L (single sided) per ballot		To long to produce			XXX	\$ *
1.1.2	One Column – 3.69" X 19" L (single sided) per ballot		To long to produce			XXX	\$ *
1.1.3	One Column – 3.69" X 18" L (single sided) per ballot					\$0.148	\$ *
1.1.4	One Column – 3.69" X 17" L (single sided) per ballot					\$0.148	\$ *
1.1.5	One Column – 3.69" X 16" L (single sided) per ballot					\$0.148	\$ *
1.1.6	One Column – 3.69" X 15" L (single sided) per ballot					\$0.148	\$ *

			PRIMARY ELECTION RUNNING COST PER BALLOT	PRIMARY ELECTION MAKE READY COST PER BALLOT	GENERAL ELECTION RUNNING COST PER BALLOT	GENERAL ELECTION MAKE READY COST PER BALLOT	JURISDICTIONAL RUNNING COST PER BALLOT	JURISDICTIONAL MAKE READY COST PER BALLOT
1.1.7	One Column – 3.69" X 14" L (single sided) per ballot						\$0.148	\$ *
1.1.8	One Column – 3.69" X 13" L (single sided) per ballot						\$0.148	\$ *
1.1.9	One Column – 3.69" X 12" L (single sided) per ballot						\$0.148	\$ *
1.1.10	Two Column – 6.72" X 20" L (single sided) per ballot	To long to produce					XXX	\$ *
1.1.11	Two Column – 6.72" X 19" L (single sided) per ballot	To long to produce					XXX	\$ *
1.1.12	Two Column – 6.72" X 18" L (single sided) per ballot						\$0.1734	\$ *
1.1.13	Two Column – 6.72" X 17" L (single sided) per ballot						\$0.1734	\$ *
1.1.14	Two Column – 6.72" X 16" L (single sided) per ballot						\$0.1734	\$ *
1.1.15	Two Column – 6.72" X 15" L (single sided) per ballot						\$0.1734	\$ *
1.1.16	Two Column – 6.72" X 14" L (single sided) per ballot						\$0.1734	\$ *
1.1.17	Two Column – 6.72" X 13" L (single sided) per ballot						\$0.1734	\$ *
1.1.18	Two Column – 6.72" X 12" L (single sided) per ballot						\$0.1734	\$ *
1.1.19	Three Column – 9.75" X 21" L (single sided) per ballot		\$0.3101	\$ *	\$0.2618	\$ *	\$0.2518	\$ *
1.1.20	Three Column – 9.75" X 20" L (single sided) per ballot		\$0.3101	\$ *	\$0.2618	\$ *	\$0.2518	\$ *
1.1.21	Three Column – 9.75" X 19" L (single sided) per ballot		\$0.3101	\$ *	\$0.2618	\$ *	\$0.2518	\$ *
1.1.22	Three Column – 9.75" X 18" L (single sided) per ballot		\$0.2901	\$ *	\$0.2418	\$ *	\$0.2328	\$ *

			PRIMARY ELECTION RUNNING COST PER BALLOT	PRIMARY ELECTION MAKE READY COST PER BALLOT	GENERAL ELECTION RUNNING COST PER BALLOT	GENERAL ELECTION MAKE READY COST PER BALLOT	JURISDICTIONAL RUNNING COST PER BALLOT	JURISDICTIONAL MAKE READY COST PER BALLOT
1.1.23	Three Column – 9.75" X 17" L (single sided) per ballot		\$0.2901	\$ *	\$0.2418	\$ *	\$0.2328	\$ *
1.1.24	Three Column – 9.75" X 16" L (single sided) per ballot		\$0.2901	\$ *	\$0.2418	\$ *	\$0.2328	\$ *
1.1.25	Three Column – 9.75" X 15" L (single sided) per ballot		\$0.2901	\$ *	\$0.2418	\$ *	\$0.2328	\$ *
1.1.26	Three Column – 9.75" X 14" L (single sided) per ballot		\$0.2901	\$ *	\$0.2418	\$ *	\$0.2328	\$ *
1.1.27	Three Column – 9.75" X 13" L (single sided) per ballot		\$0.2901	\$ *	\$0.2418	\$ *	\$0.2328	\$ *
1.1.28	Three Column – 9.75" X 12" L (single sided) per ballot		\$0.2901	\$ *	\$0.2418	\$ *	\$0.2328	\$ *
1.1.29	One Column – 3.69" X 20" L (both sides) per ballot	To long to produce					XXX	\$ *
1.1.30	One Column – 3.69" X 19" L (both sides) per ballot	To long to produce					XXX	\$ *
1.1.31	One Column – 3.69" X 18" L (both sides) per ballot						\$0.1649	\$ *
1.1.32	One Column – 3.69" X 17" L (both sides) per ballot						\$0.1649	\$ *
1.1.33	One Column – 3.69" X 16" L (both sides) per ballot						\$0.1649	\$ *
1.1.34	One Column – 3.69" X 15" L (both sides) per ballot						\$0.1649	\$ *
1.1.35	One Column – 3.69" X 14" L (both sides) per ballot						\$0.1649	\$ *
1.1.36	One Column – 3.69" X 13" L (both sides) per ballot						\$0.1649	\$ *
1.1.37	One Column – 3.69" X 12" L (both sides) per ballot						\$0.1649	\$ *
1.1.38	Two Column – 6.72" X 20" L (both sides) per ballot	To long to produce					XXX	\$ *

