

**AGREEMENT BETWEEN THE  
COUNTY OF SOLANO  
AND K & H PRINTERS-LITHOGRAPHERS, INC.  
FOR OPTICAL SCAN BALLOT PRINTING, FINISHING, AND MAILING**

This Agreement is entered into and is effective May 9, 2025 by and between the County of Solano ("County") and K & H Integrated Print Solutions, Inc. ("Contractor") for election material printing, finishing and mailing.

It is mutually agreed between the parties:

**1. TERM**

The term of the agreement is from May 9, 2025, up to and including December 31, 2028, and may be extended upon agreement of the parties for a one-year renewal up to a maximum of two times.

**2. MAXIMUM COMPENSATION LIMIT**

The total maximum financial obligation of County for the services described here shall be not to exceed \$10 million.

**3. NON-EXCLUSIVE AGREEMENT**

This Agreement does not establish an exclusive contract between the County and the Contractor. The County expressly reserves all its rights, including but not limited to, the following: the right to utilize others to provide products, support and services; the right to request proposals from others with or without requesting proposals from the Contractor; and the unrestricted right to bid any such product, support or service.

**4. SERVICES**

Contractor agrees to provide the County all services on terms set forth in this Agreement (including Exhibits) as well as all necessary equipment and resources.

ANY ADDITIONAL OR DIFFERENT TERMS OR QUALIFICATIONS SENT BY CONTRACTOR, INCLUDING, WITHOUT LIMITATION, IN MAILINGS, ATTACHED TO INVOICES OR WITH ANY GOODS SHIPPED, SHALL NOT BECOME PART OF THE CONTRACT BETWEEN THE PARTIES. COUNTY'S ACCEPTANCE OF CONTRACTOR'S OFFER IS EXPRESSLY MADE CONDITIONAL ON THIS STATEMENT.

Contractor shall timely provide to the County, all documentation and manuals relevant to the services it will deliver, at no additional cost. Such documentation shall be delivered either in advance of the delivery of services or concurrently with the delivery of services.

Employees and agents of Contractor, shall, while on the premises of the County, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

If required, Contractor shall be responsible for installation, training and knowledge transfer activities in connection with delivery of services by Contractor and receipt of services by County.

All applicable equipment shall be delivered to a County site specified in the Scope of Work, attached as Exhibit A.

Contractor holds itself out as an expert in the subject matter of the Agreement. Contractor represents itself as being possessed of greater knowledge and skill in this area than the average person. Accordingly, Contractor is under a duty to exercise a skill greater than that of an ordinary person, and the manner in which advice is handled or services are rendered will be evaluated in light of the Contractor's superior skill. Contractor shall provide equipment and perform work in a professional manner consistent with manufacturer and industry.

Contractor represents that all prices, warranties, benefits and other terms being provided hereunder are fair, reasonable and commensurate with the terms otherwise being offered by Contractor to its current customers ordering comparable services and goods.

#### 5. NECESSARY ACTS AND FURTHER ASSURANCES

The Contractor shall at its own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

#### 6. COUNTING DAYS

Days are to be counted by excluding the first day and including the last day, unless the last day is a Saturday, a Sunday, or a legal holiday, and then it is to be excluded.

#### 7. PRICING

Unless otherwise stated, prices shall be fixed for the term of the contract, including all extensions. Exhibit B of the Agreement is the basis for pricing and compensation plan throughout the term of the Agreement.

Notwithstanding the above, if at any time during the term of the Agreement the Contractor offers special, promotional or reduced pricing when compared with the price paid by the County, County shall benefit from that pricing, and that pricing shall apply to the County at the same time that is offered to other entities. Contractor is required, on an ongoing basis, to inform the County of any such special, promotional or reduced pricing.

#### 8. MODIFICATION

This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties.

#### 9. TIME OF THE ESSENCE

Time is of the essence in the delivery of services by Contractor under this Agreement and under any contract release purchase order. In the event that the Contractor fails to deliver services on time, the Contractor shall be liable for any costs incurred by the County because of Contractor's delay. For instance, County may obtain the services to be provided under this Agreement elsewhere and the Contractor shall be liable for the difference between the price quoted by Contractor and the cost to the County, as well as for any other costs incurred by the County; or County may terminate on grounds of material breach and Contractor shall be liable for County's damages.

