

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 December 14, 2021, and end on December 14, 2025, 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 Election Printing and Mailing Services (RFQ #2021-100). 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: _____
Title: _____
Address: _____

Telephone No.: _____
Fax No.: _____

SIGNATURES

APPROVED BY COUNTY:

Name: _____
Title: _____
Date: _____

APPROVED BY CONTRACTOR:

Name: _____
Title: _____
Date: _____

APPROVED AS TO LEGAL FORM:
San Benito County Counsel

Joel Ellinwood

By: Joel Ellinwood, Assistant County Counsel
Date: December 14, 2021

ATTACHMENT A



ELECTION SERVICES

“PERFECT & TIMELY”

Proposal in Response to:

San Benito County
RFQ# 2021-100

ORIGINAL

**ELECTION PRINTING AND MAILING
SERVICES**

Closing Date:
October 29, 2021, 5pm (PST)

Section 1: Cover Letter – Executive Summary

7720 Hardeson Rd., Suite A
Everett, WA 98203



October 25, 2021

San Benito County

Thank you for the opportunity to respond to your RFP: # **2021-100** entitled ***“ELECTIONS PRINTING AND MAILING SERVICES”***

K&H has over 20 years of experience in perfecting the vote by mail process. In the November 2020 election cycle, we produced over 80 million ballot cards and mailed over 22 million VBM packets. We currently serve over 60 counties using many different types of systems and have produced hundreds of millions of ballots over the past decade.

We have been producing and mailing ballots and voter information guides for San Benito County since 2006, so we are very familiar with your processes, and can perform all of the requirements outlined in this RFQ.

What makes our service unique from others, and especially attractive to counties, is that we only print ballots for each voter request. This means that the county is not stuck with leftover ballots. Our pricing is competitive as is, but when you add the fact that you are not printing extra ballots and throwing them away, our offer looks even better.

We are proud of our standing in the election community. Our customers know that they have hired the best, and we are always innovating to improve our offering. In 2020 we tested and introduced a couple of new things. First is the ability to track a ballot through the mail both out to the voter, and again as it returns from the voter to the county. All of this activity is provided to the County via our MARS™ web portal or through an API for use on the County website.

We also introduced the ‘Wrap’ which eliminates the perforated stub and can replace the voter instructions. The ‘Wrap’ also allows for one-to-one communication with the voter. As an example, if you have an FTFV, you can present instructions to them about submitting ID with their return ballot. Using geocoding you can also tell every voter where the closest drop boxes are to their residence address. We are just now introducing a unique QR code onto the wrap, the voter can scan this QR code and it will take them directly to the BallotTrax website and show them their current ballot status.

Our process begins and ends with data, along with a complete audit trail of every action in between. Processing the data through our HELIOS system creates the initial data to drive ballots that are manufactured in postal sequence. They are then matched into an envelope using control systems equipped with cameras, sensors and barcode readers. When completely assembled we process the resultant data through MARS™ (Mail Assembly Reconciliation System).

In the end we can produce audit reports that proves every ballot was printed correctly, that every voter was sent a packet, and that every packet contains the correct ballot. This audit data, along with data picked up from the USPS tracking system, is carried through to a MARS™ web portal which allows the County to view or download reports. For more detailed information regarding our processes Appendix A – Trade Secrets has been provided as a separate document.

We look forward to continuing our successful relationship.

A handwritten signature in blue ink, appearing to read 'Dave Haines', is written over a light blue horizontal line.

Dave Haines
Sr. Vice President ~ 425.446.3318 ~ dhaines@khprint.com
Fax 425.446.3333

SIGNATURE PAGE

COUNTY OF SAN BENITO
ELECTIONS DIVISION

RFP # 2021-100
ISSUE DATE: JUNE 07, 2021



RFP TITLE: **OFFICIAL- ELECTION PRINTING AND MAILING SERVICES**

PROPOSALS ARE DUE:
5:00 P.M., LOCAL TIME, ON July 07, 2021

MAILING ADDRESS:
COUNTY OF SAN BENITO
ATT: DAVID QUICK
440 5TH Street, Room 206
HOLLISTER, CA 95023

QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO
David Quick, dquick@cosb.us (831) 636-4016

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL (1 original plus 4 copies):

ALL REQUIRED CONTENT AS DEFINED PER SECTION 7.1 HEREIN

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

CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION.