			PRIMARY ELECTION RUNNING COST PER BALLOT	PRIMARY ELECTION MAKE READY COST PER BALLOT	GENERAL ELECTION RUNNING COST PER BALLOT	GENERAL ELECTION MAKE READY COST PER BALLOT	JURISDICTION AL RUNNING COST PER BALLOT	JURISDICTION AL MAKE READY COST PER BALLOT
1.1.39	Two Column – 6.72" X 19" L (both sides) per ballot	To long to produce					XXX	\$ *
1.1.40	Two Column – 6.72" X 18" L (both sides) per ballot						\$0.2012	\$ *
1.1.41	Two Column – 6.72" X 17" L (both sides) per ballot						\$0.2012	\$ *
1.1.42	Two Column – 6.72" X 16" L (both sides) per ballot						\$0.2012	\$ *
1.1.43	Two Column – 6.72" X 15" L (both sides) per ballot						\$0.2012	\$ *
1.1.44	Two Column – 6.72" X 14" L (both sides) per ballot						\$0.2012	\$ *
1.1.45	Two Column – 6.72" X 13" L (both sides) per ballot						\$0.2012	\$ *
1.1.46	Two Column – 6.72" X 12" L (both sides) per ballot						\$0.2012	\$ *
1.1.47	Three Column – 9.75" X 21" L (both sides) per ballot		\$0.3301	\$ *	\$0.2778	\$ *	\$0.3	\$ *
1.1.48	Three Column – 9.75" X 20" L (both sides) per ballot		\$0.3301	\$ *	\$0.2778	\$ *	\$0.3	\$ *
1.1.49	Three Column – 9.75" X 19" L (both sides) per ballot		\$0.3301	\$ *	\$0.2778	\$ *	\$0.3	\$ *
1.1.50	Three Column – 9.75" X 18" L (both sides) per ballot		\$0.3101	\$ *	\$0.2578	\$ *	\$0.28	\$ *
1.1.51	Three Column – 9.75" X 17" L (both sides) per ballot		\$0.3101	\$ *	\$0.2578	\$ *	\$0.28	\$ *
1.1.52	Three Column – 9.75" X 16" L (both sides) per ballot		\$0.3101	\$ *	\$0.2578	\$ *	\$0.28	\$ *
1.1.53	Three Column – 9.75" X 15" L (both sides) per ballot		\$0.3101	\$ *	\$0.2578	\$ *	\$0.28	\$ *
1.1.54	Three Column – 9.75" X 14" L (both sides) per ballot		\$0.3101	\$ *	\$0.2578	\$ *	\$0.28	\$ *

		PRIMARY ELECTION RUNNING COST PER BALLOT	PRIMARY ELECTION MAKE READY COST PER BALLOT	GENERAL ELECTION RUNNING COST PER BALLOT	GENERAL ELECTION MAKE READY COST PER BALLOT	JURISDICTIONAL RUNNING COST PER BALLOT	JURISDICTIONAL MAKE READY COST PER BALLOT
1.1.55	Three Column – 9.75" X 13" L (both sides) per ballot	\$0.3101	\$ *	\$0.2578	\$ *	\$0.28	\$ *
1.1.56	Three Column – 9.75" X 12" L (both sides) per ballot	\$0.3101	\$ *	\$0.2578	\$ *	\$0.28	\$ *

1.2 BALLOT SHELLS: (Includes price per ballot shell and delivery with color for primary, general, jurisdictional, special or any County-wide election.)

Primary Election	PRIMARY ELEC. RUNNING COST PER SHELL	PRIMARY ELEC. MAKE READY COST PER SHELL
1.2.1 Three Column (9.75" X 21")	\$0.17	\$ *
1.2.2 Three Column (9.75" X 20")	\$0.17	\$ *
1.2.3 Three Column (9.75" X 19")	\$0.17	\$ *
1.2.4 Three Column (9.75" X 18")	\$0.15	\$ *
1.2.5 Three Column (9.75" X 17")	\$0.15	\$ *
1.2.6 Three Column (9.75" X 16")	\$0.15	\$ *
1.2.7 Three Column (9.75" X 15")	\$0.15	\$ *
1.2.8 Three Column (9.75" X 14")	\$0.15	\$ *
1.2.9 Three Column (9.75" X 13")	\$0.15	\$ *
1.2.10 Three Column (9.75" X 12")	\$0.15	\$ *
Printing on back add	\$0.02	

General Election				GENERAL ELEC. RUNNING COST PER SHELL	GENERAL ELEC. MAKE READY COST PER SHELL
1.2.11 Three Column (9.75" X 21")				\$0.17	\$ *
1.2.12 Three Column (9.75" X 20")				\$0.17	\$ *
1.2.13 Three Column (9.75" X 19")				\$0.17	\$ *
1.2.14 Three Column (9.75" X 18")				\$0.15	\$ *
1.2.15 Three Column (9.75" X 17")				\$0.15	\$ *
1.2.16 Three Column (9.75" X 16")				\$0.15	\$ *
1.2.17 Three Column (9.75" X 15")				\$0.15	\$ *
1.2.18 Three Column (9.75" X 14")				\$0.15	\$ *
1.2.19 Three Column (9.75" X 13")				\$0.15	\$ *
1.2.20 Three Column (9.75" X 12")				\$0.15	\$ *
			Printing color stripe	\$0.02	
Jurisdictional Election				JURISDICTIONAL RUNNING COST PER SHELL	JURISDICTIONAL MAKE READY COST PER SHELL
1.2.21 Three Column (9.75" X 21")				\$0.15	\$ *
1.2.22. Three Column (9.75" X 20")				\$0.15	\$ *
1.2.23 Three Column (9.75" X 19")				\$0.15	\$ *
1.2.24 Three Column (9.75" X 18")				\$0.13	\$ *

1.2.25 Three Column (9.75" X 17")			\$0.13	\$ *
1.2.26 Three Column (9.75" X 16")			\$0.13	\$ *
1.2.27 Three Column (9.75" X 15")			\$0.13	\$ *
1.2.28 Three Column (9.75" X 14")			\$0.13	\$ *
1.2.29 Three Column (9.75" X 13")			\$0.13	\$ *
1.2.30 Three Column (9.75" X 12")			\$0.13	\$ *
		Printing on back add	\$0.02	

1.3 PRINTING AND MAILING SAMPLE BALLOTS: (Per thousand for primary, general and jurisdictional elections for all sizes given in Section 2.11.)

		RUNNING COST PER SAMPLE BALLOT	MAKE READY COST PER SAMPLE BALLOT			
1.3.1 Legal size		N/A	\$ *			
1.3.1.1		N/A	\$ *			
1.3.1.2		N/A	\$ *			
1.3.1.3		N/A	\$ *			
1.3.1.4		N/A	\$ *			
1.3.2 Primary (23 1/2 X 10 1/2)		\$0.2110	\$ *	for 900,000 (qty)		
1.3.2.1		N/A	\$ *			
1.3.2.2		N/A	\$ *			
1.3.2.3		N/A	\$ *			
1.3.2.4		N/A	\$ *			

1.3.3	General (24 7/8 X 19)	\$0.2550	\$ *	for 820,000 (qty)	
1.3.3.1		N/A	\$ *		
1.3.3.2		N/A	\$ *		
1.3.3.3		N/A	\$ *		
1.3.3.4		N/A	\$ *		
1.3.4	Jurisdictional (8 1/2 X 14)	\$0.0810	\$ *	for quantities as stated in Sec 2.11	
1.3.5.1	Primary Election	\$57.50		for 900,000 (qty)	
1.3.5.1.1		\$			
1.3.5.1.2		\$			
1.3.5.1.3		\$			
1.3.5.1.4		\$			
1.3.5.2	General Election	\$55.00		for 820,000 (qty)	
1.3.5.2.1		\$			
1.3.5.2.2		\$			
1.3.5.2.3		\$			
1.3.5.2.4		\$			
1.3.5.3	Jurisdictional Election	\$53.50		for 400,000 (qty)	
1.3.5.3.1		\$55.00		for 200,000 (qty) to 400,000 (qty)	
1.3.5.3.2		\$56.50		for 0 (qty) to 200,000 (qty)	
1.3.5.3.3		\$			
1.3.5.3.4		\$			
1.3.5.4	Tabbing	\$		for 9000,000 (qty)	
1.3.5.4.1		\$		for _____ (qty) to _____ (qty)	
1.3.5.4.2		\$		for _____ (qty) to _____ (qty)	
1.3.5.4.3		\$		for _____ (qty) to _____ (qty)	
1.3.5.4.4		\$		for _____ (qty) to _____ (qty)	