The Contractor shall promptly reimburse the County for the full amount of its liability, or, at County's option, the County may offset such liability from any payment due to the Contractor under any contract with the County.

The rights and remedies of County provided here shall not be exclusive and are in addition to any other rights and

remedies provided by law. The acceptance by County of late or partial performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the rights or requirements for the complete and timely performance of any obligation remaining to be performed by the Contractor, or of any other claim, right or remedy of the County.

#### 10. SHIPPING AND RISK OF LOSS

Any goods shipped shall be packaged, marked and otherwise prepared by Contractor in suitable containers in accordance with sound commercial practices. Contractor shall include an itemized packing list with each shipment and with each individual box or package shipped to the County. The packing list shall contain, without limitation, the applicable contract release purchase order number.

Unless otherwise specified in writing, all shipments by Contractor to County will be F.O.B. point of destination. Freight or handling charges are not billable unless such charges are referenced on the order. Transportation receipts, if allowed by order, must accompany invoice. Regardless of F.O.B. point, Contractor agrees to bear all risks of loss, injury, or destruction to goods and materials ordered herein which occur prior to delivery; and such loss, injury or destruction shall not release Contractor from any obligation hereunder.

Any shipments returned to the Contractor shall be delivered as F.O.B. shipping point.

#### 11. INSPECTION AND RELATED RIGHTS

The provision of services is subject to inspection, testing, approval and acceptance by the County. If the services or the method of delivery fail in any respect to conform to the Agreement, the County may, at its option, reject the entire tender, accept the entire tender, or, if the deliverables are commercially divisible, may, at its option, accept any commercial unit or units and reject the rest.

In the event that the Contractor's services are not accepted by County, the Contractor shall be liable for any costs incurred by the County because of such failure by Contractor. For instance, County may purchase or obtain the services elsewhere and the Contractor shall be liable for the difference between the price in the Agreement and the cost to the County, as well as any other costs incurred by the County; or County may terminate on grounds of material breach and Contractor shall be liable for County's damages.

The Contractor shall promptly reimburse the County for the full amount of its liability, or, at County's option, the County may offset such liability from any payment due to the Contractor under any contract with the County.

The rights and remedies of County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law. The acceptance by County of late or partial performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the rights or requirements for the complete and timely performance of any obligation remaining to be performed by the Contractor, or of any other claim, right or remedy of the County.

#### 12. ADJUSTMENT BY COUNTY

The County reserves the right to waive a variation in specification of services required. Contractor may request an equitable adjustment of payments to be made by County if County requires a change in the services to be delivered. Any claim by the Contractor for resulting adjustment of payment must be asserted within 30 days from the date of receipt by the Contractor of the notification of change required by County; provided however, that the County, if it decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment made for services supplied by Contractor. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the County shall have the



right to prescribe the manner of disposition of such property. Nothing in this clause shall excuse the Contractor from proceeding with any terms with or without adjustment.

### 13. INVOICING

Contractor shall invoice according to Exhibit B of this Agreement. Invoices shall be sent to the Registrar of Voters. Invoices may be received via electronic mail, addressed to [ajcliche@solanocounty.gov](mailto:ajcliche@solanocounty.gov), or may be sent to SOLANO COUNTY REGISTRAR OF VOTERS' OFFICE, ATTN: Austin Cliche, 675 TEXAS ST. STE. 2600, FAIRFIELD, CA 94533. Invoices for goods or services not specifically listed in the Agreement will not be approved for payment.

Invoices shall include: Contractor's complete name and remit to address; invoice date; invoice number; and payment term; pricing per the Agreement; applicable taxes; and total cost.

Contractor and County shall make reasonable efforts to resolve all invoicing disputes within forty-eight (48) hours.

### 14. AVAILABILITY OF FUNDING

The County's obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding and upon appropriation for payment to the Contractor. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.

### 15. PAYMENT

Payment shall be due Net 30 days from the date of receipt and approval of correct and proper invoices. Payment is deemed to have been made on the date when the County mails the warrant or initiates the electronic fund transfer.