CONTRACTOR 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 Proposal 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 Election Services Date 10.25.21

Signature:  Printed Name: Dave Haines

Street Address: 7720 Hardeson Road, Suite A

City: Everett State: WA Zip: 98203

Phone: (425) 327.0170 Fax: (425) 446-3333 Email: dhaines@khprint.com

License No. (If applicable): _____

License Classification (If applicable): _____

*County of San Benito
Election Services*

Table of Contents

San Benito County

RFP# 2021-100

Election Printing and Mailing Services

Section	Proposal Requirements	Page
1	Cover Letter – Executive Summary	1
1	Signature Page	2
1	Receipt of Signed Addenda (If Any)	3
1	Table of Contents	4
2	Proposed Scope-Of-Work Or Qualifications	5
3	Project Experience and References	6
4	Statement to Service Entire County	11
5	Environmentally Friendly Practices	12
6	Pricing (Attachment A) & Warranty	13
7	Exceptions	19
8	Appendix A – Trade Secrets Confidential Disclosure (separate binder)	Separate



Section 2: Proposed Scope-Of-Work Or Qualifications



7720 Hardeson Rd., Suite A
Everett, WA 98203

October 25, 2021

San Benito County

Section 2, Pre-Qualifications/Licensing Requirements:

Pre-Qualifications/Licensing: CONTRACTOR must acknowledge in writing that it meets all the pre-qualifications and licensing requirements as set forth in Section 2.0 herein.

Note: the above section reference should be to Section 7.0 Licensing/Security Requirements as directed in the Q/A response #2.

K&H Election Services acknowledges that it meets all prequalifications and licensing requirements as outlined in section 7.0 Licensing/Security Requirements.

Section 3: Project Experience and References

Key Staff Persons: CONTRACTOR shall identify key staff and their qualifications and experience proposed for the service identified herein.

K&H has a team of dedicated project managers called Election Coordinators (EC's). EC's are dedicated election experts with a sole focus on elections, year round. These individuals are the primary contact and liaison between their assigned counties and K&H production staff. EC's form enduring partnerships with their counties and oversee all aspects of elections to ensure perfect and timely election services. We believe this level of dedicated customer service sets K&H apart from other election services providers.

While the County will be dealing directly with two Election Coordinators on a day-to-day basis, it is important to note that the entire K&H project management team stands behind them which demonstrates the depth and commitment K&H brings to the election process.

With over 20 years of election experience and 12 years of providing mailing services for counties with at least 35,000 registered voters, K&H is uniquely qualified to handle the complex needs of San Benito County. Currently K&H manages the election/VBM process for over 60 different counties with over a dozen of those counties meeting or exceeding the size and scope outlined in this RFQ. K&H has the experience, the knowledge base, and the depth in resources necessary to successfully manage this process.

Resumes and Organization Chart

K&H Printers, Inc. Organizational Chart

K&H is a very flat organization without a lot of hierarchical structure. We all are here to serve our customers. The team assigned to handle Arapahoe County will not be changing. Day to day operating contact will continue to be Melissa Alexander with Alexandra Mejia as back up. Debbie Grimm will be the EPM whose primary role is supporting print materials such as envelopes, inserts etc. Alexandra provides a supporting role as an additional resource as needed. Dave Haines will be your contact for any technical issues, or any new project development. Debbie Shield will be your contact for any issues that may arise or as an additional resource as needed.



Dave Haines 425.446.3318 dhaines@khprint.com
Senior Vice President & Chief Technology Officer

Mr. Haines has a keen understanding of the technological changes that are shaping the election process and the evolution necessary for K&H Clients to take advantage of those changes. Throughout his tenure, he has provided leadership of service delivery to both Public and Private Sectors including on-site coordination with US Department of Labor and State Mediators. Dave holds a Bachelor of Arts from Western Washington State University and has been employed with K&H since 1979.