1.4 **Producing the Early Ballot Affidavit Envelopes**

1.4.1	<u>Printing per thousand</u>						
	1.4.1.1		100 M to 249 M				\$78.41
	1.4.1.2		250 M to 499 M				\$46.64
	1.4.1.3		500 M to 999 M				\$36.06
	1.4.1.4		1,000 M +				\$30.42
1.5	Producing the Early Ballot Mail Envelopes						
1.5.1	<u>Printing per thousand</u>						
	1.5.1.1		100 M to 249 M				\$61.85
	1.5.1.2		250 M to 499 M				\$44.56
	1.5.1.3		500 M to 999 M				\$38.78
	1.5.1.4		1,000 M +				\$35.47
1.6	Printing of Early Ballot Inserts						
1.6.1	<u>8 1/2" x 11" Duplex - Letter Fold Printing per thousand</u>						
	Affix "I Voted" Sticker						
	1.6.1.1		300 M to 500 M				\$65.52
	1.6.1.2						
	1.6.1.3						
	1.6.1.4						
1.6.2	<u>11" x 17" Duplex - Printing per thousand</u>						
	1.6.2.1		400 M to 599 M				\$44.36
	1.6.2.2		600 M to 800 M				\$39.75
	1.6.2.3		800 M +				\$37.90
	1.6.2.4						

1.7	Preparation, Inserting, Labeling (Inkjet), Sorting, Metering, Bundling, Tracking of Outbound Early Ballots						
1.7.1	<u>Printing per thousand</u>						
	1.7.1.1	< 50 M					\$ 1,650.00
	1.7.1.2	50 M to 399 M					\$ 1,510.00
	1.7.1.3	400 M to 999 M					\$ 1,440.00
	1.7.1.4	1,000 M+					\$ 1,320.00
1.8	Scanning, Sorting and Packaging of Returned Early Ballots						
1.8.1	<u>Printing per thousand</u>						
	1.8.1.1	< 50 M					\$ 1,100.00
	1.8.1.2	50 M to 399 M					\$ 980.00
	1.8.1.3	400 M to 999 M					\$ 950.00
	1.8.1.4	1,000 M+					\$ 890.00
1.9	Printing of Registers and Rosters						
1.9.1	Signature Roster Copy 1	**					
1.9.2	Signature Roster Copy 5	**					
1.9.3	Register Copy 2	**					
1.9.4	Register Copy 3	**					
1.9.5	Register Copy 4	**					
1.9.6	Add-on Roster Pages	.035 per record					
1.9.7	Add-on Register Pages	.035 per record					
1.9.8	Deletes Pages	.035 per record					
	** Registers and Rosters are calculated based on the number of registered voters and polling places in a given election. Please refer to the pricing matrix.						

1.10	Independent Primary Sample Ballot Printing	
1.10.1	2 page (8 1/2 x 11 White Duplex - 300,000)	\$ 0.57
1.10.2	3 page (8 1/2 x 11 White Duplex - 300,000)	\$ 0.67
1.10.3	4 page (8 1/2 x 11 White Duplex - 300,000)	\$ 0.77
1.11	Folding, Inserting	
1.11.1	#10 Window Envelope (300,000)	included in above
1.12	Mail Preperation and Delivery to Postal Service	included in above

1.13 **Labor rate outside Scope of Work (per hour)** \$20.00 to \$200.00 per hour

Laser Printing of Ballot Shells

5 Zante Illumina laser printers that will be modified by RES for ballot printing can be provided including toner and service, to the County, for use at satellite election offices.

Cost per ballot printed on RES Laser Printer \$ 0.40
 (not including ballot shell)

**Postage required to mail any of the above pieces is additional and is to be paid directly to the USPS.
 Any applicable taxes will be additional. The current sales tax of 8.1% should be added to all of the above pricing except mailing services.**

* These prices are included in the running time.

Exhibit B

05155

1.0 INTENT:

The intent of this contract is to perform the following:

- 1.1 The contractor shall provide printing, delivery, mailing requirements preparation, mailing, tracking of mailed early ballots (outgoing and incoming) and the sorting and packaging of election ballots, required early ballot inserts, sample ballots and election day registers and rosters.

2.0 SCOPE OF WORK:

2.1 GENERAL SPECIFICATIONS:

- 2.1.1 Contractor shall print all ballots for Maricopa County, Arizona. Authorized representatives from Maricopa County Materials Management and the Elections Department (MCED) may inspect Contractor's premises and equipment to verify Contract performance. MCED Director may designate MCED staff to be on site during any printing, mailing, inserting or otherwise.
- 2.1.2 Mailing of Early Ballots and Sample Ballots shall be from the United States Post Office at which MCED has the mailing permit.
- 2.1.3 Contractor shall have sufficient trucks to deliver all Ballots, Sample Ballots and Ballot Shells. All deliveries shall be made F.O.B. DESTINATION to the following locations:
 - 2.1.3.1 Polling Place Ballots -- (Primary, General and Jurisdictional) All delivered to 315 West Buchanan Street, Phoenix.
 - 2.1.3.2 Sample Ballots -- (Primary, General and Jurisdictional) Delivered to U.S. Post Office with over runs to 315 West Buchanan Street, Phoenix.
 - 2.1.3.3 Ballot Shells - All delivered to 315 West Buchanan Street, Phoenix.
- 2.1.4 Errors made by Contractor in printing and/or mailing, will be absorbed by Contractor, (i.e. all costs for reprinting and/or re-mailing). The decision of the County shall be final and conclusive in deciding whether to reprint and/or re-mail in the event any Contractor error is discovered. If an error is found on election material caused by the MCED, a negotiated settlement between County and the Contractor shall take place for any additional amounts owed to the Contractor. The Contractor shall provide comprehensive documentation to allow the County to justify making any additional expenditure above and beyond the scope of the original terms of this Contract. The Contractor shall be compensated in an equitable manner for time, materials, labor and a reasonable profit associated with reprinting and/or re-mailing. Under no circumstances shall the County be held liable for errors made by the printer, or its subcontractors, for ballots printed or services provided which do not match proofs signed-off by MCED.
- 2.1.5 MCED shall provide one (1) hardcopy set of unique pages with precinct-style reports. Contractor is responsible for all proofing and quality assurance to ensure the final printed product exactly matches the hardcopy provided.
- 2.1.6 Contractor is to absorb all costs incurred for shipping/ mailing or faxing information required to print ballots.