Any acceptance of partial delivery shall not waive any of County's rights on an ongoing basis. Sales tax shall be noted separately on every invoice. Items that are not subject to sales tax shall be clearly identified. The County does not pay Federal Excise Taxes (F.E.T). The County will furnish an exemption certificate in lieu of paying F.E.T. Federal registration for such transactions is: County# \_\_\_\_\_ Contractor shall not charge County for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose, unless expressly authorized by the County.

Notwithstanding anything to the contrary, County shall not make payments prior to acceptance of service (i.e. the County will not make "advance payments").

### 16. LATE PAYMENT CHARGES OR FEES

The Contractor acknowledges and agrees that the County will not pay late payment charges.

### 17. TERMINATION FOR CONVENIENCE

The County may terminate this Agreement or any contract release purchase order at any time for the convenience of the County by giving at least thirty (30) days written notice prior to the intended date of termination specifying the effective date and scope of such termination. If County determines that the Contractor's actions contribute to the curtailment of an essential service or pose an immediate threat to life, health or property, County may terminate this Agreement immediately without penalty upon issuing either oral or written notice to the Contractor and without any opportunity to cure.



In no event shall the County be liable for costs incurred by the Contractor as a result of the termination or any loss of profits on the resulting order or portion thereof so terminated.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other materials (collectively referred to as "materials") prepared by Contractor under this Agreement contract release purchase order shall become the property of the County and shall be promptly delivered to the County. Upon receipt of such materials, County shall pay the Contractor as full compensation for performance, the unit or pro rata price for the then-accepted portion of goods and/or services.

#### 18. TERMINATION FOR CAUSE

County may terminate this Agreement, in whole or in part, for cause upon thirty (30) days written notice to Contractor. For purposes of this Agreement, cause includes, but is not limited to, any of the following: (a) material breach of this Agreement or contract release purchase order by Contractor, (b) violation by Contractor of any applicable laws or regulations, or (c) assignment or delegation by Contractor of the rights or duties under this Agreement or contract release purchase order without the written consent of County or (d) performance by Contractor that is not in strict conformance with terms, conditions, specifications, covenants, representations, warranties or requirements in this Agreement or any contract release purchase order.

In the event of such termination, the Contractor shall be liable for any costs incurred by the County because of Contractor's default. The Contractor shall promptly reimburse the County for the full amount of its liability, or, at County's option, the County may offset such liability from any payment due to the Contractor under any contract or contract release purchase order with the County.

If, after notice of termination under the provisions of this clause, it is determined for any reason that the Contractor was not in default under this provisions of this clause, the County has the option to make its notice of termination pursuant to the Termination for Convenience clause and the rights and obligations of the parties would be in accordance with that provision.

In lieu of terminating immediately upon contractor's default, County may, at its option, provide written notice specifying the cause for termination and allow Contractor 10 days (or other specified time period by the County) to cure. If, within 10 days (or other specified time) after the County has given the Contractor such notice, Contractor has not cured to the satisfaction of the County, or if the default cannot be reasonably cured within that time period, County may terminate this Agreement at any time thereafter. County shall determine whether Contractor's actions constitute complete or partial cure. In the event of partial cure, County may, at its option, decide whether to (a) give Contractor additional time to cure while retaining the right to immediately terminate at any point thereafter for cause; or (b) terminate immediately for cause.

In the event of any termination under this paragraph by County, in addition to any other rights and remedies that County may have, Contractor shall promptly refund to County any unused portion of any and all fees paid, including, without limitation maintenance and service fees, calculated pro rata on the basis of the number of days remaining in the then-current term.

#### 19. TERMINATION FOR BANKRUPTCY

If Contractor is adjudged to be bankrupt or should have a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of Contractor's insolvency, the County may terminate this Agreement immediately without penalty. For the purpose of this Section, bankruptcy shall mean the filing of a voluntary or involuntary petition of bankruptcy or similar relief from creditors; insolvency; the appointment of a trustee or receiver, or any similar occurrence reasonably indicating an imminent inability to perform substantially all of the

party's duties under this Agreement.

