



BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.

Record Number: SC PO SC2600000005

Award Type: Contract

Is a Board Meeting Date Requested? Yes

Requested Board Meeting Date: 02/17/2026

Signature Only: NO

Procurement Director Award / Delegated Award: • N/A

Supplier / Customer / Grantor / Subrecipient: Runbeck Election Services, Inc. (Headquarters: Phoenix, AZ)

Project Title / Description: Election Print Services and Materials

Purpose: Award: Supplier Contract No. SC2600000005. This Supplier Contract is for an initial term of one (1) year in the annual award amount of \$5,000,000.00 (including sales tax) and includes four (4) one-year renewal options. Administering Department: Recorder's Office.

Procurement Method: Other

Insert additional Procurement Method info, if applicable: Pursuant to Pima County Procurement Code 11.24.010, Cooperative Procurement authorized, for Requisition No. RQ2500024164, the Procurement Director approved the use of Mohave County Contract No. 2025-029-RFP, which was awarded through competitive procedures comparable to those set forth by Pima County Procurement Code.

To: COB 1/29/2026

Vers: 0

Pgs:19

RQID: RQ2500024164
Attachment: Cooperative Purchasing Agreement.

Program Goals/Predicted Outcomes: Pima County Elections are conducted using the materials needed.

Public Benefit and Impact: Ballots and accompanying materials are produced accurately, timely and are the best value.

Budget Pillar • N/A

Support of Prosperity Initiative: • N/A

Provide information that explains how this activity supports the selected Prosperity Initiatives N/A

Metrics Available to Measure Performance: Products are delivered on time and accurately in order to conduct Elections in a timely manner.

Retroactive: YES

Retroactive Description: Negotiations were not completed before the expiration of the prior contract for these services.

Contract / Award Information

Record Number: SC PO SC2600000005

Document Type: SC

Department Code: PO

Contract Number: SC2600000005

Commencement Date: 01/06/2026

Termination Date: 01/05/2027

Total Expense Amount:

\$5,000,000.00

Total Revenue Amount:

\$0.00

Funding Source Name(s) Required: General Fund

Funding from General Fund? YES

If Yes Provide Total General Funds:

\$5,000,000.00

Percent General Funds 100

Contract is fully or partially funded with Federal Funds? NO

Were insurance or indemnity clauses modified? YES

Vendor is using a Social Security Number?

NO

Department: Procurement

Name: Fred LeVeque

Telephone: 5207247126

Add Procurement Department Signatures

Yes

Add GMI Department Signatures

No

Division Manager/Procurement Officer Signature: Ana Wilber Digital signature by Ana Wilber
Date: 2026.01.21 15:48:11
-07'00' Date: _____

Procurement Director Signature: Bruce D Collins Digital signature by Bruce D Collins
Date: 2026.01.22 10:11:38 -07'00' Date: _____

Department Director Signature: Gabriel C Kelly Date: 1/22/2026

Deputy County Administrator Signature: J. B. C. Kelly Date: 1-27-2026

County Administrator Signature: 1/27/2026 Date: 1/27/2026

Pima County Procurement Department

Administering Department: Recorder's Office

Project: Election Print Services and Materials

Contractor: Runbeck Election Services, LLC

2800 S 36th Street

Phoenix, AZ 85034

Amount: \$5,000,000.00

Contract No: SC2600000005

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, LLC ("Contractor")

1.2. **Purpose.**

The Pima County Recorder's Office requires Election Printing Services and Materials.

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. Pima County has entered into such an agreement with Mohave County (Contract No. 2025-029-RFP).

1.4. **Contract.**

1.4.1. **Name**

Mohave County entered into a contract (2025-029-RFP) for specified goods and services with Contractor, which is currently in effect (the "Mohave County Contract"). The Mohave County Contract is incorporated into this Contract by this reference.

1.4.2. **Selection**

Section F.3. of the Mohave County Contract provides that another governmental entity with which Mohave 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 Mohave County Contract.

2. Term.

2.1. **Initial Term.**

The term of this Contract commences on January 6, 2026 and will terminate on January 5, 2027 ("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 four (4) additional periods of up to one (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** (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 Contractor must comply with all requirements and specifications in the Mohave County Contract, except where altered by this Contract.

3.1. Order of Precedence.

All services provided under this Contract are subject to the terms of the following documents. In the event of conflicting terms between the incorporated documents, the following order of precedence, superior to subordinate, dictates the order in which these conflicts will be resolved.