- 2.1.7 Contractor shall submit itemized invoices to the MCED for payment for all elections. Invoices for Jurisdictional ballots, sample ballot mailer shall be itemized by jurisdiction. The following invoiced line items shall be detailed for each election:
 - 2.1.7.1 Printing
 - 2.1.7.2 Labels / mailing services.
- 2.1.8 All originals, photographs, artwork, paste-up, negatives and magnetic media used in the production of the printing called for in this Contract shall remain and/or become the property of the County. The Contractor shall not destroy originals, photographs, artwork, negatives, paste-up, magnetic media, etc., without prior signature approval by an authorized MCED official.
- 2.1.9 Contractor shall have climate controlled storage facilities sufficient to maintain ballot stock and/or ballot paper stock equal to 3 million 3-column ballots.
- 2.1.10 Contractor shall ensure the color designated for Primary Party colors meets approval of the authorized MCED official. The MCED will provide the exact color samples to be used. (Contractor shall obtain signature approval from the authorized MCED official for any Pan-tone Matching System (PMS) color used.)
- 2.1.11 Contractor shall not modify any ballot page without prior signature approval of the authorized MCED official.
- 2.1.12 Contractor shall sample ballot mailer overages of each style to the MCED at 315 West Buchanan Street, Phoenix, AZ, labeled with the precinct name, precinct number, and party name within a timeframe agreed upon based on statutory requirements.
- 2.1.13 Ballot Counts shall be guaranteed to match precinct and precinct counts. Weigh counts are not acceptable.
- 2.1.14 Contractor shall provide the MCED with a complete set of ten (10) sample ballot mailers by precinct/party and delivered to the MCED Warehouse for archive purposes.
- 2.1.15 Contractor shall insure print quality on recycled paper does not change. Recycled paper will be used when reasonable to do so.
- 2.1.16 Contractor shall develop a contingency plan, coordinate said plan with the MCED, and provide expeditious emergency services to be exercised in the event of natural disaster, or other emergency, the causes of which are beyond the control of the Contractor and the MCED.
- 2.1.17 Contractor shall handle consolidation elections four (4) times per year. The consolidated elections dates are:
 - 2.1.17.1 Second Tuesday in March;
 - 2.1.17.2 Third Tuesday in May;
 - 2.1.17.3 Eighth Tuesday before the first Tuesday after the first Monday in November (September); and
 - 2.1.17.4 First Tuesday after the first Monday in November.
- 2.1.18 Print runs.
 - 2.1.18.1 Quantities are based on the best-known estimates available at this time of this solicitation.
 - 2.1.18.2 All elections shall require a print run of 101% of all registered voters eligible for the election.

- 2.1.18.3 The total percentage may increase to include additional early ballots for the Primary and General elections.
- 2.1.18.4 Test ballots for each of the ballot styles will be required for every election. The Test, Early and Polling Place ballots shall be printed in the same run at the same time.
- 2.1.18.5 MCED will provide the Contractor a firm, fixed print run sixty (60) days prior to each election.

2.1.19 Contractor shall be able to translate ballot data from files provided by MCED. The ballot layout will be created using the Windows Electronic Database System/Election Management System. The files will be transferred to the Contractor by electronic means as agreed upon by Contractor and MCED and in compliance with the procedures established by the Arizona Secretary of State for the secure transfer of data.

2.2 CERTIFICATION REQUIREMENTS:

- 2.2.1 The Contractor shall be certified and hold a license from Sequoia Voting Systems (“SVS”) as a printer for Optech ballots. All costs associated with the certification and licensing process shall be the responsibility of the Contractor.
- 2.2.2 During the certification process, SVS will provide the Contractor with the specifications for Ballot and Ballot Printing for Optech Eagle/Insight and Optech 400-C tabulators. The specifications in the manual provided by SVS are incorporated into this document by this reference.

2.3 BALLOT PRINTING SCHEDULE REQUIREMENTS:

- 2.3.1 Schedule of events is based on the best available data currently known. The Contractor will be kept informed of variations due to unforeseen factors. Turnaround times, as shown, shall be met without regard to weekends and/or holidays.
- 2.3.2 MCED will provide the Contractor a schedule of events not less than one hundred twenty (120) days prior to each election.
- 2.3.3 Deadline dates and printing turn-around times are set by State Statute (A.R.S. Titles 16 and 19). Therefore, Contractor will not be given a set number of days to print and deliver ballots, shells or sample ballots for each and every election. Contractor will be informed by MCED when notice of election is received by the MCED. The Contractor shall, under all circumstances, meet the statute deadlines irrespective of the turn-around times.
- 2.3.4 The following timeframes are based on historical experience of the MCED and are intended only to assist the Contractor. These timeframes are estimates only and do not convey any guarantee they will be followed exactly.

2.3.4.1 Time Frame I (Best Case Scenario)

- 2.3.4.1.1 Primary Election: The MCED will begin passing (by ZIP Disk or by other secure electronic means as established by the Secretary of State), approximately 80% of the total precinct files to the Contractor approximately 75 days prior to the election. The remaining 20% will be sent to the Contractor approximately 65 days prior to the election.
- 2.3.4.1.2 General Election: The MCED will begin passing (by ZIP Disk or by other secure electronic means as established by the Secretary of State), 100% of the total files for the back of the ballots) to the Contractor approximately 65 days prior to the election. The

remaining files for front of the ballot(s) will be sent to the Contractor approximately 50 days prior to the election.

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

2.3.4.2 Time Frame II (Worst Case Scenario)

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

2.3.4.2.2 General Election: The MCED will begin passing (by ZIP Disk or by other secure electronic means as established by the Secretary of State), 100% of the total files for the back and front of the ballot(s) to the Contractor approximately 45 days prior to the election.