## 20. BUDGETARY CONTINGENCY

Performance and/or payment by the County pursuant to this Agreement or any contract release purchase order is contingent upon the appropriation of sufficient funds by the County for services covered by this Agreement or any contract release purchase order. If funding is reduced or deleted by the County for services covered by this Agreement or any contract release purchase order, the County may, at its option and without penalty or liability, terminate this Agreement or offer an amendment to this Agreement indicating the reduced amount.

## 21. DISENTANGLEMENT

Contractor shall cooperate with County and County's other contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall cooperate with County's efforts to ensure that there is no interruption of work required under the Agreement and no adverse impact on the provision of services or County's activities.

Contractor shall return to County all County assets or information in Contractor's possession.

County shall be entitled to purchase at fair market value those Contractor assets used for the provision of services to or for County, other than those assets expressly identified by the parties as not being subject to this provision. Contractor shall promptly remove from County's premises, or the site of the work being performed by Contractor for County, any Contractor assets that County, or its designee, chooses not to purchase under this provision.

Contractor shall deliver to County or its designee, at County's request, all documentation and data related to County, including, but not limited to, the County Data and client files, held by Contractor within sixty (60) days of the request, and Contractor shall destroy all copies thereof not turned over to County, all at no charge to County.

## 22. DISPUTES

Except as otherwise provided in this Agreement any dispute arising under this contract that is not disposed of by agreement shall be decided by the Registrar of Voters or designee, who shall furnish the decision to the Contractor in writing. The decision of the Registrar of Voters or designee shall be final and conclusive. The Contractor shall proceed diligently with the performance of the contract pending the Registrar of Voters' decision. The Registrar of Voters or designee shall not be required to decide issues that are legal or beyond his or her scope of expertise.

## 23. ACCOUNTABILITY

Contractors will be the primary point of contact for the manufacturer, deliverer or any subcontractors and assume the responsibility of all matters relating to the purchase, including those involving the manufacturer and deliverer or any subcontractor, as well as payment issues. If issues arise, the Contractor must take immediate action to **correct or resolve the issues.**

## 24. NO ASSIGNMENT, DELEGATION OR SUBCONTRACTING WITHOUT PRIOR WRITTEN CONSENT

Contractor may not assign any of its rights, delegate any of its duties or subcontract any portion of its work or business under this Agreement without the prior written consent of County. No assignment, delegation or subcontracting will release Contractor from any of its obligations or alter any of its obligations to be performed

under the Agreement. Any attempted assignment, delegation or subcontracting in violation of this provision is voidable at the option of the County and constitutes material breach by Contractor.

As used in this provision, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance, or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

## 25. MERGER AND ACQUISITION

The terms of this Agreement will survive an acquisition, merger, divestiture or other transfer of rights involving Contractor. In the event of an acquisition, merger, divestiture or other transfer of rights Contractor must ensure that the enquiring entity or the new entity is legally required to:

- A. Honor all the terms negotiated in this Agreement and any pre-acquisition or pre-merger Agreement between Contractor and the County, including but not limited to a) established pricing and fees; b) guaranteed product support until the contract term even if a new product is released; and c) no price escalation during the term of the contract.
- B. Give 30-days written notice to the County following the closing of an acquisition, merger, divestiture or other transfer of right involving Contractor.

## 26. COMPLIANCE WITH ALL LAWS & REGULATIONS

Contractor shall comply with all laws, codes, regulations, rules and orders (collectively, "Regulations") applicable to the goods and/or services to be provided hereunder. Contractor's violation of this provision shall be deemed a material default by Contractor, giving County a right to terminate the contract. Examples of such Regulations include but are not limited to California Occupational Safety and Health Act of 1973, Labor Code §6300 et. seq. the Fair Packaging and Labeling Act, and the standards and regulations issued there under. Contractor agrees to indemnify and hold harmless the County for any loss, damage, fine, penalty, or any expense whatsoever as a result of Contractor's failure to comply with the act and any standards or regulations issued there under.

## 27. FORCE MAJEURE

Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.

Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

The party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.



The County shall reserve the right to terminate this Agreement and/or any applicable Scope of Work upon non-performance by Contractor. The County shall reserve the right to extend the agreement and time for performance at its discretion.

