



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: June 21, 2022

* = Mandatory, information must be provided

or Procurement Director Award: ☐

***Contractor/Vendor Name/Grantor (DBA):**

Runbeck Election Services, Inc. (Headquarters: Phoenix, AZ)

***Project Title/Description:**

Election Printing Services & Materials

***Purpose:**

Award: Master Agreement No. MA-PO-22-183. This Master Agreement commences on July 1, 2022 and will terminate on January 5, 2023 in the award amount of \$2,500,000.00 and includes three (3) one-year renewal options with an annual award amount of \$3,000,000.00. Administering Department: Recorder's.

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.24.010, Cooperative procurement authorized, for Requisition No. 22-214, the Procurement Director approved the use of Pinal County Contract No. 201726, which was awarded through competitive procedures reasonably similar to those set forth by Pima County Procurement Code.

PRCUID: 450533

Attachment: Cooperative Procurement Agreement.

***Program Goals/Predicted Outcomes:**

Pima County Elections are being conducted using the materials needed.

***Public Benefit:**

Ballots and accompanying materials are produced accurately, timely and are the best value.

***Metrics Available to Measure Performance:**

Products are delivered on time and accurately in order to conduct Elections in a timely manner.

***Retroactive:**

No.

TO: COB 6/6/2022

Pgs: 19

VERS: 1

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 22-183
 Commencement Date: 07/01/2022 Termination Date: 01/05/2023 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount \$ 2,500,000.00 * ☐ Revenue Amount: \$ _____

***Funding Source(s) required: General Fund**

Funding from General Fund? ☒ Yes ☐ No If Yes \$ _____ % 100
 Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No
 If Yes, is the Contract to a vendor or subrecipient? _____
 Were insurance or indemnity clauses modified? ☒ Yes ☐ No
 If Yes, attach Risk's approval. _____
 Vendor is using a Social Security Number? ☐ Yes ☒ No
 If Yes, attach the required form per Administrative Procedure 22-10. _____

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
 Amendment No.: _____ AMS Version No.: _____
 Commencement Date: _____ New Termination Date: _____
 Prior Contract No. (Synergen/CMS): _____
☐ Expense ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____
 Is there revenue included? ☐ Yes ☐ No If Yes \$ _____
***Funding Source(s) required:** _____
 Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards)

☐ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____
 Commencement Date: _____ Termination Date: _____ Amendment Number: _____
☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

***All Funding Source(s) required:** _____

***Match funding from General Fund?** ☐ Yes ☐ No If Yes \$ _____ % _____
***Match funding from other sources?** ☐ Yes ☐ No If Yes \$ _____ % _____
***Funding Source:** _____

***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?**

Contact: Nancy Page, Procurement Officer Nancy Page Digitally signed by Nancy Page Date: 2022.06.03 14:12:02 Division Manager Ana Wilber Digitally signed by Ana Wilber Date: 2022.06.03 14:12:02
 Department: Procurement Director, Terri Spencer Digitally signed by Terri Spencer Date: 2022.06.03 14:12:02 Telephone: 520-724-3563
 Department Director Signature: [Signature] Date: 6/6/2022
 Deputy County Administrator Signature: _____ Date: _____
 County Administrator Signature: [Signature] Date: 6/6/2022