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

2.4 **BALLOT PAPER SPECIFICATIONS (MANDATORY):**

2.4.1 Manufacturer: International Paper Company

2.4.1.1 Stock Name: Springhill Index

2.4.1.2 Basis Weight: 110 lb

2.4.1.3 Caliper (thickness): 0.0093-inch \pm 0.0005 inches

2.4.1.4 Standard Sheet Sizes And Grain Direction:

8.5" W x 11.0" L
11.0" W x 17.0" L
17.5" W x 22.5" L
20.5" W x 24.5" L
22.5" W x 28.5" L
25.5" W x 30.5" L
30.5" W x 25.5" L
22.5" W x 35.0" L
24.0" W x 36.0" L

2.4.1.5 Standard Color: White

2.4.1.6 Moisture Content: 6% \pm 1%

2.4.1.7 Hydrogen Ion Concentration (pH): 5.3 (Hot Extract Method)

2.4.1.8 Dimensional Stability: Expansion/contraction with humidity change over the range from 20 to 75% relative humidity at 73 degrees Fahrenheit

- 2.4.1.9 Grain Direction: 0.25%
- 2.4.1.10 Cross-Grain: 0.70%
- 2.4.1.11 Smoothness (Sheffield): 105 Sheffields
- 2.4.1.12 Stiffness (Taber): With-grain -- 36 g/cm
- 2.4.1.13 Cross-grain; 20 g/cm
- 2.4.1.14 Curl: 0.12 inch (At equilibrium between 20 to 75% relative humidity, with a 3.25 inch X 7.375 inch sample)
- 2.4.2 Manufacturer: Mohawk Paper Mills
 - 2.4.2.1 Stock Name: Navajo Color
 - 2.4.2.2 Basis Weight: 65 lb.
 - 2.4.2.3 Caliper (thickness): 0.008 inch typical
 - 2.4.2.4 Standard Sheet Sizes And Grain Direction:
 - 20.0" W x 26.0" L
 - 23.0" W x 35.0" L
 - 26.0" W x 40.0" L
 - 2.4.2.5 Standard Color: White
 - 2.4.2.6 Moisture Content:
 - 2.4.2.7 Hydrogen Ion Concentration (pH): 5.5 – 5.9
 - 2.4.2.8 Dimensional Stability: Expansion/contraction with humidity change over the range from 20 to 75% relative humidity at 73 degrees Fahrenheit
 - 2.4.2.9 Grain Direction: 0.25%
 - 2.4.2.10 Cross-Grain: 0.70%
 - 2.4.2.11 Smoothness (Sheffield): 140 Sheffields
 - 2.4.2.12 Stiffness (Taber):
 - 2.4.2.13 Curl: 0.12 inch (At equilibrium between 20 to 75% relative humidity, with a 3.25 inch X 7.375 inch sample)
- 2.4.3 The varied operating environments, coupled with the strict dimensional requirements of the high-speed voting system require using a dimensionally stable index Ballot Stock with uniform thickness. The ballots shall be printed using Ballot Stock that has been conditioned before printing to minimize dimensional changes due to changes in temperature and humidity.
- 2.4.4 Ballot Caliper, thickness of the Ballot Stock is important in that improper caliper will prevent the ballot from being transported and read correctly by the voting system.

2.4.5 The Ballots shall be printed with the card stock grain parallel to the ballot width (grain short) to minimize dimensional changes.

2.4.6 Maricopa County requires that double-sided ballots be printed on 110 lb Ballot Stock.

2.5 BALLOT INK:

All ballot ink shall be solid and dense without any voids, breakthroughs, dirt or foreign particles or gray tones. The ink shall not be smeared, smudged or sprayed during the printing or subsequent handling. The machine-readable components for all Optech Eagle/Insights and 400-C ballots shall be printed with high-quality, flat carbon-based Black Ink. SVS recommends Gans No. 31981 or similar ink. Appropriate driers may be added to the ink to prevent offsetting on ink during shearing or handling after minimum drying time. The black ink density of a dry printed ballot should be verified with a reflection densitometer to be at least 1.5 (log density) darker than the density reading for the Ballot Stock. There shall be no white or graying spots in the black ink.

2.6 BALLOT WIDTH AND LENGTH:

2.6.1 Ballot width for all ballots shall be 9.75 inches (3-column) for all statutorily required elections. See 2.11 for specialty ballots.

2.6.2 Ballot lengths for primary elections, general elections, jurisdictional elections, and ballot shells range from 12" to 21" with no firm set length. The ballot and shell length will vary based on the information to be printed on the ballot and/or shell for each election. The lengths shall not exceed 21" for either the ballots or shells for any election held by the County.

2.6.3 The actual length of the ballot may be less than 21" when the final version is approved by MCED officials. Actual ballots printed shall be invoiced to the County in whole inches and shall be rounded up or down to the next whole inch, (e.g., 17 1/2" ballots shall be invoiced at 18" ballot price or conversely 17 3/8" ballots shall be invoiced at 17" ballot price.)

2.7 REGISTRATION AND CUTTING / TRIMMING SPECIFICATIONS:

2.7.1 Front to back registration is very important and is determined by using the registration targets. The Contractor shall use the registration targets specified in the SVS printer's manual.

2.7.2 Overall ballot width is a key factor in maintaining ballot read accuracy. The width of every ballot shall be trimmed to a tolerance of less than + 0.0015 inch.

2.7.3 Ballot trim shall be done with care and precision. Making a mistake on the initial trim will cause all ballots in the lift stack to be trimmed incorrectly. As a result, these incorrectly trimmed ballots may not be used in either the Optech Eagles/Insight or the 400-C.

2.7.4 Ballot trimming involves using a sharp knife with the ballot stacks of the correct lift size and clamp pressure while maintaining the perpendicularity of the knives to the ballot surface.

2.7.5 The lift size of the ballots to be trimmed shall not be greater than the capacity the knife can handle. The clamp pressure shall be sufficient as not to cause the ballots to slip or curl when being split. Ballots that slip will cause bias cuts (i.e. diagonal cuts) while ballots that curl will cause yawing (i.e. bevels) along the cut edges. Bias cuts cause the ballot to not be parallel with the active voting area. Bevels cause delamination, tears and bends to the ballot stock.

- 2.7.6 Final size of trimmed ballots shall be guaranteed and tested by the Contractor using GO and NO-GO gauges obtained from Sequoia Voting Systems, 7677 Oakport Street, Oakland, California 94621.
- 2.7.7 When splitting the ballots at the printed Cut Lines, the knives shall be perpendicular 90 degrees \pm 30 seconds to the ballot surface along the Cut Line.
- 2.7.8 The knife shall not yaw and there shall not be any bias along the Cut Line. The squareness and parallelism shall be maintained at all times.

2.8 PRIMARY ELECTION BALLOTS:

Arizona's Primary election is held on the eighth Tuesday before the first Tuesday after the first Monday in November in the even numbered years. That date falls within the month of September.

