

CONTRACT

The COUNTY OF SAN BENITO ("COUNTY") and K & H Printers – Lithographers, Inc. ("CONTRACTOR") enter into this extension contract which shall be effective on the date stated in Paragraph 1.

1. Duration of Contract.

This contract shall commence on June 7, 2021, and end on November 7, 2021, unless sooner terminated as specified herein.

2. Scope of Services.

CONTRACTOR, for COUNTY's benefit shall perform the services specified on the Agreement between County of San Benito and K & H Printers for Official Ballot Printing & Mailing Services (RFP #2016-101) and for Voter Information Pamphlet Printing & Mailing Services (RFP #2016-102). Attachment A is made a part of this contract.

3. Compensation for Services.

In consideration for CONTRACTOR's performance, COUNTY shall pay compensation to CONTRACTOR according to the terms specified in Attachment A. Attachment A is made a part of this contract.

4. General Terms and Conditions.

The rights and duties of the parties to this contract are governed by the general terms and conditions mutually agreed to and listed in Attachment B. Attachment B is made a part of this contract.

5. Insurance Limits.

CONTRACTOR shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in Attachment B.

- (a) Comprehensive general liability insurance: \$1,000,000 per occurrence, \$2,000,000 aggregate
- (b) Professional liability insurance: \$1,000,000 per occurrence, \$2,000,000 aggregate
- (c) Comprehensive motor vehicle liability insurance: \$1,000,000 per occurrence

6. Termination.

The number of days of advance written notice required for termination of this contract is 30 days.

7. Specific Terms and Conditions (check one)

There are no additional provisions to this contract.

The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment D. Attachment D is made a part of this contract.

[] The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment E. Attachment E is made a part of this contract.

8. Information about Contract Administrators.

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Contract Administrator for COUNTY:

Name: Joe Paul Gonzalez

Title: County Clerk-Auditor-Recorder

Address: 440 Fifth Street Room 206

Hollister, California 95023

Telephone No.: 831-636-4016

Fax No.: 831-636-2939

Contract Administrator for CONTRACTOR:

Name: Tracy Okeefe

Title: Director of Finance

Address: 7720 Hardison Rd SEA

Everett, WA 98203

Telephone No.: 425-446 3374

Fax No.: 425-446-3337

SIGNATURES

APPROVED BY COUNTY:

Joe Paul Gonzalez

Name: Joe Paul Gonzalez

Title: County Clerk

Date: 6/8/21

APPROVED BY CONTRACTOR:

Tracy Okeefe

Name: Tracy Okeefe

Title: Director of Finance

Date: 6-2-21

APPROVED AS TO LEGAL FORM:

San Benito County Counsel

Joel Ellinwood

By: Joel Ellinwood, Assistant County Counsel

Date: June 8, 2021

ATTACHMENT A
Scope of Services

**AGREEMENT BETWEEN
COUNTY OF SAN BENITO AND K&H PRINTERS**

This AGREEMENT is made and entered into by and between the County of San Benito, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and K&H Printers-Lithographers, Inc., hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, County has invited proposals through the Request for Proposals (RFP #2016-101) for **OFFICIAL BALLOT PRINTING & MAILING SERVICES**; and, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

1.0 PERFORMANCE OF THE AGREEMENT

1.1 After consideration and evaluation of the CONTRACTOR's proposal, the County hereby engages CONTRACTOR to provide the services set forth in RFP-2016-001 and in this AGREEMENT on the terms and conditions contained herein and in RFP--2016-001. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

- RFP #2016-101 issued date of February 15, 2016, including all attachments and exhibits
 - Attachment A – Cover Page
 - Attachment B – Mandatory Contractor Requirements
 - Attachment C – Exceptions to RFP
 - Attachment D – References
 - Attachment E – Statement of Certification
 - Attachment F – Pricing Schedule
 - "Signature Page" Validation of Proposal
- Addendum #1 dated February 26, 2016
- CONTRACTOR's Proposal dated March 1, 2016
- Contract Security
- Certificate of Insurance and Additional Insured Endorsements



- 1.2 All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order:

AGREEMENT, CONTRACTOR's Proposal, RFP-2016-001, including all attachments and exhibits, Addendum/Addenda, Contract Security, Certificate of Insurance, and Additional Insured Endorsements.

- 1.3 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, and employees, performing services under this AGREEMENT are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this AGREEMENT and are not employees of the County, or immediate family of an employee of the County.
- 1.4 CONTRACTOR, its agents, and employees, shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 1.5 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

2.0 SCOPE OF SERVICE

2.1 CONTRACTOR Requirements

- 2.1.1 CONTRACTOR must be certified by the Secretary of State of California to print Dominion Voting Systems ballots. The CONTRACTOR must maintain certification during the term of the contract.
- 2.1.2 CONTRACTOR must provide at least four (4) references from other agencies (minimum 2 government, 1 postal), demonstrating the experience and ability in preparing and packaging ballots and preparing and mailing large quantities of vote by mail ballots using the type of mailing permit prescribed by United States Postal Service (USPS) regulations. This information must be included on **Attachment D - References**.

2.2 Authorized Representatives

The County shall designate employees as authorized representatives who will be responsible for coordinating printing, approving proofs, providing authorization to print, and coordinating mailing and deliveries. The CONTRACTOR shall act only on instruction from one of these designated persons. The CONTRACTOR will likewise designate authorized representatives who will be responsible for coordinating printing and mailing under the contract. All references to the County in this proposal include the Registrar and the designated authorized representatives.

2.21 Access to CONTRACTOR's Facility by County Representatives of the County will have full access to the CONTRACTOR's premises at any time (day or night) when work is being performed for the County. Space will also be made available on-site for County proofreaders, if required by the County.

2.3 Technical Requirements - Ballot Printing

2.3.1 The ballots shall be printed in bilingual format, English and Spanish, and other languages as determined by the County. Print ballots for the Dominion Voting Systems under the rules and guidelines established by the California Secretary of State for the primary, general and special elections from 2016 through 2020. The types and quantities of ballots to be printed depend on the type and number of registered voters in the election. Special elections for small districts may include one ballot type and less than five thousand ballots. General elections may include the following quantities:

| | | |
|---|-----------------------------------|---------------------------|
| a | Folded vote by mail ballots | 18,000+ per election |
| b | Test ballots | 50+ per ballot type |
| c | Duplicate ballots | 15% of each ballot type |
| d | Poll ballots padded in sets 10-25 | Up to 10,000 per election |

2.3.2 The County will provide electronic ballot images for each ballot face and type not later than two weeks prior to the scheduled mailing of the vote by mail ballots. An electronic ballot order will also be provided at the same time. These files will be transmitted electronically to the printer.

2.3.3 CONTRACTOR shall provide proofs to County by date established. CONTRACTOR shall not print items until receiving written approval of the proofs by the County. The County shall not pay for the cost of any items printed by the CONTRACTOR prior to receiving written approval of the proofs by the County.

2.3.4 The County shall determine the timelines, milestones and delivery dates at least eighty (80) days prior to an election. The printer will designate a project manager to be the single point of contact with the County.

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

2.4 Technical Requirements – Vote by Mail Ballot Preparation and Mailing

2.4.1 Vote by Mail ballot packets will be created, assembled, prepared for first class automated rate and put into the USPS mail stream by the CONTRACTOR on dates determined by the County.

2.4.2 Creation of the vote by mail packets includes:

2.4.2.1 Receiving and processing the vote by mail voter file(s) provided by the County via electronic means.

2.4.2.2 Certifying addresses, sorting out special classes of voters (i.e., military, overseas or out-of-state voters) and qualifying the mailing for the most economical mailing costs.

2.4.2.3 Creating and ink-jetting/addressing the return envelope with all required information to include:

- a) Voter's Name and Address
- b) Post net barcode
- c) Voter ID barcode
- d) Election, precinct and ballot information determined by the County
- e) Party selection (presidential primary elections only)
- f) Other special information and or markings

2.4.3 Assembly of the ballot packets consists of inserting the return envelope, the correct ballot type and any other election material into a mailing envelope.

2.4.4 Project management and quality control measures will ensure a 100% accurate assembly of the ballot packets. Control measures will be in place to ensure that the correct ballots and additional election materials are issued, only one ballot (ballot may consist of one or more cards) is placed in each packet, that ballots are not omitted in any packet and that the packets are correctly grouped by category and mailing status. Representatives of the County may be present during the assembly process to ensure that the measures are in place and being followed. Travel and lodging expenses for County employees will be the responsibility of the County.