28. CONFLICT OF INTEREST

Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required under this Agreement.

29. INDEPENDENT CONTRACTOR

Contractor shall perform pursuant to this agreement as an independent contractor and not as an officer, agent, servant, or employee of County. Contractor shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Nothing herein shall be considered as creating a partnership or joint venture between the County and Contractor. No person performing any services and/or supplying all goods shall be considered an officer, agent, servant, or employee of County, nor shall any such person be entitled to any benefits available or granted to employees of the County.

Contractor is responsible for payment to sub-contractors and must monitor, evaluate, and account for the sub-contractor(s) services and operations.

30. INSURANCE

Contractor shall maintain insurance coverage pursuant to the requirements set forth in the insurance exhibit, if such exhibit is attached to the Agreement

31. DAMAGE AND REPAIR BY CONTRACTOR

Any and all damages caused by Contractor's negligence or operations shall be repaired, replaced or reimbursed by Contractor at no charge to the County. Repairs and replacements shall be completed within 72 hours of the incident unless the County requests or agrees to an extension or another time frame. Contractor must immediately report each incident to the County. Damage observed by Contractor, whether or not resulting from Contractor's operations or negligence shall be promptly reported by Contractor to County. County may, at its option, approve and/or dictate the actions that are in County's best interests.

32. LIENS, CLAIMS, AND ENCUMBRANCES and TITLE

The Contractor warrants and represents that any goods and materials supplied in connection with performance under the Agreement are free and clear of all liens, claims or encumbrances of any kind. Title to the material and supplies purchased shall pass directly from Contractor to County at the F.O.B. point shown, subject to the right of County to reject upon inspection.

33. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS

Contractor assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County pursuant to this Agreement.

34. INDEMNITY

County shall not be liable for, and Contractor shall defend, indemnify and hold harmless County and the employees and agents of County (collectively, "County Parties") against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including without limitation attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to and arising either directly or indirectly from any act, error, omission or negligence of Contractor or its contractors, licensees, agents, servants or employees, excepting only Claims caused by the sole negligence or willfulness of County Parties. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under its agreement with the County.

35. INTELLECTUAL PROPERTY INDEMNITY

Contractor represents and warrants for the benefit of the County and its users that, to its knowledge, it is the exclusive owner of all rights, title and interest in the services and/or goods to be supplied. Contractor shall, at its own expense, indemnify, defend, settle, and hold harmless the County and its agencies against any claim or potential claim that any good, (including software) and/or service, or County's use of any good (including software) and/or service, provided under this Agreement infringes any patent, trademark, copyright or other proprietary rights, including trade secret rights. Contractor shall pay all costs, damages and attorneys' fees that a court awards as a result of any such claim.

36. WARRANTY

Any services furnished under this Agreement shall be covered by the most favorable commercial warranties that Contractor gives to any of its customers for the same or substantially similar services. Any warranties so provided shall supplement, and shall not limit or reduce, any rights afforded to County by any clause in this Agreement, any applicable Uniform Commercial Code warranties, including, without limitation, Implied Warranty of Merchantability and Implied Warranty of Fitness for a Particular Purpose as well as any other express warranty.

Contractor warrants that all services shall strictly conform to the County's requirements and that workmanship and materials are free from defects. If any portion of the work has not been completely described in the Agreement (including Specifications/Scope of Work), it shall comply with nationally and/or state-wide recognized codes and established industry standards. In addition to any other right that the County may have, if any work is found not to be in compliance with specifications or if the workmanship and/or materials are found to be defective within one-hundred and eighty (180) days after the conclusion of performance of the work, Contractor shall, at the County's option, refund to County the amount paid for the work or perform the work again to the County's satisfaction. This remedy is non-exclusive of other remedies and rights that may be exercised by the County. Claims for damages may include direct damages, such as cost to repair or replace, as well as incidental and consequential damages.

Contractor may not disclaim any warranty, express or implied, and any such disclaimer shall be void. Additionally, the warranties above shall not be deemed to exclude Contractor's standard warranties or other rights and warranties that the County may have or obtain.

Contractor represents that all prices, warranties, benefits and other terms being provided hereunder are fair and reasonable.