- 2.8.1 Traditionally, the Primary ballot has been white ballot stock, three (3) columns, 18" in length and single sided. This is changing as jurisdictions within Maricopa County consolidate their elections with the countywide Primary election. The Primary election may be double-sided and reach the maximum length of 21". There are at least two unique ballot styles for every political party in every voting precinct; one (1) containing the office of "Precinct Committeeman" and one (1) that does not contain that office.
- 2.8.2 The Primary election ballot shall have a color stripe in the header of the ballot to denote the different political parties entitled to candidates for the Primary and General elections. The County shall designate the colors to represent the political parties as they obtain ballot status. The colors that have been assigned to the three political parties that currently have ballot status in Maricopa County are Blue – Democratic Party, Salmon – Republican Party and Yellow - Libertarian Party.
- 2.8.3 Primary elections that have jurisdictional candidates and issues on them may require an additional color stripe to indicate ballots within the precinct that contain the jurisdictional candidates or issues.
- 2.8.4 There will also be a "white striped" ballot for those precinct's ballots that contain a jurisdictional candidate or issue. This ballot will contain only the jurisdictional candidates or issues.
- 2.8.5 The placement of the color stripe(s) on the ballots will be agreed upon by the Contractor and a designee of the MCED Director.

2.9 GENERAL ELECTION BALLOTS:

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

- 2.9.1 The General election ballot shall be white ballot stock, three (3) columns (9.75"), up to 21" in length and double-sided. There will be at least one (1) unique style for every voting precinct. There may be additional styles for those precincts that contain jurisdictional candidates and issues. Those precincts, split by jurisdictional boundaries, will require a color stripe denoting the jurisdictional split. There may be more than one (1) jurisdictional split in a voting precinct. This will require a unique color stripe for each split in the voting precinct.
- 2.9.2 County will designate the color for the color stripes to be used in the General elections. The placement on the ballot will be agreed upon by the Contractor and the MCED Director's designee.
- 2.9.3 The number of candidates and issues on the General Election ballot may require that the ballot be printed on two pages to accommodate the English and Spanish. If the second

page is required the quantities would be the same as the quantities for the General Election Ballot. The second page may be a different length than the first page.

2.10 JURISDICTIONAL BALLOTS:

Jurisdictional elections occur on the four (4) consolidated election dates. The number of jurisdictions that hold elections on these dates vary from election to election. The average per consolidated date is approximately 400,000 registered voters and 150 polling places. The polling places in jurisdictional elections are combined and are assigned a unique number called a Consolidated Precinct Code ("CPC").

2.10.1 The ballot for jurisdictional elections will be white ballot stock, three (3) columns (9.75") and vary in length from 12" to 21" in length.

3.3.1 The jurisdictional ballots may require a color stripe to denote a split between jurisdictions. County will assign the color stripe when required. The placement of the color stripe on the ballot stock will be agreed upon by the Contractor and the MCED Director's designee.

2.11 SPECIALTY BALLOTS:

2.11.1 During the year, the County conducts elections for various private organizations, high schools and political parties. Some of the groups will use unique one (1) column (3.69") 12" and unique two (2) columns (6.72") 14" ballots. The groups that use these ballots are invoiced directly for the cost of production of the ballot.

3.3.1 The high schools and some of the political parties use the County generic ballot. These ballots are white ballot stock, two (2) columns (6.72") and 14" length ballots. County requires approximately 100,000 of the generic ballots each year.

2.12 BALLOT SHELLS:

The use of expanded Early Voting Satellite Stations has been made a priority for future elections. The goal of on-site Early Voting for the 2006 General Election is 50,000 voters and for the 2008 General Election it is 100,000 voters.

2.12.1 Ballot shells are used to produce the Early Ballots at the Early Ballot Satellite Stations to print the on-demand ballots. The ballot shells shall be the exact same dimensions as the ballots produced for the election in which they are to be used.

2.12.2 Ballot shells for the Primary election will also have the color stripe that denotes the political party printed on the blank ballot stock. If the ballot for the Primary election is double-sided, the backside of the ballot may be preprinted on the ballot shell.

2.12.3 Ballot shells for the General election will have the backside of the ballot preprinted on the ballot stock.

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

2.13 TEST BALLOTS:

2.13.1 2.13.1 One hundred (100) ballots shall be taken from the run for every ballot style to be used as Test Ballots. The Test Ballots will be identified with the words "TEST BALLOT" printed in red ink in the header of each ballot. The Test ballots shall be boxed for delivery and the ballot style identified on the outside of the box.. More than one ballot style may be included in a box with a separator between each style. The same ballot style may not be split between boxes.

2.13.2 The Test ballots will not be mixed with the other types of ballots when delivered to MCED, 315 West Buchanan Street Phoenix, Arizona. The Test Ballots shall be delivered no later than the delivery of the Early Ballots.

2.14 **PACKAGING:**

The Polling Place ballots shall be packaged in packs of 100. The polling Place ballots will be shrink-wrapped so the ballot header is visible through the packaging. Each package will be labeled to identify its contents. The label will be the same as the label described in Section 2.1.4.1, above and will include the number of the package and the number of total packages, (e.g. "10 of 23"). The packages may be palletized for delivery, but the binding for the pallet shall not cause the edges of the ballot to bend, crinkle or tear. The polling Place and Test ballots will be delivered to MCED Warehouse, 315 West Buchanan Street Phoenix, Arizona.

2.15 **EARLY BALLOTS – PRINTING, SCORING, FOLDING AND PACKAGING:**

2.15.1 The Early ballots will be run at the same time as the Polling Place and Test ballots. The quantity identified to use as early ballots will have the word "EARLY/ TEMPRANO" printed, stamped or ink-jetted in the header of the ballot. The Early ballots will be scored and folded to fit the return affidavit envelope.

2.15.2 The Early ballot is scored before folding to create Score Lines which:

2.15.2.1 Avoid uncontrolled crinkling of the ballot.

2.15.2.2 Minimize the caliper (thickness) along the fold.

2.15.3 When ballots are folded and creased, a ridge, which is visible when the ballot is unfolded, is formed by the fold. This ridge increases the caliper along the fold. By scoring the ballot, the caliper along the ridge is lessened, thus the caliper along the fold is decreased.

2.15.4 No score line shall interfere with any voting arrow above or below the score line.

2.15.5 No score line shall cut the ballot along the score line.

2.15.6 The score line shall be positioned so as not to touch any Voting Arrow on either side of the ballot. The fold distance depends on the length of the ballot and the number of folds required to fit into the return affidavit envelope. The fold distance from the top/bottom edge to the first/nearest fold shall be at least 4.0 inches.