2.4.5 The first assembly and mailing process of permanent vote by mail voters will not exceed three business days, excluding County holidays, unless approved by the County.

2.4.6 Ballot packets for voters with qualified addresses will be mailed by the CONTRACTOR at non-profit automated rate, unless the County authorizes differently. Military and overseas ballot packets will be mailed first class. Non-qualified and other selected precincts may be designated to be mailed first class.

2.4.7 Ballots will be mailed from the USPS location at San Jose Main Post Office or another location as determined by the County.

2.5 Packaging of Precinct, Test, Duplicates, and County In-House (Counter Ballots)

- 2.5.1 Precinct ballots are to be stitched flat in pads of 25 (pads of 10 for minor parties as needed) ballots with two stubs, each ballot type shrink wrapped and in a separate box. Further division of precinct ballots by party may be required for primary elections. A ballot receipt shall be included inside the box that includes the election name and date, precinct number, ballot type, party information (presidential primary elections only), quantity and serial numbers. There shall be a label as approved by the County. An example of the label outside of the box will include the election name and date, precinct number, ballot type, party information (presidential primary elections only), and quantity. When more than one box is necessary, the label will also indicate the total number of boxes (x of y) and the total number of ballots in the box. The last box label will indicate the total number of all ballots ordered.
- 2.5.2 County In-House (Counter) ballots are to be folded with one stub, banded by precinct and ballot type and placed in boxes in serial number order
- 2.5.3 Test and Duplicate ballots are to be flat with no stub. These ballots will be slip divided by precinct and ballot type and placed in boxes in serial number order.
- 2.5.4 There must be three documents included with each shipment: 1) a ballot receipt; 2) a packing slip; and 3) a quality assurance slip reflecting the steps taking by the CONTRACTOR to ensure the quality of the product.
- 2.5.5 The CONTRACTOR shall coordinate delivery to the location determined by the COUNTY. The CONTRACTOR is responsible for ensuring the delivery can be received based on the facility limitations, they may require offloading boxes that are palletized. Box construction shall be double wall and capable of reuse by the County. The County may change delivery box specifications no later than eighty (80) Days prior to an election.
- 2.5.6 Labels shall be faced out for easy identification. Additional packaging and labeling instructions may be included with each order, depending on whether the ballots are Precinct, Test, Duplicate, County In-House (Counter), and Vote by Mail Ballots.
- 2.5.7 The County may integrate the outgoing mailing of the voter's Vote by Mail Ballot in the same envelope as that voter's Voter Information Pamphlet. If so, the CONTRACTOR shall make all reasonable efforts to make possible the integration, including coordinating with the vendor responsible for the voter information pamphlet. In the event that integration does not occur, for any reason, the CONTRACTOR shall provide to the County, in writing, a detailed explanation.

2.6 Delivery to County

- 2.6.1 Ground transportation should be considered the normal method of delivery for the purpose of calculating bid pricing. If the CONTRACTOR 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 County.

2.6.2 The CONTRACTOR will provide evidence in writing to the County of the security of the ballots and integrity of the chain of custody during the production and transportation of the ballots.

2.6.3 Emergency supplemental ballot orders must be received within twenty-four (24) hours of being placed by the County.

2.6.4 Readdressing and re-mailing of a portion of the ballots (such as a specific type/precinct, or a specific political party within a ballot type/precinct that were reprinted due to a change or error) may be ordered by the County at any time. CONTRACTOR shall complete mailing no later than twenty-four (24) hours after receiving the order and data from the County. Orders for such services shall be confirmed in writing by the County.

Readdressing and re-mailing due to CONTRACTOR error shall be solely at CONTRACTOR's cost.

Readdressing and remaining due to COUNTY error shall be invoiced separately at the price set forth in the bid. Any other costs shall be agreed to in writing prior to readdressing and re-mailing.

2.6.5 The County may at any time request that CONTRACTOR delay or cease printing any material. Such authorization may be by phone and will be confirmed in writing within twenty-four (24) hours. The County shall notify CONTRACTOR of a revised schedule within seventy-two (72) hours.

If the request is not due to CONTRACTOR error (i.e., requests including, but not limited to, Court order), then the County shall be invoiced separately at the price set forth in the bid. Any other costs shall be agreed to in writing prior to CONTRACTOR delaying or ceasing printing.

If the request is due to CONTRACTOR error, the County shall not be invoiced for the cost.

2.6.6 In the event of an emergency supplemental ballot order, or if it is determined that the County is responsible for a delay which would cause the CONTRACTOR to be unable to meet delivery deadlines by normal ground transportation, the County 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 may be by phone and shall be confirmed in writing within twenty-four (24) days.

2.6.7 Include a comprehensive ballot inventory of each delivery. Shipments of the same ballot type may not be split among separate deliveries, unless requested by the County.

2.6.8 It shall be CONTRACTOR's responsibility to acquire paper stock of the type, size, weight, and colors to meet the requirements of all Federal, State, and local laws and regulations in place through the life of the contract.

2.7 Inspection and Acceptance

2.7.1 All items are subject to final inspection and acceptance by the County. Such final inspection and acceptance shall be made within a reasonable time after delivery. The CONTRACTOR must provide a delivery slip detailing the specific quantities shipped including the quantity and type of ballots, and number of boxes. All quantities rejected must be replaced by the CONTRACTOR at no cost to the County. Replacement is to begin within 24 hours and to be completed within 48 hours of notification by the County.

2.8 Reduction for late delivery

2.8.1 The County shall have the option to reduce by 2% total charges for each election for each day late that material is delivered by the vendor for any item, unless the delay is due to the County's own delay in providing material to the vendor. The reductions are cumulative.

2.9 Invoices

2.9.1 Invoices shall contain detail as determined by the County. The detail may be at a substantially higher level than other customers from the CONTRACTOR. The detail is necessary due to the reimbursement and revenue needs of the County. Invoices that do not adhere to the predetermined detail will not be paid, until revised by the CONTRACTOR to meet County specifications.

2.10 No Interruption or Adverse Impact

2.10.1 In the event of early termination or cancellation of the contract, CONTRACTOR shall make all reasonable efforts to cooperate with the County to ensure a smooth transition so that there is minimal interruption or adverse impact of services provided to the voters in San Benito County.

3.0 TERM OF AGREEMENT

- 3.1 The initial term shall commence April 1, 2016 through and including March 31, 2019, with the option to extend the AGREEMENT for two (2) additional, one (1) year periods. County is not required to state a reason if it elects not to renew this AGREEMENT.
- 3.2 If County exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any changes in rate and/or terms and conditions.
- 3.3 County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty (30) day written notice, or immediately with cause.

4.0 COMPENSATION AND PAYMENTS

- 4.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet attached hereto.
- 4.2 Prices shall remain firm for the initial term of this AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 4.3 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT.
- 4.4 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.
- 4.5 CONTRACTOR shall levy no additional fees nor surcharges of any kind during the term of this AGREEMENT without first obtaining approval from County in writing.
- 4.6 Tax:
- 4.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.

5.0 INVOICES AND PURCHASE ORDERS

- 5.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the department at the following address:

ELECTIONS DEPARTMENT
440 FIFTH STREET, ROOM 206
HOLLISTER, CALIFORNIA 95023

- 5.2 CONTRACTOR shall reference the RFP/RFQ number on all invoices submitted to County. CONTRACTOR shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this AGREEMENT, and shall promptly submit such invoice to County Auditor-Controller for payment. County Auditor- Controller shall pay the amount certified within 30 days of receiving the certified invoice.

- 5.3 All County of San Benito Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- 5.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County. Surcharges and additional fees not included the AGREEMENT must be approved by County in writing via an Amendment.

6.0 STANDARD INDEMNIFICATION

- 6.1 CONTRACTOR shall indemnify, defend, and hold harmless County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, and agents.

7.0 INSURANCE REQUIREMENTS

7.1 Evidence of Coverage:

- 7.1.1 Prior to commencement of this AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition CONTRACTOR upon request shall provide a certified copy of the policy or policies.

- 7.1.2 This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

- 7.2 Qualifying Insurers: All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by County's Purchasing Officer.

7.3 Insurance Coverage Requirements:

7.3.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

7.3.1.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

7.3.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

7.3.3 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

7.3.4 Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of this AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this AGREEMENT.

7.4 Other Insurance Requirements:

7.4.1 All insurance required by this AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this AGREEMENT.

7.4.2 Each liability policy shall provide that County shall be given notice in writing at least thirty (30) days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from.