37. COOPERATION WITH REVIEW

Contractor shall cooperate with County's periodic review of Contractor's performance. Contractor shall make itself available onsite to review the progress of the project and Agreement, as requested by the County, upon

reasonable advanced notice.

Contractor agrees to extend to the County or his/her designees and/or designated auditor of the County, the right to monitor or otherwise evaluate all work performed and all records, including service records and procedures to assure that the project is achieving its purpose, that all applicable County, State, and Federal regulations are met and that adequate internal fiscal controls are maintained.

#### 38. AUDIT RIGHTS

Pursuant to California Government Code section 8546.7, the parties acknowledge and agree that every contract involving the expenditure of public funds in excess of \$10,000 shall be subject to audit by the State Auditor.

All payments made under this Agreement shall be subject to an audit at County's option, and shall be adjusted in accordance with said audit. Adjustments which are found necessary as a result of auditing may be made from current billings.

The Contractor shall be responsible for receiving, replying to, and complying with any audit exceptions set forth in County audits. The Contractor shall pay to County the full amount of any audit determined to be due as a result of County audit exceptions. This provision is in addition to other inspection and access rights specified in this Agreement.

#### 39. ACCESS AND RETENTION OF RECORDS AND PROVISION OF REPORTS

Contractor shall maintain financial records adequate to show that County funds paid were used for purposes consistent with the terms of the contract between Contractor and County. Records shall be maintained during the terms of the Agreement and for a period of four (4) years from its termination, or until all claims have been resolved, whichever period is longer, unless a longer period is required under any contract.

All books, records, reports, and accounts maintained pursuant to the Agreement, or related to the Contractor's activities under the Agreement, shall be open to inspection, examination, and audit by County, federal and state regulatory agencies, and to parties whose Agreements with the County require such access. County shall have the right to obtain copies of any and all of the books and records maintained pursuant to the Agreement, upon the payment of reasonable charges for the copying of such records.

Annual reports must be made available no later than 30 days of the contract anniversary date unless otherwise requested,

#### 40. OWNERSHIP RIGHTS AND DATA

County shall own all right, title and interest in and to Deliverables identified in this Agreement and all County Data. All materials obtained, developed or prepared by Contractor in the course of performing services hereunder, and the derivative works, patent, copyright, trademark, trade secret or other proprietary rights associated therewith (collectively "Deliverables"), shall be the sole and exclusive property of the County. To the extent Contractor owns or claims ownership rights to the Deliverables, Contractor hereby expressly assigns all said rights, title, and interest in and to the Deliverables to the County pursuant to the terms and conditions of this Agreement and at no additional cost. The County has the exclusive royalty-free irrevocable right to duplicate, publish or otherwise use for any purpose, all materials prepared under this Agreement. If Contractor wishes to use the materials prepared hereunder for any purpose including but not limited to promotional, educational or commercial purposes, the Contractor shall obtain prior written authorization from the County, which consent may be withheld by the County in its sole discretion. Contractor acknowledges that all original works of authorship which are made by Contractor (solely or jointly with others) within the scope of this Agreement and which are



protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C., Section 101), and shall belong solely to County. Contractor agrees that the County will be the copyright owner in all copyrightable works of every kind and description created or developed by Contractor, solely or jointly with others, in connection with any agreement with the County. If requested to, and at no further expense to the County, Contractor will execute in writing any acknowledgments or assignments of copyright ownership of such copyrightable works as may be appropriate for preservation of the worldwide ownership in the County and its nominees of such copyrights.

#### 41. COUNTY DATA SECURITY

Contractor warrants, represents and agrees that it shall establish and maintain an information security program that is designed to, at a minimum:

- (i) Ensure the security and confidentiality of COUNTY Data provided, collected, accessed or used as part of the Agreement;
- (ii) Protect against any anticipated threats or hazards to the security or integrity of COUNTY Data;
- (iii) Protect against unauthorized access to or use of County Data that could result in substantial harm or inconvenience to COUNTY; and
- (iv) Ensure the secure and proper disposal of County Data, as requested by County.
- (v) Take all appropriate action to address any incident of unauthorized access to County Data, including addressing and/or remedying the issue that resulted in such unauthorized access;
- (vi) Be responsible for ensuring compliance by its officers, affiliates, assigns, directors, employees, agents, representatives, consultants and subconsultants with all the County Data provisions of this Agreement; and,
- (vii) Contractor agrees to notify County promptly if it becomes aware of any actual, suspected or threatened infringement, misuse, imitation, dilution, misappropriation or other unauthorized use, access or conduct in derogation of the County Data.