Pima County Procurement Department

Administering Department: Recorder's Office

Project: Election Printing Services & Materials

Contractor: Runbeck Election Services, Inc.
2800 S 36th Street
Phoenix, AZ 85034

Amount: \$2,500,000.00

Contract No.: MA-PO-22-183

Funding: General Fund

COOPERATIVE PROCUREMENT AGREEMENT

1. Parties, Background and Purpose.

- 1.1. Parties. This Contract is between Pima County, a political subdivision of the State of Arizona ("County"), and Runbeck Election Services, Inc. ("Contractor")
- 1.2. Purpose. The Pima County Recorder's Office and the Elections Department requires election printing services and materials as required for a minimum jurisdiction of 450,000 registered voters.
- 1.3. Authority. County is authorized by Pima County Code § 11.24.010 and A.R.S. § 41-2632 to enter into cooperative purchasing arrangements. County has entered into such an agreement with Pinal County (01-26-V-113981-1190).
- 1.4. Contract.
 - 1.4.1. Pinal County entered into a contract (201726) for specified goods and services with Runbeck Election Services, Inc. ("Contractor"), which is currently in effect (the "Pinal County Contract"). Pinal County's Contract is incorporated into this Contract by this reference.
 - 1.4.2. Section 14.16 of the Pinal County Contract provides that another governmental entity with which Pinal County has a cooperative purchasing agreement may, with Contractor's approval, purchase products and services at the same prices and under the same terms as in the Pinal County Contract.

2. Term.

- 2.1. Initial Term. The term of this Contract commences on July 01, 2022 and will terminate on January 05, 2023 ("Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised extension options under Section 2.2. If the commencement date of the Initial Term is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement date.

- 2.2. Extension Options. County may renew this Contract for up to three (3) additional periods of up to 1 year each (each an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.
3. **Scope of Services**. Contractor will provide County with the services described in **Exhibit A: Scope of Work** (6 pages), at the dates and times described on **Exhibit A** or, if **Exhibit A** contains no dates or time frames, then upon demand. The Services must comply with all requirements and specifications in the Solicitation.
4. **Key Personnel**. Not applicable to this Agreement.
5. **Compensation and Payment**.
- 5.1. Rates; Adjustment. County will pay Contractor at the rates set forth in **Exhibit B: Bid Item Sheet** (1 page). Those rates will remain in effect during an Extension Option period unless Contractor, at least 90 days before the end of the then-existing Term, or at the time the County informs Contractor that the County intends to extend the Term, if that is earlier, notifies County in writing of any adjustments to those rates, and the reasons for the adjustments.
- 5.2. Not-To-Exceed (NTE) Amount. County's total payments to Contractor under this Contract, including any sales taxes, may not exceed \$2,500,000.00 per year (the "NTE Amount"). The NTE Amount can only be changed by a formal written amendment executed by the Parties. Contractor is not required to provide any services, payment for which will cause the County's total payments under this Contract to exceed the NTE Amount; if Contractor does so, it is at the Contractor's own risk.
- 5.3. Sales Taxes. The payment amounts or rates in **Exhibit B** do not include sales taxes. Contractor may invoice County for sales taxes that Contractor is required to pay under this Contract. Contractor will show sales taxes as a separate line item on invoices.
- 5.4. Timing of Invoices. Contractor will invoice County on a monthly basis unless a different billing period is set forth in **Exhibit B**. County must receive invoices no more than 30 days after the end of the billing period in which Contractor delivered the invoiced products or services to County. County may refuse to pay for any product or service for which Contractor does not timely invoice the County and, pursuant to A.R.S. § 11-622(C), will not pay for any product or service invoiced more than 6-months late.
- 5.5. Content of Invoices. Contractor will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item.
- 5.6. Invoice Submittal. Invoices are to be sent to:
- Pima County Finance & Risk Management – Accounts Payable
P.O. Box 791
Tucson, AZ 85701
- 5.7. Invoice Adjustments. County may, at any time during the Term and during the retention period set forth in Section 23 below, question any payment under this Contract. If County raises a question about the propriety of a past payment, Contractor will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Contractor under this or any other contract between County and Contractor.

Contractor will promptly pay to County any overpayment that County cannot recover by set-off.

- 6. Insurance.** Contractor will procure and maintain at its own expense insurance policies (the "**Required Insurance**") satisfying the below requirements (the "**Insurance Requirements**") until all of its obligations under this Contract have been met. The below Insurance Requirements are minimum requirements for this Contract and in no way limit Contractor's indemnity obligations under this Contract. The County in no way warrants that the required insurance is sufficient to protect the Contractor for liabilities that may arise from or relate to this Contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

6.1. Insurance Coverages and Limits. Contractor will procure and maintain, until all of its obligations have been discharged, coverage with limits of liability not less than those stated below. Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A-VII, unless otherwise approved by the County.