Section 3: Project Experience and References



Debbie Shield **425.446.3347** **dshield@khprint.com**
Manager - Election Coordination Services

Debbie joined K&H in 2009 as an Election Coordinator and has managed over 125 public elections for twelve K&H counties. In 2014, Debbie assumed the role of Manager of Election Coordination Services for K&H public sector clients. She oversees the election coordinator staff administering perfect and timely election services to more than 65 counties and cities. Debbie is passionate about delivering election and customer services at the highest level. Past experience is rooted in the printing industry; beginning as a bookkeeper, helping launch a family owned print company, and finally managing a trade bindery. Debbie has an Associate Arts degree in Accounting.



Shirley Reeder **425.446.3306** **sreeder@khprint.com**
Election Coordinator

Shirley has over 30 years of experience in customer service, account management and bookkeeping. Shirley joined K&H in 2008 as an Election Coordinator and has managed over 225 public elections for various Washington, California, Utah, and Idaho counties. She has also managed the production and mailing of Sample Ballot Books for several California counties. Shirley has a Bachelor of Arts degree in Psychology and Sociology from the University of Manitoba, plus a certificate in Business Administration.



Kim Desilet **425.446.3337** **kdesilet@khprint.com**
Election Coordinator

Kim has worked in the direct marketing advertising and printing industry for over 30 years, with experience in project, supplier, estimation, production, and compliance management. She is managing the print production

Section 3: Project Experience and References

and mailing for the Sample Ballot Books and Voter Information Guides for several California counties. Kim graduated from California Polytechnic State University San Luis Obispo, with a Bachelor of Science in Graphic Communications Printing Management and Packaging.



Debbie Grimm 425.446.3355 dgrimm@khprint.com
Election Project Manager

Debbie has fifteen years of experience in printing, with the last seven being in the commercial industry. Debbie began working for K&H in 2014, as a temporary Admin/Project Manager. In 2017 was hired by K&H as a full time Commercial Project Manager, and in the later part of 2018 was moved into an Election Project Manager roll. Her responsibilities include, but not limited to, the production of election envelopes, inserts, and mailings.

Section 3: Project Experience and References

Experience & References: CONTRACTOR shall describe at least 4 similar projects for which it provided services like the scope of work described herein. These projects shall include two (2) government and one (1) postal customer and demonstrate experience in preparing, packaging and mailing large quantities of ballots using the appropriate mailing permit prescribed by United States Postal Service regulations. Please include phone number and email address, if possible, as the County will conduct reference checks using this information.

K&H has been providing these services to San Benito County since 2006. In addition we provide same or similar services to over 60 jurisdictions.

K&H participates with USPS throughout the year in discussions at a local level, regional level and national level to ensure we are working together on the best practices, logistic planning implementation of any new USPS requirements, communication improvement opportunities, product development and testing.

In addition to our proactive communication K&H also meets with USPS at local level prior to each election cycle and post-election cycle focusing on planning and continuous improvements

County	Monterey County Elections	Santa Cruz County Clerk - Elections	Solano County Elections	USPS
State	CA	CA	CA	N/A
Contact Info	Gina Martinez, Asst ROV MartinezGM@co.monterey.ca.us (831) 796-1488	Tricia Webber, County Clerk tricia.webber@santacruzcounty.us (831) 454-2409	John Gardner, Assistant ROV jhgardner@solanocounty.com (707) 784-3366	Tory Foster Business Alliances Manager (503) 726-9829
Address	Monterey County Elections 1441 Schilling Pl - North Building Salinas, CA 93901	Santa Cruz County Clerk - Elections 701 Ocean St Rm 310 Santa Cruz, CA 95060	Solano County Elections 675 Texas St Ste 2600 Fairfield, CA 94533	USPS 7640 NE Airport Way Portland, OR 97238
Services Provided by K&H	Ballot Printing Ballot Package Production & Mailing Outer & Return Envelope Production Sample Ballot Book Production & Mailing Other Inserts Self-mailer Production	Ballot Printing Ballot Package Production & Mailing Mailing Envelope Production Return Envelope Production Other Inserts Sample Ballot Book Production & Mailing	Ballot Package Production & Mailing Other Inserts Mailing Envelope Production Sample Ballot Book Production & Mailing VNC Printing & Mailing	N/A
Approx # of Precincts	246	705	265	N/A
Approx # of Registered Voters	244,942	169,914	225,000	N/A
Customer Since (Year)	2006	2015	2017	N/A