7.4.2 Each liability policy shall provide that County shall be given notice in writing at least thirty (30) days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from.

7.4.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of San Benito, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

7.4.4 Prior to the execution of this AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.

7.4.5 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by County, annual certificates to County's Contract Administrator. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles County, at its sole discretion, to terminate this AGREEMENT immediately.

8.0 RECORDS AND CONFIDENTIALITY

8.1 Confidentiality: CONTRACTOR and its officers, employees, and agents, shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this AGREEMENT, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this AGREEMENT except for the sole purpose of carrying out CONTRACTOR's obligations under this AGREEMENT.

- 8.2 County Records: When this AGREEMENT expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this AGREEMENT.
- 8.3 Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this AGREEMENT.
- 8.4 Access to and Audit of Records: County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of County or as part of any audit of County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this AGREEMENT for a period of three years after final payment under the AGREEMENT.

9.0 NON-DISCRIMINATION

- 9.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.).
- 9.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- 9.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTs to perform work under the contract.

10.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS

- 10.1 Independent Contractor: CONTRACTOR shall be an independent contractor and shall not be an employee of San Benito County, nor immediate family of an employee of County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.

- 10.2 Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 100 percent of the original total AGREEMENT amount.

11.0 CONFLICT OF INTEREST

- 11.1 CONTRACTOR covenants that CONTRACTOR, its responsible officers, and its employees having major responsibilities for the performance of work under the AGREEMENT, presently have no interest and during the term of this AGREEMENT will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of CONTRACTOR'S services under this AGREEMENT.

12.0 COMPLIANCE WITH APPLICABLE LAWS

- 12.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws, which may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.
- 12.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- 12.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

13.0 RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT

- 13.1 In the case of default by CONTRACTOR, County may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due to CONTRACTOR or by proceeding against any performance bond of CONTRACTOR, if any, or by suit against CONTRACTOR. The prices paid by County shall be considered the prevailing market price at the time such purchase(s) may be made. Inspections of deliveries or offers for deliveries that do not meet specifications shall be made at the expense of CONTRACTOR.

14.0 - (THIS SECTION IS NOT USED IN THIS AGREEMENT)

15.0 NOTICES

15.1 Non-Assignment: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of County.

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to County's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO COUNTY:

County of San Benito
Department of Elections
440 Fifth Street, Room 206
Hollister, CA 95023
Tel. No.: (831) 636-4016
FAX No.: (831) 636-2939
Email: acurro@cosb.us

TO CONTRACTOR:

K&H Printers-Lithographers, Inc.
7720 Hardeson Road, Suite A
Everett, Washington 98203
Tel. No: (800)451-5740
FAX No. (425)446-3333
Email: dhaines@khprint.com

16.0 LEGAL DISPUTES

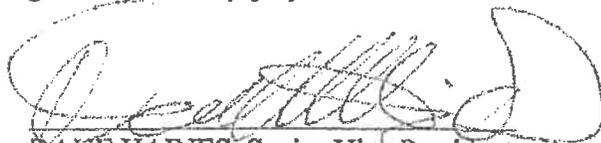
16.1 CONTRACTOR agrees that this AGREEMENT, and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in San Benito County, California.

CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.

The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

JOE PAUL GONZALEZ, Registrar
County of San Benito


DAVE HAINES, Senior Vice President
K&H Printers-Lithographers, Inc.

April 1, 2016

Attachments (A-J)

ATTACHMENT A – COVER PAGE

VOTER INFORMATION PAMPHLET PRINTING AND MAILING SERVICES

CONTRACTOR'S NAME (*name of firm, entity or organization*):

K&H Printers-Lithographers, Inc.

FEDERAL EMPLOYER IDENTIFICATION NUMBER:

NAME AND TITLE OF CONTRACTOR'S CONTACT PERSON:

Dave Haines Sr. Vice President

MAILING ADDRESS:

Street Address: 7720 Hardeson Road Suite A

City, State, Zip: Everett, Washington, 98203

TELEPHONE NUMBER: 800.451.5740

FAX NUMBER: 425.446.3333

E-MAIL ADDRESS: khesrfp@khprint.com

CONTRACTOR'S ORGANIZATIONAL STRUCTURE

Corporation Partnership Proprietorship Joint Venture

Other (explain): _____

If Corporation, Date Incorporated: 7/7/1947 State Incorporated: WA

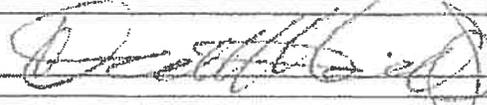
States Registered in as foreign corporation:

CONTRACTOR'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS RFP REQUESTS:

Commercial print and mailing, other election related services

CONTRACTOR'S AUTHORIZED SIGNATURE:

The undersigned hereby certifies that this proposal is submitted in response to this solicitation.

SIGNED: 

DATE: 3/1/2016

PRINT NAME: Dave Haines

TITLE: Sr. VP

ATTACHMENT B – MANDATORY CONTRACTOR REQUIREMENTS

The following requirements apply to all prospective CONTRACTORS.

| | Requirement | Agree (Initial) | Agree with Qualification (Initial and Attach Explanation) |
|----|--|--------------------|--|
| 1. | Provide four (4) references from other agencies, two (2) of which should be government, one (1) of which should be from a Post Office, that you have established a contract with for this type of service. Provide Agency, Contact Name/Address, Phone Number, and Dates Services Were Provided. This information must be included on Attachment D – References . | <i>DH</i> | |
| 2. | Meet other presentation and participation requirements listed in this RFP. | <i>DH</i> | |
| 3. | Submit proposal in the manner as stated in this RFP. | <i>DH</i> | |

SIGNED:  PRINT NAME: Dave Haines

TITLE: Sr. Vice President

DATE: 3/1/2016

ATTACHMENT C – EXCEPTIONS TO RFP

**SAN BENITO COUNTY
Voter Information Pamphlet Printing and Mailing Services**

CONTRACTOR NAME K&H Printers-Lithographers, Inc.

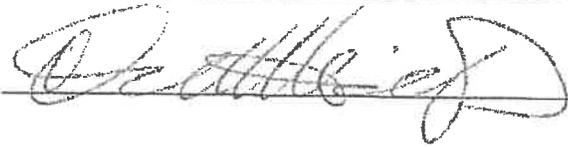
ADDRESS 7720 Hardeson Road Suite A, Everett, Washington, 98203

TELEPHONE# 800.451.5740 FAX # 425.446.3333

I have reviewed the RFP and General Contract Terms in their entirety and have the following exceptions: (Please identify and list your exceptions by indicating RFP, the Section or Paragraph number, and Page number, as applicable. Be specific about your objections to content, language, or omissions. Add as many pages as required.)

None

Name of Authorized Representative Dave Haines

Signature of Authorized Representative 

Date 3/1/2016

ATTACHMENT D – REFERENCES

| Agency | Contact Name/Address | Phone Number | Dates Services Provided (from/through*) |
|---|--|---------------------|--|
| King County Washington | Julie Wise 919 SW Grady Way Renton WA. 98057 | 206-296-1608 | 2011 - Present |
| Salt Lake County Utah | Rozan Mitchell 2001 South State Street Suite S2200 Salt Lake City UT. 84190 | 801-468-3384 | 2007 - Present |
| Shasta County California | Cathy Darling Allen 1643 Market Street Redding CA. 96001 | 530-225-5166 | 2009 - Present |
| Chelan County Washington | Nissa Burger 350 Orondo Street Wenatchee, WA. 98801 | 509-667-6806 | 2006 - Present |
| United States Postal Service (USPS) | Amrik Kamoh 10700 27th Avenue S Seattle, WA 98168 | 206-378-2612 | 2011 - Present |

FOR EACH REFERENCE LISTED ATTACH A LETTER OF REFERENCE TO THIS SHEET.

* Enter "Present" if still providing the services.