6.1.1. Commercial General Liability (CGL). Occurrence Form with limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations. Any standard coverages excluded from the CGL policy, such as products/completed operations, etc. shall be covered by endorsement or separate policy and documented on the Certificates of Insurance.

6.1.2. Business Automobile Liability. Coverage for bodily injury and property damage on any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Contract with minimum limits not less than \$1,000,000 Each Accident.

6.1.3. Workers' Compensation and Employers' Liability. Statutory coverage for Workers' Compensation. Workers' Compensation statutory coverage is compulsory for employers of one or more employees. Employers Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each employee – disease.

6.2. Additional Insurance Requirements. The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions.

6.2.1. Claims Made Coverage. If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

6.2.2. Additional Insured Endorsement. The General Liability and Business Automobile Liability shall each be endorsed to include County, its departments, districts, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

6.2.3. Subrogation Endorsement. The General Liability, Business Automobile Liability and Workers' Compensation and shall each contain a waiver of subrogation endorsement in favor of County, and its departments, districts, officials, agents,

and employees for losses arising from work performed by or on behalf of the Contractor.

- 6.2.4. Primary Insurance Endorsement. The Required Insurance policies must stipulate that they are primary and that any insurance carried by County, or its agents, officials, or employees, is excess and not contributory insurance.
 - 6.2.5. The Required Insurance policies may not obligate the County to pay any portion of a Contractor's deductible or Self Insurance Retention (SIR). Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.
 - 6.2.6. Subcontractors. Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.
- 6.3. Notice of Cancellation. For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to County, within two (2) business days of receipt of notice, if a policy is suspended, voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand-delivered or sent by facsimile transmission to the County's Contracting Representative. Notice shall include County's project or contract number and project description.
- 6.4. Verification of Coverage.
- 6.4.1. Contractor must furnish County with a certificate of insurance (valid ACORD form or equivalent approved by County) for each Required Insurance policy, which must specify that the policy has all the required endorsements, and must include County's project or contract number and project description. Each certificate must be signed by an authorized representative of the insurer.
 - 6.4.2. Contractor must provide the certificates to County before work commences. Each Required Insurance policy must be in effect at least 10 days before work under this Contract commences. Contractor must provide County a renewal certificate not less than 15 days prior to a Required Insurance policy's expiration date. Failure to maintain the Required Insurance policies, or to provide evidence of renewal, is a material breach of this Contract.
 - 6.4.3. County may at any time require Contractor to provide a complete copy of any Required Insurance policy or endorsement. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.
 - 6.4.4. All insurance certificates must be sent directly to the appropriate County Department.

Approval and Modifications. County's Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal contract amendment, but the approval must be in writing. County's failure to obtain a required insurance certificate or endorsement, County's failure to object to a non-complying insurance certificate or endorsement, or County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), do not constitute a waiver of any of the Insurance Requirements.

7. Indemnification. To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors, subject to Arizona comparative negligence statutes. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.

8. Laws and Regulations.

8.1. Compliance with Laws. Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.

8.2. Licensing. Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.

8.3. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.

9. Independent Contractor. Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under County's Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.

10. Subcontractors. Contractor is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts any of them may be liable, to the same extent that the Contractor is responsible for the acts and omissions of its own employees. Nothing in this Contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

- 11. Assignment.** Contractor may not assign its rights or obligations under this Contract, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.
- 12. Non-Discrimination.** Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
- 13. Americans with Disabilities Act.** Contractor will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).
- 14. Authority to Contract.** Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.
- 15. Full and Complete Performance.** The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Contract, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Contract, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.
- 16. Cancellation for Conflict of Interest.** This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.
- 17. Termination by County.**
 - 17.1. Without Cause. County may terminate this Contract at any time, without cause, by serving a written notice upon Contractor at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Contractor will be payment for services rendered prior to the date of termination.
 - 17.2. With Cause. County may terminate this Contract at any time without advance notice and without further obligation to Contractor when County finds Contractor to be in default of any provision of this Contract.
 - 17.3. Non-Appropriation. Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.