Section 3: Project Experience and References

Violations: CONTRACTOR shall submit copies of all notices of violations, corrective action notices, enforcement actions or orders, warning notices, writings, or other forms of permit violation/non-compliance documentation (such as OSHA) received by CONTRACTOR, or any business organization owned or operated by the CONTRACTOR which are its parent company and/or subsidiaries, from any public agency during 2005 up to and including the present day.

NONE

Section 4: Statement to Service Entire County

Include a statement acknowledging which of the following locations your company will provide services to: Hollister, San Juan Bautista, Aromas, Tres Pinos, and as far reaching in the South County as the Monterey County border.

K&H Election Service will provide services to San Benito County in its entirety.

Section 5: Environmentally Friendly Practices

CONTRACTOR shall summarize all environmentally friendly practices it adheres to while doing business with the County of San Benito.

All of our paper is purchased from International Paper – We chose IP because of their sustainable forest program, water stewardship, reducing waste programs, reducing emissions, and sourcing responsibly. More details are available on request.

We have chosen XPO Logistics to transport our product to market. They are committed to recycling in the manufacture of their trucks as well as maximizing fuel efficiency and many other sustainable practices. More details are available on request.

K&H has installed LED lighting throughout the plant - this resulted in a 50% reduction in electrical consumption for lighting.

We installed a High Efficiency air compressor system – over 30% reduction in energy use.

We have a robust internal recycling program. All paper is sorted for maximum recyclability.

We changed from toner based printing to Inkjet printing several years ago. This move reduced power consumption for the print process by 50%.

K&H is G7 Master Printer certified. One important aspect of G7 is the reduction of ink consumption.

CONTRACTOR shall indicate whether it is a ‘Green Certified’ Business and state which governing authority administered the certification.

K&H is not Green Certified.

Section 6: Pricing (Attachment A) & Warranty

K&H has been producing San Benito's ballots for 15 years and we are very familiar with your needs. The pricing model we use for invoicing purposes covers all of those needs.

Attached is the current pricing model as used in the recent recall election. It clearly shows unit pricing for each item, and also allows you to extend that pricing into totals. We think this is a better approach than trying to make our pricing fit into the pricing model in the RFP – Attachment A. That model is a bit dated, since it refers to 1, 2 and 3 column ballots, which is a notion that no longer exists with your new Dominion system.

We would be happy to provide these pricing models electronically ("red" cells represent cells where quantity would be entered, as applicable). Or, if you would like to provide each vendor with a sample election, we can enter into our model for you for comparison purposes.

K&H Integrated Print Solutions
Election Invoice Detail Report
San Benito

This is not an invoice. For information only.

Election Date:

Job #

RFQ

<u>Election Specifications:</u>	
Number of Cards per Ballot	1
Total Ballot Packets Mailed	0
Total Ballot Cards Printed	0

	<u>Ballot Qty</u>	<u>Card Qty</u>		<u>Taxable Products-Cost</u>	<u>Non-Taxable Services-Cost</u>
Mail Ballot Printing					
VBMP Ballots	0	0			
VBMO Ballots	0	0			
MP Ballots	0	0			
Military/Overseas Ballots	0	0			
Total Mail Ballots Printed - 1 card	0	0	\$0.280 /Card	\$0.00	