2.16 **EARLY BALLOT INSERTS:**

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

2.16.2 Voter Instruction Insert:

- Duplex
- Multi-page 8-1/2" X 11"
- Folded Size – to fit early ballot mail-out envelope
- Quantity - Approx. 300,000
- Prints 1/1 black
- Stock – 20# White
- A "I Voted Early" sticker will be affixed to the insert so that the sticker will not touch the Early Ballot. MCED will provide the "I Voted Stickers" and artwork for the insert.

2.16.3 Full Text Insert:

- Duplex
- Multi-page 11" X 17"
- Folded Size – to fit early ballot mail-out envelope
- Quantity - Approx. 600,000
- Prints 1/1 black
- Stock – 20# White

2.17 SAMPLE BALLOTS – PRINTING AND MAILING:

- 2.17.1 A Sample Ballot will be mailed to each household with a registered voter eligible to vote in the election. The Primary election requires a Sample Ballot for each party and a special Sample Ballot for those registered to vote as Independent, No Party Preference or in a Political Party not entitled to ballot status.
- 2.17.2 The Special Primary Election sample ballot will contain a sample of all of the Political Party ballots for those political parties that are eligible for ballot status in the primary election. This may be as few as two (2) or as many as there are parties that qualify for the ballot (the most in the current past is six (6)). These Special Primary sample ballots shall be precinct specific. The Special Primary sample ballots may be reduced and all parties may be contained on one or more pages. The Special Primary sample ballots do not have to be color specific for each of the political parties.
- 2.17.3 During the term of this Contract, the format for the Sample Ballot may be redesigned, as Federal and State legislation requiring additional information and languages is continually changing. The new format may require a booklet. MCED will work with the Contractor to design the Sample Ballot when, or if required.
- 2.17.4 Contractor shall deliver sample ballot mailers to Postal Facilities after quality review by MCED staff. (Blueline provided prior to printing for proofing and sign-off by authorized MCED staff.)
- 2.17.5 Contractor will determine with the County the most cost efficient postal rate for each project.
- 2.17.6 Contractor shall deliver the original PS Form #3602 and Post Office receipt to MCED within 24 hours of each mailing.
- 2.17.7 MCED will provide the Contractor a mailing list in ASCII text format prior to each election. The file will be provided at a date and time agreed upon by the Contractor and MCED. The mailing list file will be provided to the Contractor on CD-Rom or by other secure means that complies with the Arizona Secretary of State's specifications for the transfer of voting data.

2.17.7.1 Primary Election

- Duplex
- Flat Size: 23 1/2" x 10 1/2"
- Folded Size: 10 1/4" x 6 1/2"
- Quantity: Approximately 850,000
- Stock: 60# Offset
- Blue for Democrats, Salmon for Republicans, Yellow for Libertarian
- Prints: 1/1 black Precinct and party unique – 1200 precincts
- Samples: 10 per party per precinct

- Art: Provided as a combination of electronic files: variable data provided in vendor ballot layout system, common copy provided in IBM Quark 4.11r0
- Inkjet address and polling place and mail non-profit bulk.
- Polling place/location shall be printed in red ink.

2.17.7.2 Special Primary Sample Ballot

- Duplex
- Multi-page; 8 1/2" x 11"
- Folded Size: Standard Tri-fold to fit #10 envelope
- Quantity: Approximately 250,000
- Prints: 1/1 black
- Stock: 20# White
- Art: Provided as a combination of electronic files: variable data provided in vendor ballot layout system, common Copy provided in IBM Quark 4.11r0
- Precinct unique: 1200 precincts.
- #10 Window envelope
- Inkjet address and polling place and mail non-profit bulk.
- Polling place/location shall be printed.

2.17.7.3 General Election

- Duplex
- Flat Size: 24 7/8" x 19"
- Folded Size: 10 1/4" x 6 1/2"
- Quantity: Approximately 950,000
- Prints: 1/1 black
- Stock: 60# white offset
- Art: Provided as a combination of electronic files: variable data provided in vendor ballot layout system, common Copy provided in IBM Quark 4.11r0
- Samples: 10 per precinct
- Precinct unique: 1200 precincts.
- Inkjet address and polling place and mail non-profit bulk.
- Polling place/location shall be printed in red ink.

2.17.7.4 Jurisdictional

- Duplex
- Flat size: 8 1/2" x 14"
- Folded size: 3 1/2" x 8 1/2"
- Quantity: (for bidding purposes only - actual quantity may vary) Approx. quantity 400,000 with 150 versions (Please submit additional pricing matrix on CD formatted in Excel ~~97-SR-4~~ quantifying price breaks for quantity changes and version counts). Additional pricing shall be consistent with price Over for 400,000 city/150 version price
- Stock: 60# white offset
- Art: IBM Quark 4.11r0 files provided or camera ready artwork
- Prints: 1/1 Black Quantities and versions may vary based upon household counts. Approximate quantities shall be given to the Contractor by MCED 120 days prior to the election. (This pertains to sample ballots only)
- Samples: 10 per precinct
- Polling place/location shall be printed in red ink.

2.17.7.5 **Tabbing**

Tabs will be applied to self-mailers when required to qualified postal discounts.

Pricing grid added to Attachment A 1.3.5.4

2.18 PRECINCT REGISTERS AND ROSTERS:

2.18.1 A total of five (5) books are to be produced for each precinct participating in the election. The number of pages will be dependent on the number of registered voters in each precinct. If there are more than four thousand (4,000) registered voters in a precinct, the County may request that the books be split for a total of fifteen (15) books in that precinct.

2.18.2 Rosters

Effective 03/14/08

<u>Quantity</u>	<u>Description</u>
1	Book #1 – Three-hole drilled and placed in County-furnished 3” binder
1	Book #5 – Boxed
<u>Contents</u>	
2	Front cover - 1/0 (printed one color, one side of sheet), 90# blue Index for Book 1, 90# gray index for Book #5
1	Common Challenge Procedures - 1/1(printed one color both sided of sheet), 50# white offset
1	Challenge List - 1/1, white offset
*	Roster pages for actives - 1/0, 50# white offset, 18 names/page, consecutively numbered names
1	Inactive Voter Instructions - 1/0, 50# white offset
*	Roster pages for inactives - 1/0, 50# tan offset, 18 names/page, consecutively numbered names. The inactive numbers will be preceded by the letter “I”
5	Ballots To Be Verified - 1/0, 50# pink offset
1	Common Back cover- 1/0, 90# blue index for book #1, gray for Book #5

2.18.3 Registers

<u>Quantity</u>	<u>Description</u>
2-3 2	Books # 3, #4 & #6 – Plastikoil bound
1	Book #2 - Boxed
<u>Contents</u>	
1	Front Cover - 1/0, 90# green index for books 3 & 4, 90# Yellow index for book #2, 90# Cherry index for book number 6.