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- 18. Notice.** Any notice required or permitted to be given under this Contract must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

County:

Contractor:

Terri Spencer, Procurement Director
Pima County Procurement
150 W Congress, 5th Floor
Tucson, AZ 85701
520-724-3722
terri.spencer@pima.gov

Sonia Galloway, Director of Sales
Runbeck Election Services, Inc.
2800 S. 36th St.
Phoenix, AZ 85034
480-455-1081 sgalloway@runbeck.net

- 19. Non-Exclusive Contract.** Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.
- 20. Remedies.** Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.
- 21. Severability.** Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.
- 22. Use of County Data.** Unless it receives County's prior written consent, Contractor: (a) shall not access, process, or otherwise use County Data other than as necessary to provide contracted services or products; and (b) shall not intentionally grant any third party access to County Data, including without limitation Contractor's other customers, except subcontractors that are subject to a reasonable nondisclosure agreement. Notwithstanding the foregoing, Contractor may disclose County Data as required by applicable law or by proper legal or governmental authority. Contractor shall give County prompt notice of any such legal or governmental demand and reasonably cooperate with County in any effort to seek a protective order or otherwise to contest such required disclosure, at County's expense. Upon termination or completion of the Contract, Contractor will, within 60 calendar days, either return all County Data to County or will destroy County Data and confirm destruction to County in writing. As between the parties, County retains ownership of County Data. "County Data" means data in electronic or paper form provided to Contractor by County, including without limitation personal identifying information as defined in A.R.S. § 13-2001(10).
- 23. Books and Records.** Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this Contract for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.
- 24. Public Records.**

- 24.1. Disclosure. Pursuant to A.R.S. § 39-121 et seq., all documents related to this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.
- 24.2. Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of its records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL" before submitting them to County. In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction in Arizona, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

25. Legal Arizona Workers Act Compliance.

- 25.1. Compliance with Immigration Laws. Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws.
- 25.2. Books & Records. County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- 25.3. Remedies for Breach of Warranty. Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.
- 25.4. Subcontractors. Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 25 by including a provision in each subcontract substantially in the following form:
- "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of

this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract.”

26. Grant Compliance. Not applicable to this Agreement.

27. Written Orders. County will order products or services under this Contract by issuing a Delivery Order (DO) document. Order documents will be furnished to Contractor via e-mail or telephone.

Contractor must not supply materials or services pursuant to the contract that are not documented or authorized by a Delivery Order (DO) at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County Delivery Order (DO).

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this Contract. In particular, Contractor will not provide goods or services other than those described in this Contract, in excess of the Maximum Payment Amount, or after the Term of the Contract has ended, without a Contract amendment properly executed and issued by County, as provided below. Any items provided in excess of that stated in this Contract are at Contractor's own risk.

28. Counterparts. The parties may execute the Contract that County awards pursuant to the solicitation in any number of counterparts, each counterpart is considered an original, and together such counterparts constitute one and the same instrument.

29. Israel Boycott Certification. Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

30. Amendment. The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.

31. Entire Agreement. This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

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This Contract will become effective when all parties have signed it. The effective date of the Contract will be the date this Contract is signed by the last party (as indicated by the date associated with that party's signature).

IN WITNESS WHEREOF, the parties have approved this Cooperative Procurement Agreement and agree to be bound by the terms and conditions of the Contract on the dates written below.

PIMA COUNTY

Chairman, Board of Supervisors

Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM



Deputy County Attorney

Lesley Lukach

Print DCA Name

June 4, 2022

Date

RUNBECK ELECTION SERVICES, INC.

DocuSigned by:


Authorized Officer Signature

Rizwan Fidai vice President of Sales

Printed Name and Title

5/25/2022

Date

EXHIBIT A: Scope of Work



201726RFP Exhibit A Scope of Work (SOW)

The Responder shall adhere to the following minimum specifications, performance requirements, and all terms and conditions within this solicitation.