Non-Mail Ballot Printing

Counter Ballots	0	0	\$0.280 /Card	\$0.00	
Poll Ballots	0	0	\$0.260 /Card	\$0.00	
Dupe Ballots	0	0	\$0.260 /Card	\$0.00	
Provisional Ballots	0	0	\$0.260 /Card	\$0.00	
Training Ballots	0	0	\$0.260 /Card	\$0.00	
Unmarked Test Ballots	0	0	\$0.260 /Card	\$0.00	
Total Non-Mail Ballots Printed	0	0			

Marked Test Ballot Processing & Printing - CARDS

L&A		0			
First Position		0			
Other		0			
Total County Marked Test Ballot Cards Printed		0	\$0.500 /Card	\$0.00	
Number of Pre-marked Files Processed	0		/pdf file	\$0.00	

Assembly & Mailing Services

(Data Processing/Imprinting/Assembly)

Total Ballot Packets Assembled - 1 card	0		\$0.260 /Packet		\$0.00
Total Ballot Packets Assembled - 2 cards	0		\$0.360 /Packet		\$0.00
Total Ballot Packets Assembled - 3 cards	0		\$0.460 /Packet		\$0.00
Total Ballot Packets Assembled - 4 cards	0		\$0.560 /Packet		\$0.00
Total Ballot Packets Assembled - 5 cards	0		\$0.660 /Packet		\$0.00
VIG Insertion	0		\$0.150 /Packet		\$0.00

Subsequent Extracts (Dailies)

Subsequent Ballot Cards Printed	0	0	\$0.280 /Card	\$0.00	
Total Ballot Packets Assembled - 1 card	0		\$0.360 /Packet		\$0.00
Total Ballot Packets Assembled - 2 cards	0		\$0.460 /Packet		\$0.00
Total Ballot Packets Assembled - 3 cards	0		\$0.560 /Packet		\$0.00
Total Ballot Packets Assembled - 4 cards	0		\$0.660 /Packet		\$0.00
Total Ballot Packets Assembled - 5 cards	0		\$0.760 /Packet		\$0.00
VIG Insertion	0		\$0.150 /Packet		\$0.00

Misc

\$0.00

Ballot Face Replacement/Rework

Base Fee - per occurrence	0			\$0.00	
Per Ballot Face Replaced	0		\$5.000 /Each	\$0.00	
Maximum of \$5,000 charge per occurrence					
Ballot Face BOD/Website/Facsimile PDFs	0		\$0.800 /Each	\$0.00	
Maximum of \$3,000 charge or \$5,000 for Party Primary					

	<u>Taxable Products-Cost</u>	<u>Non-Taxable Services-Cost</u>	<u>Total Products Services-Cost</u>
Sub Total	\$0.00	\$0.00	-
Freight		\$0.00	\$0.00
Postage		\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00

K&H Integrated Print Solutions
Sample Ballot - VIP Invoice Detail Report
San Benito County RFQ

This is not an invoice. For information only.

	Price	Quantity	Taxable Products-Cost	Non-Taxable Services-Cost
Common Charges:				
Pre-Press				
Typesetting unique pages	\$45 / Pages	0	\$0.00	
Client Edits	\$ 1.00 / Pages	0	\$0.00	
Desktop Publishing	\$ 50.00 / Hour	0	\$0.00	
Translations				
Chinese	\$ 0.24 / Words Translated	0	\$0.00	
Spanish	\$ 0.20 / Words Translated	0	\$0.00	
Tagalog	\$ 0.26 / Words Translated	0	\$0.00	
Repetitive Words	\$ 0.12 / Words Translated	0	\$0.00	
Summary of Detail by Version (Attached)				
Pre-Press				
Booklet Assembly / Proofing	\$ 2.50 / Page	0	\$0.00	
VIP printing (5.25 x 8.375")				
Per Booklet type Setup	\$ 500.00	0	\$0.00	
Print / per page	\$ 0.014			
Bind / per book	\$ 0.10			
Pages	0	Types	0	\$0.00
Pages	0	Types	0	\$0.00
Pages	0	Types	0	\$0.00
Pages	0	Types	0	\$0.00
Pages	0	Types	0	\$0.00
Pages	0	Types	0	\$0.00
VIG printing (8.375 x 10.785")				
8 1/2 x 11 - PDF provided 8 page increments				
Per Booklet type Setup	\$ 500.00	0	\$0.00	
Print / per page	\$ 0.026			
Bind / per book	\$ 0.10			
Cover printing	\$ 0.06			
Pages	0	Types	0	\$0.00
Pages	0	Types	0	\$0.00
Pages	0	Types	0	\$0.00
Pages	0	Types	0	\$0.00
Pages	0	Types	0	\$0.00
Pages	0	Types	0	\$0.00
Inkjet and Mailing:				
Inkjet and Assemble for Mail	\$ 0.260	0		\$0.00
Subsequents Processed	\$ 250.00	0		\$0.00