ATTACHMENT E – STATEMENT OF CERTIFICATION

The following statements are incorporated as part of our proposal for Voter Information Sample Ballot and Mailing Services in response to County of San Benito RFP No. 2016-102

| | Statement | Agree (Initial) | Agree with Qualification (Initial and Attach Explanation) |
|----|---|-----------------|---|
| 1. | The offer made in this proposal is firm and binding for 60 days from the date the proposal is opened and recorded. | DHB | |
| 2. | All aspects of this proposal, including cost, have been determined independently and without consultation with any other prospective CONTRACTOR or competitor for the purpose of restricting competition. | DHB | |
| 3. | All declarations in the proposal and attachments are true and this shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy by law. | DHB | |
| 4. | All aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a contract awarded. | DHB | |
| 5. | The County will be provided with any other information the County determines is necessary for an accurate determination of our ability to provide the services being proposed. | DHB | |
| 6. | If selected, we will comply with all applicable rules, laws, and regulations. | DHB | |



 Signature

3/1/16

 Date

Dave Haines

 Print name

K+H

 Company

ATTACHMENT F – PRICING SCHEDULE

| LOT I – VOTER INFORMATION PAMPHLETS | UNIT | COST | |
|---|--------------|--------------|--------------|
| | | 2016 – 2017 | 2018 – 2019 |
| Set up each voter information pamphlet type | each | \$100.00 | \$100.00 |
| Set up each inside page | each | \$70.00 | \$70.00 |
| Set up covers (2 colors) | each | \$100.00 | \$100.00 |
| Composition (applies only to data not submitted electronically) | | | |
| Candidate Statements | | | |
| 200/250 words English | each | \$125.00 | \$125.00 |
| 200/250 words Spanish | each | \$200.00 | \$200.00 |
| Text pages (measures, arguments, etc.) | | | |
| English | each | \$70.00 | \$70.00 |
| Spanish | each | \$70.00 | \$70.00 |
| Filler pages | | | |
| English | each | \$70.00 | \$70.00 |
| Spanish | each | \$70.00 | \$70.00 |
| Facsimile sample ballot pages | | | |
| English | each | \$70.00 | \$70.00 |
| Spanish | each | \$70.00 | \$70.00 |
| Software support/programming as requested | per hour | \$200.00 | \$200.00 |
| Customer alterations | | | |
| Line changes | each | \$25.00 | \$25.00 |
| Generate new pages | each | \$50.00 | \$50.00 |
| E-mail & FTP Transfers | per election | \$0.00 | \$0.00 |
| File conversion | per election | \$0.00 | \$0.00 |
| Print and bind booklets (include packaging and delivery) | | | |
| 8 page + cover | per | | |
| 8 | 100/1,000 | \$0.25 each* | \$0.25 each* |
| 16 | 100/1,000 | \$0.41 each* | \$0.41 each* |
| 24 | 100/1,000 | \$0.57 each* | \$0.57 each* |
| 32 | 100/1,000 | \$0.73 each* | \$0.73 each* |
| 40 | 100/1,000 | \$0.89 each* | \$0.89 each* |
| 48 | 100/1,000 | \$1.05 each* | \$1.05 each* |
| 56 | 100/1,000 | \$1.21 each* | \$1.21 each* |
| 64 | 100/1,000 | \$1.37 each* | \$1.37 each* |
| 72 | 100/1,000 | \$1.53 each* | \$1.53 each* |
| 80 | 100/1,000 | \$1.69 each* | \$1.69 each* |
| 88 | 100/1,000 | \$1.85 each* | \$1.85 each* |

ATTACHMENT F (cont)

PRICING SCHEDULE

OTHER COSTS ASSOCIATED WITH VOTER INFORMATION PAMPHLETS

Please specify, and provide the basis for the charge. Freight and delivery are not included in this section:

***Unit Price is the same for quantities of 100, 1000, 10,000, and 25,000**

| LOT II – VOTER INFORMATION PAMPHLET LABELING AND MAILING | UNIT | COST | |
|--|---------------|-------------|-------------|
| | | 2016 – 2017 | 2018 – 2019 |
| Set up each voter information pamphlet type | each | \$0.00 | \$0.00 |
| Carrier route presort | per 1,000 | \$0.00 | \$0.00 |
| Inkjet label, barcode, sort, tie and sack (including delivery to Post Office) | per 1,000 | \$0.00 | \$0.00 |
| Special bar-coding – convert from number to barcode | per 1,000 | \$0.00 | \$0.00 |
| <u>HAND PROCESSING</u> | | | |
| Set up voter information pamphlet groups labeled by hand | per 100 | \$0.00 | \$0.00 |
| Print oversized pressure sensitive labels | per 100 | \$0.00 | \$0.00 |
| Hand affix PS labels | per 100 | \$0.00 | \$0.00 |
| Sort, tie and sack voter information pamphlet types under 1,000 pieces (including delivery to Post Office) | per book type | \$0.00 | \$0.00 |
| Hand merge for maximum postal discount | per 100 | \$0.00 | \$0.00 |

OTHER COSTS ASSOCIATED WITH LABELING AND MAILING

Please specify, and provide the basis for the charge. Freight and delivery are not included in this section:

SIGNATURE PAGE

COUNTY OF SAN BENITO
DEPARTMENT OF ELECTIONS

RFP 2016-102
ISSUE DATE: Feb. 15, 2016



RFP TITLE: OFFICIAL BALLOT PRINTING AND MAILING SERVICES

PROPOSALS ARE DUE:
3:00 P.M., LOCAL TIME, ON Monday, MARCH 7, 2016

QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO
Sara Fontanos, Management Analyst Office of Administration
sfontanos@cosb.us

ADDRESS:
COUNTY OF SAN BENITO
ATT: Sara Fontanos
Elections RFP #2016-101
481 Fourth Street, 1st Floor
Hollister, CA 95023

BIDDERS MUST INCLUDE THE FOLLOWING ITEMS WITH THEIR PROPOSAL:

PRICING IN ACCORDANCE WITH EXHIBITS "A" THROUGH "J" ATTACHED HEREWITH IN AN ORIGINAL AND THREE COPIES

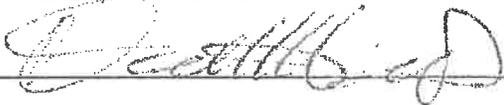
This Signature Page must be included with your submittal in order to validate your proposal.
Proposals submitted without this page will be deemed non-responsive.

CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS RFP.

BIDDERS MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL

I hereby agree to furnish the articles and/or services stipulated in my proposal at the price quoted, subject to the instructions and conditions in the Request for Proposals package. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this proposal package.

Company Name: K&H Printers-Lithographers, Inc. Date: 3/1/2016

Signature:  Phone: 800.451.5740 Fax: 425.446.3333

Printed Name: Dave Haines Title: Sr. VP E-mail: khesrfp@khprint.com

Street Address/PO Box: 7720 Hardeson Rd. Suite A City: Everett State WA ZIP: 98203

License No. (if applicable): _____ License Classification (if applicable): _____

**AGREEMENT BETWEEN
COUNTY OF SAN BENITO AND K&H PRINTERS**

This AGREEMENT is made and entered into by and between the County of San Benito, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and K&H Printers-Lithographers, Inc., hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, County has invited proposals through the Request for Proposals (RFP #2016-102) for **VOTER INFORMATION PAMPHLET PRINTING & MAILING SERVICES**; and, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

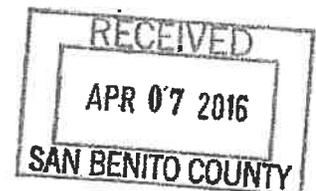
WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

1.0 PERFORMANCE OF THE AGREEMENT

1.1 After consideration and evaluation of the CONTRACTOR's proposal, the County hereby engages CONTRACTOR to provide the services set forth in RFP-2016-002 and in this AGREEMENT on the terms and conditions contained herein and in RFP--2016-002. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

- RFP #2016-102 issued date of February 15, 2016, including all attachments and exhibits
 - Attachment A – Cover Page
 - Attachment B – Mandatory Contractor Requirements
 - Attachment C – Exceptions to RFP
 - Attachment D – References
 - Attachment E – Statement of Certification
 - Attachment F – Pricing Schedule
 - "Signature Page" Validation of Proposal
- Addendum #1 dated February 26, 2016
- CONTRACTOR's Proposal dated March 1, 2016
- Contract Security
- Certificate of Insurance and Additional Insured Endorsements



- 1.2 All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order:
- AGREEMENT, CONTRACTOR's Proposal, RFP-2016-002, including all attachments and exhibits, Addendum/Addenda, Contract Security, Certificate of Insurance, and Additional Insured Endorsements.
- 1.3 **CONTRACTOR** warrants that **CONTRACTOR** and **CONTRACTOR's** agents, and employees, performing services under this **AGREEMENT** are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this **AGREEMENT** and are not employees of the County, or immediate family of an employee of the County.
- 1.4 **CONTRACTOR**, its agents, and employees, shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this **AGREEMENT** that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 1.5 **CONTRACTOR** shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this **AGREEMENT**, except as otherwise specified in this **AGREEMENT**. **CONTRACTOR** shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this **AGREEMENT**.