- 1 The Contractor shall produce, assemble and mail or deliver the following election materials:
 - 1.1 Sample Ballots, Official Ballots, and Envelopes.
 - 1.2 Inserts, Notices, and Publicity Pamphlets.
 - 1.3 Blank Ballot Stock.
 - 1.4 Voter Identification Cards
 - 1.5 Additional items as needed
- 2 Sample Ballots. Sample ballots shall be based on a Voter Registration list provided by Pinal County. Sample ballots shall comply with all current Arizona statutory requirements. Sample ballots are mailed to every household that contains a non- Permanent Early Voter List (PEVL) voter for Presidential Preference Election (PPE), Primary, and General Elections.
 - 2.1 Printing.
 - 2.1.1 The Contractor shall print sample ballots listing all contests and option positions as requested by the County.
 - 2.1.2 Stationery shall be colored stock or with a colored bar, single-sided or double-sided as needed. Preferred paper shall be lightweight and newspaper-like.
 - 2.1.3 The ballot length and size will be determined at each election, most common sizes are 8.5 x 17", 8.5 x 11", 8.5 x 14" and 8.5 x 19".
 - 2.1.4 Ballot shall be printed in accordance with the United States Postal Service (USPS) minimum standards.
 - 2.1.5 Preliminary proofing shall be required.
 - 2.2 Folding and tabbing if required.
 - 2.3 Mailing. The Contractor shall label and mail on behalf of Pinal County, with postage prepaid, sample ballots using files from Pinal County Voter Registration.



PINAL COUNTY

- 2.3.1 Sample ballots shall be mailed twenty-seven (27) days prior to each election to households containing a voter who is not on the PEVL.
 - 2.3.2 The County will provide the household list approximately forty (40) days prior to an election with a second supplemental list provided after the close of registration.
- 3 Official Ballots. Official ballots include, but are not limited to, poll ballots, early voting ballots, replacement ballots, and test ballots. Official Ballots shall be based on an estimate provided by Pinal County of how many voters will be participating in the election and how many ballots of each type will be ordered. All ballots shall comply with all current statutory requirements.
- 3.1 Ballot Printing.
- 3.1.1 The Contractor shall print and sequence ballots for any election according to each Precinct, Special, School, Legislative, Supervisorial, Issues, National and State Boundaries and Requirements.
 - 3.1.1.1 Ballots may vary widely depending on the type of election, political party affiliation, federal and/or local races and precinct. Altogether, the County may need unique ballot numbers to reflect nearly nine-hundred (900) types of ballots for a primary elections and nearly three-hundred (300) types of ballots for general elections. For samples of various ballots and the key for interpreting the County's numbering system, see Exhibit A-1.
 - 3.1.2 Stationery shall be white, 80#, Cougar Text, with color bar if necessary.
 - 3.1.3 The ballot length and size will be determined at each election, most common sizes are 8.5 x 17", 8.5 x 11", 8.5 x 14" and 8.5 x 19".
 - 3.1.4 Ballots shall be overlaid with a barcode to ensure the correct ballot is mailed to each voter. The County will provide the information for the barcode.
 - 3.1.5 Test ballots shall have a unique overlay and shall be blank (not a prefilled test deck).
 - 3.1.6 Preliminary Proofing shall be required.
- 3.2 Optical Scan. Official Ballots shall be compatible with ES&S DS850 High Speed Scanners.
- 3.3 Folding (Early Voter Ballots).
- 3.4 Cutting, if required.
- 3.5 Packaging. Poll ballots and test ballots shall be packaged in separate boxes by precinct or affixed with clear labels that identify which precinct's ballots are in each box. Ballots shall be in sequential order and shall be sectioned and/or grouped into packages of fifty (50) ballots.



3.6 Delivery. Official Ballots shall be delivered to the County in quantities to be specified prior to each election for those Voters who vote at the polls.

3.7 Early Official Ballots for Voters on the PEVL.

3.7.1 Envelopes. Early Official Ballots shall require up to three (3) different envelopes.

3.7.1.1 Official Ballot Outer Envelope. Envelopes shall be yellow in color and measure 10.5" x 6". Envelopes may be labelled, printed or have a window. The lowest cost option shall be used. Envelope shall be identified as Official Election mail and shall include prepaid postage and return mail verbiage. Electronic service return barcodes shall be on the front of the outer outgoing envelope. Samples have been provided in Exhibit A-2.