	Taxable Products-Cost	Non-Taxable Services-Cost	Total Products & Services-Cost
Sub-Total	\$0.00	\$0.00	\$0.00
Freight		\$0.00	\$0.00
Postage		\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00

Envelope Price List (8.5" Ballot Width) - Effective 06.01.21

- ~ \$200.00 prepress fee for each version
- ~ \$50 for each proof after 1, per version
- ~ Pricing is based on date complete order information is received; including quantity and artwork.
- ~ Customer changes after initial proof may jeopardize order date for pricing.
- ~ All prices quoted are per 1,000 envelopes printed.
- ~ Outer and Return envelopes are printed on 70# offset; Secrecies are printed on 60# offset.
- ~ Minimum Order per envelope type: 1,000; and in increments of 1,000 thereafter.
- ~ Envelopes are ordered per election. (Counties under 250,000 receive pricing based on estimated annual need)

NON-SBS Return - Max Flap Length 1-1/4" with 5-1/4" back flap:				
5-7/8 x 9 w/drill hole	15% Discount: Up to and including E-120	Standard: E-119 through E-90	Impact Premium: E-89 and later	
1,000	\$871.01	\$1,024.71	\$1,178.42	
2,500	\$536.00	\$630.59	\$725.18	
5,000	\$335.00	\$394.12	\$453.24	
10,000	\$234.50	\$275.88	\$317.27	
25,000	\$167.50	\$197.06	\$226.62	
50,000	\$127.30	\$149.77	\$172.23	
100,000	\$80.40	\$94.59	\$108.78	
150,000	\$77.05	\$90.65	\$104.24	
200,000	\$71.69	\$84.34	\$96.99	
250,000	\$67.00	\$78.82	\$90.65	

Outer				
6-1/8 x 9-3/4	15% Discount: Up to and including E-120	Standard: E-119 through E-90	Impact Premium: E-89 and later	
1,000	\$1,080.12	\$1,270.73	\$1,461.34	
2,500	\$664.69	\$781.99	\$899.29	
5,000	\$415.43	\$488.74	\$562.06	
10,000	\$290.80	\$342.12	\$393.44	
25,000	\$207.72	\$244.37	\$281.03	
50,000	\$157.86	\$185.72	\$213.58	
100,000	\$99.70	\$117.30	\$134.89	
150,000	\$95.55	\$112.41	\$129.27	
200,000	\$88.90	\$104.59	\$120.28	
250,000	\$83.09	\$97.75	\$112.41	

STANDARD INSERT PRICING.

Insert Description	Registered "By Mail" Voters:									
	Up to 10,000	10,001 - 25,000	25,001 - 50,000	50,001 - 100,000	100,001 - 200,000	200,001 - 300,000	300,001 - 500,000	500,001 - 1,000,000	Over 1,000,001	
4.25x8.375 Insert 60# (NOT FOLDED)	\$0.251	\$0.181	\$0.128	\$0.100	\$0.073	\$0.056	\$0.051	\$0.049		
4.25x8.375 CARD 110# Index (NOT FOLDED) - Use for sticker	\$0.268	\$0.192	\$0.139	\$0.107	\$0.081	\$0.070	\$0.067	\$0.063		
8.375x10.875 60# FOLDED to 8.375x5.4375	\$0.427	\$0.232	\$0.164	\$0.120	\$0.091	\$0.073	\$0.069	\$0.068		
8.25x14 60# FOLDED to 8.25x3.5	\$0.476	\$0.275	\$0.193	\$0.136	\$0.107	\$0.091	\$0.088	\$0.086		
16.75x10.875 60# FOLDED to 8.375x5.4375	\$0.532	\$0.300	\$0.223	\$0.157	\$0.128	\$0.115	\$0.112	\$0.112		