2.0 SCOPE OF SERVICE

- 2.1 **CONTRACTOR** must provide four (4) references from other agencies (minimum 2 government, 1 postal), demonstrating the experience and ability in preparing and mailing large quantities of vote-by-mail ballots or voter information pamphlets using a non-profit mailing permit. Provide Agency, Contact Name/Address, Phone Number, and Dates Services Were Provided. This information must be included on **Attachment D - References**.
- 2.2 **Authorized Representatives**
- 2.2.1 The County shall designate employees as authorized representatives who will be responsible for coordinating printing, approving proofs, providing authorization to print, and coordinating mailings and deliveries. The **CONTRACTOR** shall act only on instruction from one of these designated persons. The **CONTRACTOR** will likewise designate authorized representatives who will be responsible for coordinating printing and mailing under the contract. All references to the County in this proposal include the Registrar and the designated authorized representatives.
- 2.2.2 Representatives of the County will be given full access to the **CONTRACTOR's**

premises at any time (day or night) when work is being performed for the County. Space will also be made available on-site for County proofreaders, if required by the County.

2.3 Technical Requirements - Voter Information Pamphlets Preparation and Mailing

2.3.1 The voter information pamphlet shall be printed in bilingual format, English and Spanish, and other languages as determined by the County. The voter information pamphlets will be created, assembled, and put into the United States Postal Service (USPS) mail stream on dates as determined by the County. The types and quantities of voter information pamphlets to be printed depend on the type and number of registered voters in the election. Special elections for small districts may include one ballot type and less than 100 ballots. General elections may include more than 30,000 voter information pamphlets.

2.3.2 Creation of the voter information pamphlets includes:

2.3.2.1 The CONTRACTOR will create a layout; perform prepress work and proofing of the voter information pamphlets as instructed by the County. This includes a production document that details the content of each page of the voter information pamphlet. This document will be used for validation and proofing of the pamphlet.

2.3.2.2 Receiving and processing the voter file(s) provided by the County via electronic means.

2.3.2.3 Certifying addresses, sorting out special classes of voters (i.e., military, overseas or out-of-state voters) and qualifying the mailing for the most economical mailing costs.

2.3.2.4 CONTRACTOR shall provide proofs to the County by the date established by the County. CONTRACTOR shall not print items until receiving written approval of the proofs by the County. The County shall not pay for the cost of any items printed by the CONTRACTOR prior to receiving written approval of the proofs by the County.

2.3.2.5 CONTRACTOR shall deliver voter information pamphlets to the designated Post Office for mailing, in addition Contractor shall deliver to the San Benito County Elections office the voter information pamphlets to be sent to the polling places.

2.3.2.6 Creating and addressing the voter information pamphlets with all required information to include:

- a. Voter's Name and Address
- b. Post net barcode
- c. Voter ID barcode
- d. Election, precinct, polling place location and accessibility, and ballot information determined by the County

2.3.3 The CONTRACTOR shall employ project management and quality control

measures to ensure a 100% accurate assembly of the voter information pamphlets. Control measures will be in place to ensure: that the correct voter information pamphlets are issued, that only one voter information pamphlet is sent to each registered voter, that voter information pamphlets are not omitted, and that the voter information pamphlets are correctly grouped by category and mailing status.

Representatives of the County may be present during the assembly process to ensure that the measures are in place and being followed. Travel and lodging expenses for County employees will be the responsibility of the County. The CONTRACTOR must provide to the County a sample of the final product, including mailing envelope, voter information pamphlet, and other material.

- 2.3.4 The County will determine the timelines, milestones and delivery dates at least 80 days prior to an election. The assembly process will not exceed 7 business days, excluding County holidays, unless approved by the County.
- 2.3.5 Military and overseas voter information pamphlets will be mailed first class by the CONTRACTOR, unless the County determines otherwise.
- 2.3.6 All voter information pamphlets will be mailed by the CONTRACTOR from the United States Postal Service location at San Jose Main Post Office, or another location as determined by the County.

2.4 Packaging of Additional Voter Information Pamphlets

- 2.4.1 Voter information pamphlets are to be placed in boxes in order, specified by the County. A receipt shall be included inside the box that includes the election name and date, precinct number, ballot type, party information (presidential primary elections only), quantity and serial numbers, if applicable. There shall be a label on the outside of the box that will include the election name and date, precinct number, polling place name and address, ballot type, party information (presidential primary elections only), and quantity. When more than one box is necessary, the label will also indicate the total number of boxes (x of y) and the total number of voter information pamphlets in the box. The last box label will indicate the total number of all voter information pamphlets ordered.
- 2.4.2 There must be two documents included with each shipment: 1) a packing slip; and 2) a quality assurance slip reflecting the steps taking by the CONTRACTOR to ensure the quality of the product.
- 2.4.3 Standard size boxes should be used and clearly labeled with content information.
- 2.4.4 Boxes are to be palletized in voter information pamphlet type order with the highest voter information pamphlet type on the bottom of the pallet.
- 2.4.5 Labels shall be faced out for easy identification. Additional packaging and labeling instructions may be included with each order.
- 2.4.6 The County may integrate the outgoing mailing of the voter's vote-by-mail ballot in

the same envelope as that voter's voter information pamphlet. If so, the CONTRACTOR shall make all reasonable efforts to make possible the integration, including coordinating with the vendor responsible for the vote-by-mail ballot. In the event that integration does not occur, for any reason, the CONTRACTOR shall provide to the County, in writing, a detailed explanation.

2.5 Delivery

- 2.5.1 Ground transportation should be considered the normal method of delivery for the purpose of calculating bid pricing. If the CONTRACTOR 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 County.
- 2.5.2 Emergency supplemental voter information pamphlet orders must be received within seventy-two (72) hours of being placed by the County.
- 2.5.3 Readdressing and remailing of a portion of the voter information pamphlets (such as a specific type/precinct, or a specific political party within a ballot type/precinct that were reprinted due to a change or error) may be ordered by the County at any time. CONTRACTOR shall complete mailing no later than twenty-four (24) hours after receiving the order from the County. Orders for such services shall be confirmed in writing by the County.
- 2.5.4 Readdressing and remailing due to CONTRACTOR error shall be solely at CONTRACTOR'S expense.
- 2.5.5 Readdressing and remailing due to COUNTY error shall be invoiced separately at the price set forth in the bid. Any other costs shall be agreed to in writing prior to readdressing and remailing.
- 2.5.6 The County may at any time request that CONTRACTOR delay or cease printing any material. Such authorization may be by phone and will be confirmed in writing within twenty-four (24) hours. The County shall notify CONTRACTOR of a revised scheduled within seventy-two (72) hours.
- 2.5.7 If the request is not due to CONTRACTOR error (i.e., requests include, but not limited to, Court order), then the County shall be invoiced separately at the price set forth in the bid. Any other costs shall be agreed to in writing prior to CONTRACTOR delaying or ceasing printing.
- 2.5.8 If the request is due to CONTRACTOR error, the County shall not be invoiced for the cost.
- 2.5.9 In the event of an emergency supplemental voter information pamphlet order, or if it is determined that the County is responsible for a delay which would cause the CONTRACTOR to be unable to meet delivery deadlines by normal ground transportation, the County 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 may be by phone and will be confirmed in writing within seven (7) days.

2.5.10 Include a comprehensive voter information pamphlet inventory of each delivery. Shipments of the same ballot type may not be split among separate deliveries, unless requested by the County.

2.5.11 Include a "road map." A road map is defined as a file that contains the amount and type of voter information pamphlets printed and mailed for each jurisdiction. A typical road map may be a spreadsheet 100 columns by 40 rows. Each row represents a different ballot type. Each column represents a different page. Each column shall contain abbreviated detail of each page of each voter information pamphlet for each ballot type. The County shall determine the level of detail.

2.5.12 It shall be Contractor's responsibility to acquire paper stock of the type, size, weight, and colors to meet the requirements of all of the following: the State of California Elections Code; the California Secretary of State, and the County.

2.6 Inspection and Acceptance

2.6.1 All items are subject to final inspection and acceptance by the County. Such final inspection and acceptance shall be made within a reasonable time after delivery. The CONTRACTOR must provide a delivery slip detailing the specific quantities shipped including the quantity and type of voter information pamphlets, number of packing cartons and number of pallets. All quantities rejected must be replaced by the CONTRACTOR at no cost to the County. Replacement is to begin within 24 hours and to be completed within 48 hours of notification by the County.