3.7.1.2 Official Ballot Return Envelope. Envelopes shall be white in color and measure 10.25" x 5.75". Ballots shall be identified as Official Election mail and shall include prepaid postage and return mail verbiage. Samples have been provided in Exhibit A-3.

3.7.1.3 Official Ballot Affidavit Envelope. Envelopes shall be white in color and measure 10" x 5.5". They shall include identification as Official Election mail and shall have prepaid postage and return mail verbiage. Samples have been provided in Exhibit A-4.

3.7.2 The Contractor shall be set up to assemble early voter ballots not later than thirty-three (33) days prior to the election.

3.7.3 The Contractor shall label and mail on behalf of the County, with postage prepaid official ballots using files from Pinal County Voter Registration. The Contractor shall mail early voter ballots per A.R.S. requirements for distribution and start of Early Voting, twenty-nine (29) days prior to the election.

3.8 Voting Instructions.

3.8.1 Instructions shall be included in every mailed ballot.

3.8.2 Stationery shall be white, 8.5" x 11", 20# paper, double-sided with English on front and Spanish on back.

3.8.3 I Voted Early Sticker. The Contractor shall have the ability to provide instruction sheets affixed with removable "I Voted Early" stickers at the County's request.

3.9 Mailing list provided by the County thirty-three (33) days prior to election and ballots shall be mailed by Contractor no less than thirty-one (31) days prior to election. A sample has been provided as Exhibit A-5.

4 Full Ballot Text. When Ballot propositions exceed the length of a provided Ballot space, the Contractor shall accommodate the full text of propositions both as an insert in mailed ballots as well as a posted version for polling locations.



- 4.1 Full Ballot Text: Inserts. The Contractor shall provide an abbreviated version of available propositions on the ballot and include an insert, often called a tablecloth, with mailed ballots that contain the full text of the propositions. One side shall include all necessary information in English and the reverse side shall include the necessary information in Spanish. Preferred paper shall be lightweight and newspaper-like. A sample has been provided as Exhibit A-6.
- 4.2 Full Ballot Text: Posted. The Contractor shall provide poster-like flyers that can be posted at polling locations. The flyers shall contain the full text of the propositions for that particular election. Each flyer shall be one-sided and an equal number of flyers provided in English only and in Spanish only to each polling place in a number predetermined by the County. Typically no fewer than two (2) posters in each language shall be required per polling place. Posted full ballot flyers shall not be smaller than the inserts, but may be larger upon written approval by the County.
- 5 90-Day Permanent Early Voter List (PEVL) Notice Letters. The Contractor shall print and mail 90-day notice letters.
 - 5.1 Notice Information. Mailed ninety (90) days prior to election date.
 - 5.1.1 Stationery shall be white, 8.5" x 11", 20#, singled sided. A sample has been provided as Exhibit A-7.
 - 5.1.2 Outer Envelope shall be white, 4.125" x 9.5". A sample has been provided as Exhibit A-8.
 - 5.1.3 Return Envelope shall be white, approximately 3.75" x 8.75" and shall include prepaid postage and return mail verbiage. A sample has been provided in Exhibit A-9.
- 6 Publicity Pamphlets.
 - 6.1 The Contractor shall provide publicity pamphlets for county-wide elections at the request of the County. Pamphlets shall be mailed to every household in the County that contains a registered voter, regardless of whether the voter is included in the PEVL or not. These booklets shall be made of lightweight, newspaper-like paper.
- 7 Blank Ballot Stock.
 - 7.1 Contractor shall provide 500-page reams of 8.5 x 17", 8.5 x 11", 8.5 x 14" and 8.5 x 19" blank ballot stock as required by the County.
- 8 Voter Identification Cards. The Contractor shall print and mail voter identification cards based on information provided bi-weekly by the County.
 - 8.1 Stationery shall be yellow card stock, 67#, Vellum Bristol cardstock, 8.5" x 11", and folded to 8.5" x 3.66" with a perforated detachable voter ID card included. A sample has been provided as Exhibit A-10.
 - 8.2 Envelopes shall be #10 window envelopes (24# commercial window envelopes). A sample has been provided as Exhibit A-11.