Version Charge (per insert) **\$200.00**
 Proof Charge - after 1st proof **\$50.00**

Insert Specifications

Standard Insert Sizes :

- 4.25 x 8.375 (4-1/4 x 8-3/8)
- 8.375 x 10.875 (8-3/8 x 10-7/8)
- 8.25 x 14 (8-1/4 x 14)
- 16.75x10.875 (16-3/4 x 10-7/8)

Insert Art: NO BLEEDS

- Build art files to the appropriate standard size or K&H will resize them.
- May be produced as one or two sided documents.
- Artwork may be submitted in the following formats; prioritized by preference:
 - InDesign -- packaged files with a pdf (include all links and fonts)
 - Allows for easy editing.
 - Once final proof approval received, we will return the bundled InDesign files for use in the future.
 - PDF -- with all fonts embedded.
 - Best if all editing is complete or you will make proofing edits to original document.
 - MSWord -- with list of all fonts used and a pdf image of final document (note: use standard fonts only)
 - Allows for editing.
 - Please provide fonts along with your document.
 - Publisher -- include Pack and Go Wizard export.
 - Once final proof approval received, we will return the bundled Publisher files for use in the future.
 - Please provide fonts along with your document.

Submitting mock ups of existing or repeat inserts with minor changes noted is acceptable.

Contact your EC with any questions or concerns.

I Voted Sticker - Standard Price List - Per Election Order

.875" x 1.75" Oval 2 Color

PRINT PRODUCTION SPECS: .875"x1.75" Oval Piggyback Label
 Paper Stock: 60# High Gloss Piggyback
 Finished Size: .875" x 1.75" Oval Piggyback Label
 Bi-Level .125" oversized, Unprinted,
 Liner/Carrier: 40# or 50# Paper
 Adhesive: Permanent
 Colors: 2 Color
 Varnish/Aqueous Coating: Flood UV
 Bleeds: Yes
 Core Size: 3", 1 across
 Roll OD: 12" or 20"
 Component Notes: Piggyback label with 1/8" Bi-Level diecut