3.1.1. Amendments to this Contract.

3.1.2. This Cooperative Procurement Agreement No. SC2600000005.

3.1.3. To the extent applicable, the Mohave County Contract.

3.1.4. To the extent applicable, the Contractor's Terms and Conditions.

4. Reserved.

5. Compensation and Payment.

5.1. Rates; Adjustment.

County will pay Contractor at the rates set forth in **Exhibit B** (2 pages). 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. Maximum Payment Amount.

County's total payments to Contractor under this Contract, including any sales taxes, may not exceed \$5,000,000.00 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.

AP_Invoices@pima.gov

Subject Line: PO# for SC2600000005

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.

The Insurance Requirements herein are minimum requirements for this contract and in no way limit the indemnity covenants contained in this contract. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A-VII, unless otherwise approved by County. County in no way warrants that the minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

6.1. **Minimum Scope and Limits of Insurance.**

Contractor will procure and maintain at its own expense, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. County in no way warrants that the minimum insurance limits contained herein are sufficient to protect Contractor from liabilities that arise out of the performance of the work under this contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy County's Insurance Requirements.

6.1.1. **Commercial General Liability (CGL).**

Occurrence Form with limits of \$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, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

6.1.2. **Business Automobile Liability.**

Bodily Injury and Property Damage for any owned, leased, hired, and/or non-owned automobiles assigned to or used in the performance of this contract with a Combined Single Limit (CSL) of \$1,000,000 Each Accident.

6.1.3. **Workers' Compensation (WC) and Employers' Liability.**

Statutory requirements and benefits for Workers' Compensation. In Arizona, WC 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 person - disease.

6.1.4. **Professional Liability (E&O Insurance).**

This insurance is required when the Professional Liability or any other coverage is excluded from the above CGL policy. The policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance policy shall cover professional misconduct or negligent acts of anyone performing any services under this contract.

In the event that the Professional Liability insurance required by this contract is written on a claims-made basis, Contractor shall warrant that continuous coverage will be maintained as outlined under "Additional Insurance Requirements – Claims-Made Coverage" section.

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 policies must each be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect to vicarious liability arising out of the activities performed by or on behalf of the Contractor. The full policy limits and scope of protection must apply to County and its Agents as an additional insured, even if they exceed the Insurance Requirements.

6.2.3. Subrogation Endorsement.

The General Liability, Business Automobile Liability, and Workers' Compensation Policies 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 policies shall stipulate that the insurance afforded Contractor shall be primary and that any insurance carried by County, its agents, officials, or employees shall be excess and not contributory insurance. The Required Insurance policies may not obligate County to pay any portion of 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.

6.2.5. 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.

Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Notice must be mailed, emailed, hand-delivered or sent via facsimile transmission to County's Contracting Representative, and must include the project or contract number and project description.

6.4. Verification of Coverage.

Contractor shall furnish County with certificates of insurance (valid ACORD form or equivalent approved by County) as required by this contract. An authorized representative of the insurer shall sign the certificates. Each certificate must include.

6.4.1. County's tracking number for this contract, which is shown on the first page of the contract, and a project description, in the body of the Certificate.

- 6.4.2. A notation of policy deductibles or SIRs relating to the specific policy.
- 6.4.3. Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for County and its Agents.

All certificates and endorsements, as required by this contract, are to be received and approved by County before, and be in effect not less than 15 days prior to, commencement of work. A renewal certificate must be provided to County not less than 15 days prior to the policy's expiration date to include actual copies of the additional insured and waiver of subrogation endorsements. Failure to maintain the insurance coverages or policies as required by this contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include County's project or contract number and project description on the certificate. County may require complete copies of all insurance policies required by this contract at any time.

6.5. **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, indemnify, and hold harmless Pima 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 property to the extent caused solely by the negligent acts or willful misconduct by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity shall not apply to Claims arising from (i) the acts or omissions of the Indemnitee, (ii) County-provided data, specifications, approvals, or instructions, (iii) third-party systems or services not under Contractor's control, or (iv) matters covered by workers' compensation laws.. Each party shall be responsible for its own negligent acts or omissions, and neither party shall be required to indemnify the other for the other party's negligence or willful misconduct. Contractor's indemnity obligations shall be limited to the extent of Contractor's fault and shall not require Contractor to assume control of the defense without its consent, which shall not be unreasonably withheld. This indemnity will survive the expiration or termination of this Contract only to the extent permitted by law and subject to applicable statutes of limitation.