9 Mailing and Postage.

9.1 The Contractor shall be a Certified Full Service Intelligent Mail Barcode Vendor with the USPS. The Contractor shall provide documentation issued by the USPS to provide proof of meeting this requirement.

9.2 USPS Electronic Service Return. Electronic Service shall be required on all outgoing envelopes.

9.3 The Contractor shall mail all items by the scheduled mail date as determined by Pinal County and A.R.S. If there are extraordinary circumstances that prevent the Pinal County Recorder and Elections Office from meeting production file delivery date(s), the Contractor and Pinal County Recorder or Elections Office will arrive at a mutually agreeable mailing schedule in writing.

9.4 The Contractor shall sort all mailings in order to achieve the lowest possible postage costs.

9.5 The Contractor shall provide to the County a zip code listing showing the number of pieces going to each zip code.

9.6 All postage shall be a pass-through charge with no additional mark-up. Only actual postage will be paid by the County. The Contractor shall include proof of postage paid (receipts, etc.) with the invoice. Pinal County may be invoiced an estimate for postage no greater than sixty (60) days prior to mailing for the estimated postage costs. Any difference in actual postage shall be credited or invoiced with the invoice for the applicable printing services.

9.7 National Change of Address Files. The Contractor shall send quarterly post-election reports to the County obtained from the Postal Service that details postal returns categorized into Temporarily Away, Vacant-No Forwarding Address, and Moved with Forwarding Address. It is preferred the postal return lists include the affected Voter ID Number(s).

10 Inserting and Tabbing. The Contractor shall distribute official ballots of voters on the PEVL as dictated by Statute, Special Elections etc.

10.1 The Contractor shall match the Official Ballot to the Voter and Address file.

10.1.1 Match each voter with specific ballot style based on the voter's districts, precinct, etc. Each ballot style shall be exactly matched to the voter's information provided in the file from the County Elections Department.

10.1.2 An intelligent bar code matching system shall be used for all pieces from the Outer Ballot Envelope to the Official Ballot.

10.1.3 Each Outer Envelope and Official Early Ballot shall match exactly based on bar code information with the capacity to reject a Ballot from the job if there is a mismatch.

10.2 All materials must be inserted into the Outer envelope with the voter information and bar code sprayed on the envelope per the files received from the Pinal County Recorder.



- 10.3 All Outer Envelopes should also be stamped or sprayed with an official mail logo as provided by the County
- 10.4 All Ballots shall be delivered to the Post Office per the A.R.S. deadline to mail Ballots, included in the PEVL batch.
- 10.5 Ballots shall be able to be inserted into the tabber/insert machine without regard to order of precincts or other jurisdiction information.
- 10.6 The Contractor shall provide distribution reports to the Pinal County Recorder's Office as specified with detailed information on counts and pieces to include matching to files and materials delivered for distribution.
- 11 Additional Services. The County reserves the right to add services as needed to accommodate new requirements as dictated by Statute, Special Elections, etc. Additional services include but may not be limited to:
 - 11.1 Mail layout changes or revisions as required per A.R.S.
 - 11.2 Typesetting changes or revisions to include official election logo and other graphical information as required by A.R.S. or other agreement for the state wide uniformity.
 - 11.3 Other printing needs that may arise due to unforeseen circumstances like special mailings, new state, federal or local legislation, special elections, etc.
 - 11.4 The Contractor shall also be prepared to run projects with specification to be defined as needed to include but not be limited to mailings and ballots for special elections, general election ballots with greater than average propositions, Signature Rosters, Precinct Registers, and any projects related to emergency legislation.