.875" x 1.75" Oval Piggyback Label 2 Color								
Quantity	Applied to Insert - 12" Roll Diameter				Applied to Wrap - 20" Roll Diameter			
	1-100,000 Voters Sticker Sell Per Thousand	100,001-250,000 Voters Sticker Sell Per Thousand	250,001-1MM Voters Sticker Sell Per Thousand	Over 1MM Voters Sticker Sell Per Thousand	1-100,000 Voters Sticker Sell Per Thousand	100,001-250,000 Voters Sticker Sell Per Thousand	250,001-1MM Voters Sticker Sell Per Thousand	Over 1MM Voters Sticker Sell Per Thousand
10,000	\$ 275.12	\$ 265.12	\$ 255.12	\$ 250.12	\$ 260.12	\$ 250.12	\$ 240.12	\$ 235.12
25,000	\$ 150.65	\$ 140.65	\$ 130.65	\$ 125.65	\$ 135.65	\$ 125.65	\$ 115.65	\$ 110.65
50,000	\$ 108.73	\$ 98.73	\$ 88.73	\$ 83.73	\$ 93.73	\$ 83.73	\$ 73.73	\$ 68.73
100,000	\$ 87.60	\$ 77.60	\$ 67.60	\$ 62.60	\$ 72.60	\$ 62.60	\$ 52.60	\$ 47.60
150,000	\$ 80.46	\$ 70.46	\$ 60.46	\$ 55.46	\$ 65.46	\$ 55.46	\$ 45.46	\$ 40.46
200,000	\$ 76.93	\$ 66.93	\$ 56.93	\$ 51.93	\$ 61.93	\$ 51.93	\$ 41.93	\$ 36.93
250,000	\$ 74.21	\$ 64.21	\$ 54.21	\$ 49.21	\$ 59.21	\$ 49.21	\$ 39.21	\$ 34.21
500,000	\$ 70.32	\$ 60.32	\$ 50.32	\$ 45.32	\$ 55.32	\$ 45.32	\$ 35.32	\$ 30.32
1,000,000	\$ 68.36	\$ 58.36	\$ 48.36	\$ 43.36	\$ 53.36	\$ 43.36	\$ 33.36	\$ 28.36
1,500,000	\$ 67.73	\$ 57.73	\$ 47.73	\$ 42.73	\$ 52.73	\$ 42.73	\$ 32.73	\$ 27.73
2,000,000	\$ 66.94	\$ 56.94	\$ 46.94	\$ 41.94	\$ 51.94	\$ 41.94	\$ 31.94	\$ 26.94
2,500,000	\$ 66.94	\$ 56.94	\$ 46.94	\$ 41.94	\$ 51.94	\$ 41.94	\$ 31.94	\$ 26.94
3,000,000	\$ 66.64	\$ 56.64	\$ 46.64	\$ 41.64	\$ 51.64	\$ 41.64	\$ 31.64	\$ 26.64
4,000,000	\$ 66.25	\$ 56.25	\$ 46.25	\$ 41.25	\$ 51.25	\$ 41.25	\$ 31.25	\$ 26.25
5,000,000	\$ 66.16	\$ 56.16	\$ 46.16	\$ 41.16	\$ 51.16	\$ 41.16	\$ 31.16	\$ 26.16
6,000,000	\$ 66.11	\$ 56.11	\$ 46.11	\$ 41.11	\$ 51.11	\$ 41.11	\$ 31.11	\$ 26.11
7,000,000	\$ 66.07	\$ 56.07	\$ 46.07	\$ 41.07	\$ 51.07	\$ 41.07	\$ 31.07	\$ 26.07
8,000,000	\$ 66.03	\$ 56.03	\$ 46.03	\$ 41.03	\$ 51.03	\$ 41.03	\$ 31.03	\$ 26.03
9,000,000	\$ 66.03	\$ 56.03	\$ 46.03	\$ 41.03	\$ 51.03	\$ 41.03	\$ 31.03	\$ 26.03
10,000,000	\$ 65.99	\$ 55.99	\$ 45.99	\$ 40.99	\$ 50.99	\$ 40.99	\$ 30.99	\$ 25.99
1 Time Die Fee:	N/A							
Plates for 1st. Color*	\$ 225.58	<i>*only applicable if new art or change in roll position.</i>						
Set Up & Plates for each additional item beyond 1st. Color.*	\$ 280.00							

Section 7: Exceptions

Submit all exceptions to this solicitation on separate pages, and clearly identify the top of each page with “EXCEPTION TO SAN BENITO COUNTY SOLICITATION #” (indicate the applicable solicitation number). Each Exception shall reference the page number and section number, as appropriate. CONTRACTOR should note that the submittal of an Exception does not obligate the County to revise the terms of the RFP or AGREEMENT.

K&H has no exceptions.

**END OF
ATTACHMENT A**

ATTACHMENT B
Payment Schedule

B-1. BILLING

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (check one)

- One month in arrears.
- Upon the complete performance of the services specified in Attachment A.
- The basis specified in paragraph B-4.

B-2. PAYMENT

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of this contract, net thirty (30) days from the invoice date.

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR:

for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this attachment, Attachment B.

B-4. SPECIAL COMPENSATION TERMS: (check one)

- There are no additional terms of compensation.
- The following specific terms of compensation shall apply: (Specify)

END OF ATTACHMENT B.

ATTACHMENT C

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 C.