2.7 Reduction for late delivery

2.7.1 The County shall have the option to reduce by 2% total charges for each election for each day late that material is delivered by the vendor for any item, unless the delay is due to the County's own delay in providing material to the vendor. The reductions are cumulative.

2.8 Invoices

2.8.1 Invoices shall contain detail as determined by the County. The detail may be at a substantially higher level than other customers from the CONTRACTOR. The detail is necessary due to the reimbursement and revenue needs of the County. Invoices that do not adhere to the predetermined detail will not be paid, until revised by the CONTRACTOR to meet County specifications.

2.9 No Interruption or Adverse Impact

2.9.1 In the event of early termination or cancellation of the contract, CONTRACTOR shall make all reasonable efforts to cooperate with the County to ensure a smooth transition so that there is minimal interruption or adverse impact of services provided to the voters in San Benito County

3.0 TERM OF AGREEMENT

- 3.1 The initial term shall commence April 1, 2016 through and including March 31, 2019, with the option to extend the AGREEMENT for two (2) additional, one (1) year periods. County is not required to state a reason if it elects not to renew this AGREEMENT.
- 3.2 If County exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any changes in rate and/or terms and conditions.
- 3.3 County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty (30) day written notice, or immediately with cause.

4.0 COMPENSATION AND PAYMENTS

- 4.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet attached hereto.
- 4.2 Prices shall remain firm for the initial term of this AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 4.3 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT.
- 4.4 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.
- 4.5 CONTRACTOR shall levy no additional fees nor surcharges of any kind during the term of this AGREEMENT without first obtaining approval from County in writing.
- 4.6 Tax:
 - 4.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.

INVOICES AND PURCHASE ORDERS

- 5.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the department at the following address:

ELECTIONS DEPARTMENT
440 FIFTH STREET, ROOM 206
HOLLISTER, CALIFORNIA 95023

- 5.2 CONTRACTOR shall reference the RFP/RFQ number on all invoices submitted to County. CONTRACTOR shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the

amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this AGREEMENT, and shall promptly submit such invoice to County Auditor-Controller for payment. County Auditor- Controller shall pay the amount certified within 30 days of receiving the certified invoice.

- 5.3 All County of San Benito Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- 5.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County. Surcharges and additional fees not included the AGREEMENT must be approved by County in writing via an Amendment.

STANDARD INDEMNIFICATION

- 6.1 CONTRACTOR shall indemnify, defend, and hold harmless County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, and agents.

INSURANCE REQUIREMENTS

7.1 Evidence of Coverage:

- 7.1.1 Prior to commencement of this AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition CONTRACTOR upon request shall provide a certified copy of the policy or policies.
- 7.1.2 This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

7.2 Qualifying Insurers: All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by County's Purchasing Officer.

7.3 Insurance Coverage Requirements:

7.3.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

7.3.1.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

7.3.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

7.3.3 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

7.3.4 Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of this AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this AGREEMENT.

7.4 Other Insurance Requirements:

7.4.1 All insurance required by this AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this AGREEMENT.

- 7.4.2 Each liability policy shall provide that County shall be given notice in writing at least thirty (30) days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from.
- 7.4.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of San Benito, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.
- 7.4.4 Prior to the execution of this AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.
- 7.4.5 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by County, annual certificates to County's Contract Administrator. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles County, at its sole discretion, to terminate this AGREEMENT immediately.

8.0 RECORDS AND CONFIDENTIALITY

- 8.1 **Confidentiality:** CONTRACTOR and its officers, employees, and agents, shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this AGREEMENT, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this AGREEMENT except for the sole purpose of carrying out CONTRACTOR's obligations under this AGREEMENT.

- 8.2 County Records: When this AGREEMENT expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this AGREEMENT.
- 8.3 Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this AGREEMENT.
- 8.4 Access to and Audit of Records: County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of County or as part of any audit of County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this AGREEMENT for a period of three years after final payment under the AGREEMENT.

9.0 NON-DISCRIMINATION

- 9.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.).
- 9.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- 9.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTs to perform work under the contract.

10.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS

- 10.1 Independent Contractor: CONTRACTOR shall be an independent contractor and shall not be an employee of San Benito County, nor immediate family of an employee of County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.

10.2 Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 100 percent of the original total AGREEMENT amount.

11.0 CONFLICT OF INTEREST

11.1 CONTRACTOR covenants that CONTRACTOR, its responsible officers, and its employees having major responsibilities for the performance of work under the AGREEMENT, presently have no interest and during the term of this AGREEMENT will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of CONTRACTOR'S services under this AGREEMENT.

12.0 COMPLIANCE WITH APPLICABLE LAWS

12.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws, which may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

12.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

12.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

13.0 RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT

13.1 In the case of default by CONTRACTOR, County may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due to CONTRACTOR or by proceeding against any performance bond of CONTRACTOR, if any, or by suit against CONTRACTOR. The prices paid by County shall be considered the prevailing market price at the time such purchase(s) may be made. Inspections of deliveries or offers for deliveries that do not meet specifications shall be made at the expense of CONTRACTOR.

14.0 – (THIS SECTION IS NOT USED IN THIS AGREEMENT)

15.0 NOTICES

15.1 Non-Assignment: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of County.

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to County's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO COUNTY:
County of San Benito
Department of Elections
440 Fifth Street, Room 206
Hollister, CA 95023
Tel. No.: (831) 636-4016
FAX No.: (831) 636-2939
Email: acuro@cosb.us

TO CONTRACTOR:
K&H Printers-Lithographers, Inc.
7720 Hardeson Road, Suite A
Everett, Washington 98203
Tel. No: (800)451-5740
FAX No. (425)446-3333
Email: dhaines@khprint.com

16.0 LEGAL DISPUTES

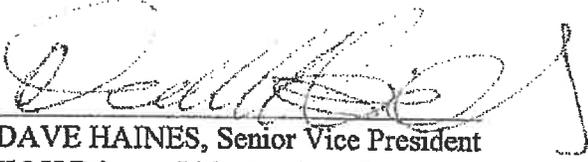
16.1 CONTRACTOR agrees that this AGREEMENT, and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in San Benito County, California.

CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.

The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

JOE PAUL GONZALEZ, Registrar
County of San Benito


DAVE HAINES, Senior Vice President
K&H Printers-Lithographers, Inc.

April 1, 2016

Attachments (A-J)

ATTACHMENT A – COVER PAGE

OFFICIAL BALLOT PRINTING AND MAILING SERVICES

CONTRACTOR'S NAME (*name of firm, entity or organization*):

K&H Printers-Lithographers, Inc.

FEDERAL EMPLOYER IDENTIFICATION NUMBER:

NAME AND TITLE OF CONTRACTOR'S CONTACT PERSON:

Dave Haines Sr. Vice President

MAILING ADDRESS:

Street Address: 7720 Hardeson Road Suite A

City, State, Zip: Everett, Washington, 98203

TELEPHONE NUMBER: 800.451.5740

FAX NUMBER: 425.446.3333

E-MAIL ADDRESS: khesrfp@khprint.com

CONTRACTOR'S ORGANIZATIONAL STRUCTURE

Corporation Partnership Proprietorship Joint Venture

Other (explain): _____

If Corporation, Date Incorporated: 7/7/1947 State Incorporated: WA

States Registered in as foreign corporation: _____

CONTRACTOR'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS RFP REQUESTS:

Commercial print and mailing, other election related services

CONTRACTOR'S AUTHORIZED SIGNATURE:

The undersigned hereby certifies that this proposal is submitted in response to this solicitation.