Exhibit B - Price Sheet

Line No.	Item/Service Name & Description	Unit of Measure (UOM)	Current Unit Price
1	Outbound EV Mail Processing	each	\$ 1.37
2	ACS fees	each	\$ 0.04
3	Green Outgoing Carrier Envelope <10M	each	\$ 0.16
4	Green Outgoing Carrier Envelope 10M-50M	each	\$ 0.11
5	Green Outgoing Carrier Envelope >50M	each	\$ 0.10
6	White Ballot Affidavit <10,000	each	\$ 0.13
7	White Ballot Affidavit 10,000 - 50,000	each	\$ 0.08
8	White Ballot Affidavit >50,000	each	\$ 0.08
9	Yellow BRM envelope <10,000	each	\$ 0.13
10	Yellow BRM envelope 10,000-50,000	each	\$ 0.08
11	Yellow BRM envelope >50,000	each	\$ 0.08
12	Blue Voting Instructions (without I Voted sticker) <100M	each	\$ 0.18
13	Blue Voting Instructions (without I Voted sticker) 100M - 250M	each	\$ 0.07
14	Blue Voting Instructions (without I Voted sticker) >250M	each	\$ 0.06
15	Blue voting instructions (with I voted sticker) Print, Fold, Attach Stickers <100M	each	\$ 0.19
16	Blue voting instructions (with I voted sticker) Print, Fold, Attach Stickers 100M-250M	each	\$ 0.08
17	Blue voting instructions (with I voted sticker) Print, Fold, Attach Stickers >250M	each	\$ 0.07
18	All Mail Inserts - 90# Springhill Index Paper, <100M	each	\$ 0.05
19	All Mail Inserts - 90# Springhill Index Paper, 100M-500M	each	\$ 0.04
20	All Mail Inserts - 90# Springhill Index Paper, >500M	each	\$ 0.03
21	Postcards - self mailer, 110# paper, 4" x 6",	each	\$ 0.18
22	ID cards - mass mailing	each	
23	ID cards - monthly mailing	each	\$ 0.13
24	Delivery to Tucson Post Office	each	
25	90-Day Notices - print, personalize, perforate, fold, Tab 2, mail (Self-mailer, not a letter) 8-1/2" x 11" folded to 8-1/2" x 5-1/2", 4 color, tabbed twice <100M	each	\$ 0.17
26	90-Day Notices - print, personalize, perforate, fold, Tab 2, mail (Self-mailer, not a letter) 8-1/2" x 11" folded to 8-1/2" x 5-1/2", 4 color, 9pt reply card, tabbed twice 100M-500M	each	\$ 0.15
27	90-Day Notices - print, personalize, perforate, fold, Tab 2, mail (Self-mailer, not a letter) 8-1/2" x 11" folded to 8-1/2" x 5-1/2", 4 color, 9pt reply card, tabbed twice >500M	each	\$ 0.13
28	Ballot Printing - 11" - 19" ballot	each	\$0.25
29	Ballot printing - test decks 11" - 19" Pre Filled (Furnished)	each	\$0.25
30	Test Deck programming charges	hour	\$150.00
31	PDF Change fee for ballot printing	each	\$7,500.00
32	Hard Copy Proofs 11" - 19" ballot	each	\$ 0.250
33	Official Ballots Preparation to include shrink wrap and packaging	each	\$ 0.04
34	Roland VoteSecure Paper	each	\$ 0.01
35	Paper storage fee	each	\$ 0.01
36	Ballot Guard	each	\$ 0.06
37	Blank ballot stock - blank sheet	each	\$ 0.15
38	Blank ballot stock - blank sheet scored	each	\$ 0.18
39	Blank ballot stock - charge for Roland VoteSecure Paper	each	\$ 0.01
40	Full Text Inserts- books are stitched and tabbed and can vary in page count. Pricing is based on several factors, including size, quantity, paper costs and weight, and mailing specifications which vary from election to election. >1,000,000 (48 page self-cover book)	each	\$ 0.13
41	Sample Ballots - inclusive of all assembly, folding, sorting, etc.	each	\$ 0.22
42	Publicity Pamphlets (inclusive of all assembly, folding, sorting, etc.) Up to 16 pages; <100,000	each	\$ 0.21
43	Publicity Pamphlets (inclusive of all assembly, folding, sorting, etc.) Up to 16 pages; 100,000-125,000	each	\$ 0.18
44	Publicity Pamphlets (inclusive of all assembly, folding, sorting, etc.) Up to 16 pages; >125,000	each	\$ 0.17