Register Pages for actives - 1/1, 50# white offset, 25 names/page, consecutively numbered to match roster

Register Pages for inactives - 1/1, 50# tan offset, 25 names/page, consecutively numbered names to match roster

1 Back Cover - 1 /0, 90# green index for book 3 & 4. 90# Yellow for book #2, **90# Cherry index for book number 6.**

* **The number of names per page is decreased from 25 to 18 to accommodate the addition of the mailing address of the registered voter if different than residential address. The change is the information provided on the register and the addition of an additional is the result of the procedures required to handle the “conditional provisional ballots. The “conditional provisional” resulted from the procedures created by the Arizona Secretary of State.**

* The number of pages will be determined by the number of registered voters and number of precincts.

2.18.4 File Transfer

All files for the Registers and Rosters will be given to the Contractor on a CD-ROM and the Contractor shall pick up the CD-ROM at 111 South 3rd Avenue, Phoenix, Arizona 85003 or the files may be provided to the Contractor via other secure means as provided for in the Arizona Secretary of State’s procedure manual. The files given to the Contractor are all fixed width in the following format:

Voter ID = 7	Residence Address = 32	District Name = 30	City = 2
Precinct/CPC Code = 4	Address Type = 4	Ballot Color = 3	EV Status = 1
Status = 1	Zip = 5	Party = 3	Mailing Address = 32
Name = 30	Dor = 10	Page Break =1	CRLF = 2

2.18.5 The file for Registers and Rosters will be provided to the Contractor 23 days prior to the election.

2.18.6 Delivery of the completed Registers and Rosters to the Contractor will be made no later than 14 days prior to the election.

2.19 ADDS AND DELETES:

2.19.1 After the Register and Roster file has been sent to the Contractor file, additional names may be added to or deleted from the Register / Roster list. The numbers for the Primary and General elections may require the printing of add-on pages for the Rosters and Registers. The deletes will be printed on a list to be used by the Polling Place workers to remove the names from the precinct Register and Roster.

2.15.1 The add-on and delete pages / lists will be precinct specific.

3.3.1 The add-on pages for the Roster shall be printed in a format identical to the Roster pages described above except the color of the paper shall be yellow. The names shall be consecutively numbered and the number proceeded by the letter “A”.

3.3.1 The add-on pages for the Register shall be in the same format as the format for the **Register** pages described above, except the color of the paper shall be white. The names shall be consecutively numbered and the number proceeded by the letter “A”. The numbers shall be identical to the numbers on the add-on Roster pages.

3.3.1 There will be two (2) copies of the add-on Roster pages, three (3) copies of the add-on Register pages and two (2) copies of the Deletes pages on white paper. The copies shall

be collated and separated by precinct. Each set of copies will be boxed separately in numeric order and clearly labeled on the exterior of the box.

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

In order to meet the ever-increasing demand for mailing of early ballots, MCED is contemplating going to an automated process to accurately insert and track the early ballots through the Postal system. Early ballots shall begin mailing thirty-three (33) days prior to the election.

2.20.1 MCED will begin providing the Contractor with a file of registered voters who have requested that an early ballot be mailed to them 45 days prior to the election. Additional files will be provided daily through the eleventh (11th) day prior to the election. Files provided after the thirty-third (33rd) day prior to the election shall be processed and in the mail no later than forty-eight (48) hours after receipt.

2.20.2 The outbound and inbound processing will be performed in a secure facility provided by the Contractor. The facility shall be able to house up to four (4) MCED employees. MCED will provide a security guard 24/7 starting when the early ballots are delivered and last up to a week after Election Day. The facility may be inspected and tours given by MCED employees during this time-period.

2.20.2 Each of the early ballots will have the ballot style bar-coded in the header. The machine will read the barcode and match it with the ballot style for the early ballot applicant to insure that the applicant is receiving the correct ballot.

2.20.3 The early ballot, early ballot enclosure(s) and the return affidavit envelope will be inserted into the mailing envelope. The mailing envelope will then be addressed and a U.S. Postal Service Planet code will be affixed to the envelope. The Planet Code will allow the mailed early ballot to be tracked through the Postal System. An image of the completed packet will be made for tracking purposes.

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

2.21 EARLY BALLOT PROCESSING (INBOUND):

2.21.1 MCED will pick up the returned early ballot affidavit envelopes from the U.S. Post Office and deliver them to the Contractor's secure facility. The Contractor will scan the returned early ballots to capture the signatures. The early ballot affidavit envelopes that are marked as "spoiled" or have no signature will be out stacked and returned to MCED daily. The file of scanned signatures will be sent daily to MCED using the procedure established by the Arizona Secretary of State for the transmission of election data. MCED will compare the signatures to the voter's registration affidavit and flag each record as accepted or not accepted. The file will then be returned to the Contractor. The Contractor will sort the affidavit envelopes and remove those "not accepted" to be forwarded to MCED for further processing. The "accepted" returned affidavit envelopes will be sorted into lots of not more than 250 per precinct/CPC or legislative district. Each lot of 250 will be packaged with a control sheet. The packaged "accepted" affidavit envelopes will be transported by MCED to MCED, 510 South 3rd Avenue, Phoenix for processing.

2.21.2 Early ballots may be turned-in at the polls on Election Day. These early ballots will be delivered to the Contractor the day after the election. These early ballots will follow the above scanning and sorting scheme.

2.21.3 Additionally, those early ballots that are voted in-person will be delivered to the Contractor to be sorted into precinct/CPC or district order.

Traditionally, 85% of the early ballots mailed-out are voted and returned. In non-countywide elections, there are between 85,000 and 150,000 returned. The Primary election has approximately 150,000 to 200,000 returns. The General election has from 500,000 to 600,000 returns. These numbers will increase as the number of voters who choose to vote an early ballot increases.

2.22 TAX:

No tax shall be levied against labor. Pricing is to include all labor, overhead, tools and equipment used, profit, and any taxes that may be levied (see Exhibit A). It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

RUNBECK ELECTIONS SERVICES INC., 2404 W . 14TH STREET #110, TEMPE, AZ 85281
2211 S. 48TH STREET SUITE G, TEMPE, AZ 85282

PRICING SHEET: ~~S027613/B0604544~~ NIGP 9667001, 9667002

Terms: N1% 20, NET 21

Vendor Number: W000005641 X

Telephone Number: 602/230-0510

Fax Number: 602/437-1411

Contact Person: Kevin Runbeck

E-mail Address: info@runbeckelections.com

Company Web Site: www.runbeckgraphics.com

Certificates of Insurance Required

Performance Bond Required \$300,000.00

Contract Period: To cover the period ending **December 31, 2010.**