#### 42. NON-DISCRIMINATION

Contractor shall comply with all applicable Federal, State, and local laws and regulations, including Solano County's policies, concerning nondiscrimination and equal opportunity in contracting. Such laws include, but are not limited to, the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (§§ 503 and 504); California Fair Employment and Housing Act (Government Code §§ 12900 et seq.); and California Labor Code §§ 1101 and 1102. Contractor shall not discriminate against any employee, subcontractor or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

Contractor's violation of this provision shall be deemed a material default by Contractor giving County a right to terminate the contract for cause.

#### 43. CALIFORNIA PUBLIC RECORDS ACT

The County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Contractor's proprietary information is contained in documents submitted to County, and Contractor claims that such information falls within one or more CPRA exemptions, Contractor must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the County will make best efforts to provide notice to Contractor prior to such disclosure. If Contractor contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Solano County before the County responds to the CPRA request. If Contractor fails to obtain such remedy before the County responds to the CPRA request, County may disclose the requested information.

Contractor further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorneys fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the Contractor.

#### 44. SEVERABILITY

Should any part of the contract between County and the Contractor or any individual purchase order be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the contract or purchase order which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

#### 45. NON-WAIVER

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by County. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless the writing signed by the County so specifies.

#### 46. USE OF COUNTY'S NAME FOR COMMERCIAL PURPOSES

Contractor may not use the name of the County or reference any endorsement from the County in any fashion for any purpose, without the prior express written consent of the County.

#### 47. HEADINGS AND TITLES

The titles and headings in this Agreement are included principally for convenience and do not by themselves affect the construction or interpretation of any provision in this Agreement, nor affect any of the rights or obligations of the parties to this Agreement.

#### 48. HANDWRITTEN OR TYPED WORDS

Handwritten or typed words have no greater weight than printed words in the interpretation or construction of this Agreement.

#### 49. AMBIGUITIES

Any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

#### 50. ENTIRE AGREEMENT

This Agreement and its Exhibits (if any) constitutes the final, complete and exclusive statement of the terms of the agreement between the parties. It incorporates and supersedes all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

#### 51. EXECUTION & COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The parties agree that this Agreement, its amendments, and ancillary agreements to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature must be treated in all respects as having the same effect as an original signature. The original signature copy must be sent to the County by United States Postal Service mail, sent by courier or delivered by hand.

#### 52. NOTICES

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail, return receipt requested; when sent by overnight carrier; or upon email confirmation to sender of receipt of a facsimile communication which is followed by a mailed hard copy from sender. Notices shall be addressed to the individuals identified in the Key Provisions of the Agreement as the County Contact and the Contractor Contact. Each party may designate a different person and address by sending written notice to the other party, to be effective no sooner than ten(10) days after the date of the notice.

#### 53. SURVIVAL

All representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to be a part of their Agreement, will survive the termination of this Agreement.

#### 54. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be construed and interpreted according to the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions will be exclusively vested in a state court in the County of Solano. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Solano, and waive all venue objections.



55. EXHIBITS

The following Exhibits are attached and incorporated into this Agreement by reference

- A. Scope of Work
- B. Budget and Payment Provisions
- C. Indemnity & Insurance Requirements

59. AUTHORITY

Each party executing the Agreement on behalf of such entity represents that he or she is duly authorized to execute and deliver this Agreement on the entity's behalf. This Agreement shall not be effective or binding unless approved in writing by the parties, as evidenced by their signature as set forth in this Agreement.

COUNTY: County of Solano, a political  
subdivision of the State of California

CONTRACTOR: K&H  
PRINTERS - LITHOGRAPHERS,  
INC.