SIGNED: _____

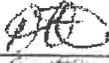
DATE: 3/1/2016

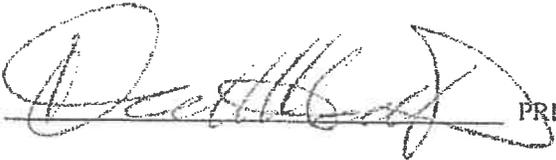
PRINT NAME: Dave Haines

TITLE: Sr. VP

ATTACHMENT B – MANDATORY CONTRACTOR REQUIREMENTS

The following requirements apply to all prospective CONTRACTORS.

| | Requirement | Agree (Initial) | Agree with Qualification (Initial and Attach Explanation) |
|----|--|---|--|
| 1. | Be certified by the Secretary of State of California to print OPTECH ballots for use on Dominion Voting Systems (Sequoia Voting Systems) OPTECH 400-C central count machines. Attach copy of current certification. |  | |
| 2. | Provide four (4) references from other agencies, two (2) of which should be government, one (1) of which should be from a Post Office, that you have established a contract with for this type of service. Provide Agency, Contact Name/Address, Phone Number, and Dates Services Were Provided. This information must be included on Attachment D – References. |  | |
| 3. | Meet other presentation and participation requirements listed in this RFP. |  | |
| 4. | Submit proposal in the manner as stated in this RFP. |  | |

SIGNED:  PRINT NAME: Dave Haines

TITLE: Sr. Vice President

DATE: 3/1/2016

ATTACHMENT C – EXCEPTIONS TO RFP

**SAN BENITO COUNTY
Ballot Printing and Mailing Services**

CONTRACTOR NAME K&H Printers-Lithographers, Inc.

ADDRESS 7720 Hardeson Road Suite A, Everett, Washington, 98203

TELEPHONE# 800.451.5740 FAX # 425.446.3333

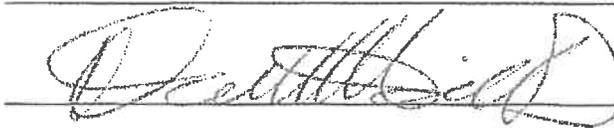
I have reviewed the RFP and General Contract Terms in their entirety and have the following exceptions: (Please identify and list your exceptions by indicating RFP, the Section or Paragraph number, and Page number, as applicable. Be specific about your objections to content, language, or omissions. Add as many pages as required.)

None

Name of Authorized Representative

Dave Haines

Signature of Authorized Representative



Date 3/1/2016

ATTACHMENT D – REFERENCES

| Agency | Contact Name/Address | Phone Number | Dates Services Provided (from/through*) |
|---|--|---------------------|--|
| King County Washington | Julie Wise 919 SW Grady Way Renton WA. 98057 | 206-296-1608 | 2011 - Present |
| Salt Lake County Utah | Rozan Mitchell 2001 South State Street Suite S2200 Salt Lake City UT. 84190 | 801-468-3384 | 2007 - Present |
| Shasta County California | Cathy Darling Allen 1643 Market Street Redding CA. 96001 | 530-225-5166 | 2009 - Present |
| Chelan County Washington | Nissa Burger 350 Orondo Street Wenatchee, WA. 98801 | 509-667-6806 | 2006 - Present |
| United States Postal Service (USPS) | Amrik Kamoh 10700 27th Avenue S Seattle, WA 98168 | 206-378-2612 | 2011 - Present |

FOR EACH REFERENCE LISTED ATTACH A LETTER OF REFERENCE TO THIS SHEET.

* Enter "Present" if still providing the services.

ATTACHMENT E – STATEMENT OF CERTIFICATION

The following statements are incorporated as part of our proposal for Ballot Printing and Mailing Services in response to County of San Benito RFP No. 2016-101

| | Statement | Agree (Initial) | Agree with Qualification (Initial and Attach Explanation) |
|----|---|--|---|
| 1. | The offer made in this proposal is firm and binding for 60 days from the date the proposal is opened and recorded. |  | |
| 2. | All aspects of this proposal, including cost, have been determined independently and without consultation with any other prospective CONTRACTOR or competitor for the purpose of restricting competition. |  | |
| 3. | All declarations in the proposal and attachments are true and this shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy by law. |  | |
| 4. | All aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a contract awarded. |  | |
| 5. | The County will be provided with any other information the County determines is necessary for an accurate determination of our ability to provide the services being proposed. |  | |
| 6. | If selected, we will comply with all applicable rules, laws, and regulations. |  | |

Signature  Date 3/1/2016

Print name Dave Haines

Company K&H Printers-Lithographers, Inc.

ATTACHMENT F – PRICING SCHEDULE (REVISED)

COST SHEET

REMINDER – All Pricing is to be MUST include FOB Destination Cost

BALLOT PRINTING SET UP COSTS (Per Ballot type):

| Type of charge | 1 column 1 sided | 2 column 1 sided | 3 column 1 sided | 3 column 2 sided |
|----------------------------|------------------|------------------|------------------|------------------|
| Admin charges | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Process print files/plates | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Press set-up charges | \$0.00 | \$0.00 | \$0.00 | \$0.00 |

* Press set-up charges are not per ballot type.

Press set-up charges are per common ballot face (i.e. – assembly district).

BALLOT PRINTING COSTS (Per 100 ballots as described in Schedule G):

| Number of ballots | 1 to 100 | 101 to 1,000 | 1,001 to 10,000 | 10,001 to 25,000 |
|------------------------------------|--|--|--|--|
| 1 column one side (12" Length) | \$0.28 Mail Ballots \$0.26 Non-Mail Ballots |
| 2 column one side (12" Length) | \$0.28 Mail Ballots \$0.26 Non-Mail Ballots |
| 3 column one sided (19" Length) | \$0.28 Mail Ballots \$0.26 Non-Mail Ballots |
| 3 column two sided (19" Length) | \$0.28 Mail Ballots \$0.26 Non-Mail Ballots |

BALLOT PROCESSING & MAILING (Per 100 and 1,000 ballots cost by range noted below)

EXCLUDING Envelope printing:

| Number of ballots | 1 to 100 | 101 to 1,000 | 1,001 to 10,000 | 10,001 to 25,000 |
|---------------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|
| Set-up charges | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Assembly/Processing & Mailing Cost | \$0.26 per Assembled Packet* | \$0.26 per Assembled Packet* | \$0.26 per Assembled Packet* | \$0.26 per Assembled Packet* |

NOTE: Postage for VBM/MB mailings is paid directly by San Benito County.

If additional ballot processing and mailing charges are required due to different ballot sizes please detail and explain below:

*Add \$0.10 per Additional Card

Subsequent Extracts: \$0.28 per Card Printed

\$0.36 per Packet Assembled**

**Add \$0.10 per Additional Card

Envelope Pricing

| Envelope Type | Printing Quantity | Unit Price per Envelope | Sales Tax per Envelope |
|---|-------------------|--------------------------------|------------------------|
| 3 Column Outer Envelope STDNP | 10,000 | \$0.098 | 0.092% |
| 3 Column Outer Envelope Presort 1st Class | 30,000 | \$0.098 | 0.092% |
| 3 Column Outer Envelope No Indicia | 5,000 | \$0.098 | 0.092% |
| 3 Column Outer Envelope Military | 250 | \$0.098 minimum order 1,000 | 0.092% |
| 3 Column SBS Return Envelope Post. Req'd. | 30,000 | \$0.189 | 0.092% |
| 3 Column SBS Return Envelope BRM | 10,000 | \$0.189 | 0.092% |
| 3 Column SBS Return Envelope Military | 250 | \$0.189 minimum order 1,000 | 0.092% |
| 2 Column Outer Envelope STDNP | 10,000 | \$0.086 | 0.092% |
| 2 Column Outer Envelope Presort 1st Class | 30,000 | \$0.086 | 0.092% |
| 2 Column Outer Envelope No Indicia | 5,000 | \$0.086 | 0.092% |
| Booklet Envelope Military | 250 | \$0.086 minimum order 1,000 | 0.092% |
| 2 Column SBS Return Envelope Post. Req'd. | 30,000 | \$0.154 | 0.092% |
| 2 Column SBS Return Envelope BRM | 10,000 | \$0.154 | 0.092% |

Envelope Details

\$150.00 Envelope Pre-Press Fee: only applies for new (or change in) art composition (charged per order/not version)

\$100.00 Per Plate Change Fee: only applied when changing plates for additional envelope versions (example: Outer standard, Outer UOCAVA are 2 different versions; plate change fee does not apply to the first envelope version)

Early Order Discounts

Envelopes: 10% discount if ordered by E-120



SIGNATURE PAGE

COUNTY OF SAN BENITO
DEPARTMENT OF ELECTIONS

RFP 2016-101
ISSUE DATE: Feb. 15, 2016



RFP TITLE: OFFICIAL BALLOT PRINTING AND MAILING SERVICES

PROPOSALS ARE DUE:
3:00 P.M., LOCAL TIME, ON Monday, MARCH 7, 2016

QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO
Sara Fontanos, Management Analyst Office of Administration
sfontanos@cosh.us

ADDRESS:
COUNTY OF SAN BENITO
ATT: Sara Fontanos
Elections RFP #2016-101
481 Fourth Street, 1st Floor
Hollister, CA 95023

BIDDERS MUST INCLUDE THE FOLLOWING ITEMS WITH THEIR PROPOSAL:

PRICING IN ACCORDANCE WITH EXHIBITS "A" THROUGH "J" ATTACHED HEREWITH IN AN ORIGINAL AND THREE COPIES

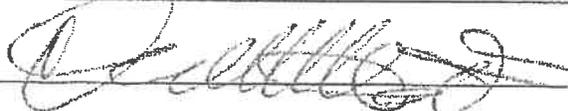
This Signature Page must be included with your submittal in order to validate your proposal.
Proposals submitted without this page will be deemed non-responsive.

CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS RFP.

BIDDERS MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL

I hereby agree to furnish the articles and/or services stipulated in my proposal at the price quoted, subject to the instructions and conditions in the Request for Proposals package. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this proposal package.

Company Name: K&H Printers-Lithographers, Inc. Date: 3/1/2016

Signature:  Phone: 800.451.5740 Fax: 425.446.3333

Printed Name: Dave Haines Title: Sr. VP E-mail: khesrfp@khprint.com

Street Address/PO Box: 7720 Hardeson Rd. Suite A City: Everett State: WA ZIP: 98203

License No. (if applicable): _____ License Classification (if applicable): _____

ATTACHMENT B

General Terms and Conditions

C-1. INDEMNIFICATION.

CONTRACTOR and COUNTY each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

C-2. GENERAL INSURANCE REQUIREMENTS.

Without limiting CONTRACTOR's duty to indemnify COUNTY, CONTRACTOR shall comply with the insurance coverage requirements set forth in the contract and in this attachment. Those insurance policies mandated by Paragraph C-3 shall satisfy the following requirements:

- (a) Each policy shall be issued by a company authorized by law to transact business in the State of California.
- (b) Each policy shall provide that COUNTY shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal thereof.
- (c) The comprehensive motor vehicle and comprehensive general liability policies shall each provide an endorsement naming the County of San Benito and its officers, agents and employees as additional insureds.
- (d) The required coverage shall be maintained in effect throughout the term of this contract.

CONTRACTOR shall require all subcontractors performing work under this contract to obtain substantially the identical insurance coverage required of CONTRACTOR pursuant to this agreement.

C-3. INSURANCE COVERAGE REQUIREMENTS.

If required by paragraph 5 of the contract, CONTRACTOR shall maintain the following insurance policies in full force and effect during the term of this contract:

- (a) Comprehensive general liability insurance. CONTRACTOR shall maintain comprehensive general liability insurance, covering all of CONTRACTOR's operations with a combined single limit of not less than the amount set out in paragraph 5 of this contract.
- (b) Professional liability insurance. CONTRACTOR shall maintain professional liability insurance with liability limits of not less than the amount set out in paragraph 5 of this contract.

- (c) Comprehensive motor vehicle liability insurance. CONTRACTOR shall maintain comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned and hired) used in providing services under this contract, with a combined single limit of not less than the amount set out in Paragraph 5 of this contract.
- (d) Workers' compensation insurance. CONTRACTOR shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If CONTRACTOR elects to be self-insured, the certificate of insurance otherwise required by this contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations.

C-4. CERTIFICATE OF INSURANCE.

Prior to the commencement of performance of services by CONTRACTOR and prior to any obligations of COUNTY, CONTRACTOR shall file certificates of insurance with COUNTY, showing that CONTRACTOR has in effect the insurance required by this contract. CONTRACTOR shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, CONTRACTOR may provide proof of self-insurance meeting requirements equivalent to those imposed herein. CONTRACTOR warrants that CONTRACTOR's self-insurance provides substantially the same protection to COUNTY as the insurance required herein. CONTRACTOR further agrees to notify COUNTY in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

C-5. RECORDS TO BE MAINTAINED.

CONTRACTOR shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. CONTRACTOR shall contractually require that all of CONTRACTOR's subcontractors performing work called for under this contract also keep and maintain such records. All such records, whether kept by CONTRACTOR or any subcontractor, shall be made available to COUNTY or its authorized representative, or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by COUNTY, its authorized representative, or officials of the State of California.

C-6. RETENTION OF RECORDS.

CONTRACTOR shall maintain and preserve all records related to this contract for a period of three years from the close of the fiscal year in which final payment under this contract is made. CONTRACTOR shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial three year period shall arise only if the COUNTY notifies CONTRACTOR of the commencement of an audit prior to the expiration of the three year period.

C-7. TITLE TO DOCUMENTS; COPYRIGHT.

All reports and other materials collected or produced by the CONTRACTOR or any subcontractor of CONTRACTOR shall, after completion and acceptance of the contract, become the property of COUNTY, and shall not be subject to any copyright claimed by the CONTRACTOR, subcontractor, or their agents or employees. CONTRACTOR may retain copies of all such materials exclusively for administrative purposes. Any use of completed or uncompleted documents for other projects by CONTRACTOR, any subcontractor, or any of their agents or employees, without the prior written consent of COUNTY is prohibited.

C-8. INDEPENDENT CONTRACTOR.

CONTRACTOR and its officers and employees, in the performance of this contract, are independent contractors in relation to COUNTY and not officers or employees of COUNTY. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of COUNTY. CONTRACTOR shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. CONTRACTOR further represents to COUNTY that CONTRACTOR has no expectation of receiving any benefits incidental to employment.

C-9. CONFLICT OF INTEREST.

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONTRACTOR further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be used or employed.

C-10. COMPLIANCE WITH APPLICABLE LAWS.

CONTRACTOR shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

C-11. NONDISCRIMINATION.

CONTRACTOR shall not discriminate in the employment of persons necessary to perform this contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.

C-12. BANKRUPTCY.

CONTRACTOR shall immediately notify COUNTY in the event that CONTRACTOR ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

C-13. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION OF DUTIES.

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONTRACTOR without the prior written consent of COUNTY, and any attempted assignment or delegation without such consent shall be void.

C-14. NEGOTIATED CONTRACT.

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

C-15. SEVERABILITY.

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

C-16. ENTIRE CONTRACT.

This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

C-17. TIME IS OF THE ESSENCE.

Time is of the essence in the performance of this contract.

C-18. TERMINATION.

Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give advance written notice to the other party. The termination shall be effective no earlier than the expiration of the number of days specified in paragraph 6 of this contract. The termination notice shall be made as specified in paragraph C-19, below. In the event of termination, COUNTY shall pay CONTRACTOR for all work satisfactorily performed prior to the effective date of the termination.

C-19. NOTICES.

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first-class postage fully prepaid; or

- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 8 of this contract, provided that an original of such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employee specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

C-21. MATERIALITY.

The parties consider each and every term, covenant, and provision of this contract to be material and reasonable.

C-22. WAIVER.

Waiver by either party of a breach of any covenant of this contract will not be construed to be a continuing waiver of any subsequent breach. COUNTY's receipt of consideration with knowledge of CONTRACTOR's violation of a covenant does not waive its right to enforce any covenant of this contract. The parties shall not waive any provisions of this contract unless the waiver is in writing and signed by all parties.

C-23. AUTHORITY AND CAPACITY.

CONTRACTOR and CONTRACTOR's signatory each warrant and represent that each has full authority and capacity to enter into this contract.

C-24. BINDING ON SUCCESSORS.

All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of CONTRACTOR. CONTRACTOR and all of CONTRACTOR's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this contract.

C-25. CUMULATION OF REMEDIES.

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

C-26. INDEPENDENT ADVICE.

Each party hereby represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also

represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

C-27. NO RELIANCE ON REPRESENTATIONS.

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this contract may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

C-28. REDUCTION OF CONSIDERATION.

CONTRACTOR agrees that COUNTY shall have the right to deduct from any payments specified in Attachment B any amount owed to COUNTY by CONTRACTOR as a result of any obligation arising prior to, or after, the execution of this contract. For purposes of this paragraph, obligations arising prior to, or after, the execution of this contract may include, without limitation, any property tax, secured or unsecured, which tax is in arrears. If COUNTY exercises the right to reduce the consideration specified in Attachment B, COUNTY, at the time of making a reduced payment, shall give CONTRACTOR notice of the amount of any off-set and the reason for the reduction.

C-29. COUNTERPARTS.

This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one contract.

END OF ATTACHMENT B.