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. Any changes in the governing laws, rules, and regulations during an agreement apply, but do not require an amendment or revisions.

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 Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County 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 notifying Contractor, in writing, at least sixty (60) days before the effective date of the termination. In the event of such

termination, County's obligation to Contractor will be payment for (i) services rendered and accepted prior to the date of termination and (ii) all documented, reasonable, and non-cancelable costs incurred by Contractor in performance of the Contract prior to termination, including work in progress, less any undisputed amounts previously paid.

17.2. With Cause.

County may terminate this Contract when County finds Contractor to be in material default of any provision of this Contract, provided that County first gives Contractor written notice describing the default in reasonable detail and allows Contractor thirty (30) days to cure such default, or if the default is not reasonably capable of cure within such period, to commence cure and diligently pursue completion. Termination shall be effective only if Contractor fails to cure within the applicable cure period. Nothing herein shall relieve County of its obligation to pay Contractor for services properly performed and accepted prior to the effective date of termination.

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, upon written notice to Contractor as soon as reasonably practicable. In the event of such termination, County will have no further obligation to Contractor, other than to pay for (i) services rendered and accepted prior to termination and (ii) reasonable, documented, non-cancelable costs incurred by Contractor prior to receipt of notice of non-appropriation

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
Procurement Director	Chief Revenue Officer
Pima County Procurement Department	Rizwan Fidai
150 W Congress, 5 th Floor	2800 S. 36 th Street Phoenix, AZ 85035
Tucson, AZ 85701	
520.724.8161	602-884-0884, rfidai@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., this Contract and all documents submitted to County in relation to this Contract, including, but not limited to, pricing schedules, product specifications, and work plans 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 any documents submitted to County contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." 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, 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.

Contractor agrees to waive confidentiality of any price terms.

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. § 41-4401 (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. Reserved.

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 DO at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a 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. The 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. Forced Labor of Ethnic Uyghurs.

Pursuant to A.R.S. § 35-394 if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

31. Heat Injury and Illness Prevention and Safety Plan.

Pursuant to Pima County Procurement Code 11.40.030, Contractor hereby warrants that if Contractor's employees perform work in an outdoor environment under this Contract, Contractor will keep on file a written Heat Injury and Illness Prevention and Safety Plan. At County's request, Contractor will provide a copy of this plan and documentation of heat safety and mitigation efforts implemented by Contractor to prevent heat-related illnesses and injuries in the workplace. Contractor will post a copy of the Heat Injury and Illness Prevention and Safety Plan where it is accessible to employees. Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract complies with this provision.

32. Amendment.

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

33. 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.

SIGNATURE PAGE TO FOLLOW

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

Chair, Board of Supervisors

Date

Runbeck Election Services, LLC

DocuSigned by:

894F1793080C4D2...
Ron F. Johnson
Authorized Officer Signature

1/20/2026

Date

ATTEST

Clerk of the Board

Date

Pima County Attorney's Office – As To Form

Bobby Yn
Deputy County Attorney

1/20/2026
Date

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.

- 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/inserter 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	\$ 0.13
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	\$ 0.11
8	White Ballot Affidavit >50,000	each	\$ 0.10
9	Yellow BRM envelope <10,000	each	\$ 0.13
10	Yellow BRM envelope 10,000-50,000	each	\$ 0.11
11	Yellow BRM envelope >50,000	each	\$ 0.10
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	\$ 0.19
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	\$ 0.28
29	Ballot printing - test decks 11" - 19" Pre Filled (Furnished)	each	\$ 0.28
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	\$ TBD
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; <50,000	each	\$ 0.38
43	Publicity Pamphlets (inclusive of all assembly, folding, sorting, etc.) Up to 16 pages; 50,001 - 100,000	each	\$ 0.34
44	Publicity Pamphlets (inclusive of all assembly, folding, sorting, etc.) Up to 16 pages; 100,101 - 250,000	each	\$ 0.31
45	Publicity Pamphlets (inclusive of all assembly, folding, sorting, etc.) Up to 16 pages; >250,000	Each	\$ 0.28

46	Packetrak (\$1,500 per election set up fee) *\$.06 includes roundtrip tracking	each	\$0.06
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