BY: \_\_\_\_\_

Bill Emlen  
County Administrator

BY: \_\_\_\_\_



APPROVED AS TO FORM

*M. Callaway, Deputy*

County Counsel

## **EXHIBIT A**

### **SCOPE OF WORK**

#### **1. GOALS AND OBJECTIVES**

This contract shall cover the printing needs of the Registrar of Voters (ROY) throughout the calendar year. The printing needs of the Registrar of Voters (ROY) varies throughout the calendar year. Printing services shall include the following services provided by the contractor, as detailed in section 2 below:

- a) All Election specific required printing:
  - 1. Digital printing of required ballots for a given election
  - 2. Printing of required county voter information guides (CVIG) for a given election
  - 3. Printing of all accessory sample ballot information including sample ballot pages, ballot wrappers, other vote by mail inserts as deemed necessary by the county.
- b) Associated election services related to Vote by Mail (VBM) processing:
  - 1. Addressing VBM envelopes per county specifications
  - 2. Assembling VBM packets with inserts specified by the ROV
  - 3. Mailing services for VBM packets
- c) Associated election services related to CVIG processing:
  - 1. Addressing CVIG per county specifications
  - 2. Mailing services for CVIG packages
- d) Election Preparation printing:
  - 1. Informational postcards to voters related to voting options and services offered by the ROV
  - 2. Postcards to potential voters desiring to be poll-workers
  - 3. Pollworker manuals including printing and mailing
- e) Voter Registration List Maintenance Printing:
  - 1. Blank Voter Notification post-cards
  - 2. Blank Voter Confirmation post-cards
  - 3. Data populated Voter Notification and Confirmation Cards.
  - 4. Pre-Registration post-cards
  - 5. Post-Election voter notices
  - 6. Pre-Election voter notices
- f) Other associated printing and services
  - 1. Pre-press design and printing services for all related mailings
  - 2. Design and printing services for additional non-election mailings as necessary
  - 3. Election Translation services for ballots and sample ballots.
  - 4. USPS design and document review services as necessary
  - 5. Supply/printing and organization of custom "I-Voted" stickers for VBM packets
  - 6. Design and coordination of VBM envelopes as necessary

Cost associated with printing and associated services are outlined in Exhibit B.

**2. CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:**

Contractor shall provide expertise in election administration specifically related to California requirements for Election and Voter Registration related notices to voters. Unless otherwise described below, all services should be conducted in-house by the contractor. Contractor shall be responsible for the following duties:

- a) All Election specific required printing shall be conducted in-house by contractor on digital presses unless specified below:
  1. Digital printing of required ballots for a given election per California Elections Code requirements and voting system specifications.

Ballot artwork shall be delivered to the contractor in finished, print-ready files (i.e. PDF). County shall provide specified quantities by precinct, poll place and indication of ballot category. County Ballots may range in size from 9" x 11" content to 9" x 18". Actual paper size may be longer and wider than these measurements when stubs are added as indicated below. Ballots are typically two-card per ballot. The County currently prints election ballots in a single-language, although could expand to additional language when state and federal requirements are adjusted.

Ballot categories shall include:

- a. Poll/Vote Center Ballots (in-person voting)-flat pads of 50 with 2 x 1" stubs on the ballot. Stubs may be located on top or bottom of the pad.
    - i. Boxes of ballots shall be grouped by Poll ID for shipping to County.
  - b. VBM ballots - folded ballots with quantities matching a voter data file provided by county in CSV, TAB or another file with separated values as agreed upon by county and contractor. VBM ballots shall have stubs, and/or a wrapper sheet (ballot wrapper) for barcoding purposes to help contractor with automated VBM inserting equipment. Additional information may be provided on the ballot wrapper including I-Voted stickers, instructions to voters, sample ballots and candidate statements.
  - c. Provisional Ballots - flat pads of 50 with 2 x 1" stubs on the ballot.
    - i. Provisional ballots shall be marked with "PROVISIONAL" on the top and right side of the ballot.
    - ii. Boxes of ballots shall be grouped by Poll ID for shipping to County.
  - d. Test Ballots - county to specify test pattern and quantity to vendor. County will provide PDF of pre-marked ballots. Test ballots shall be flat and unbound.
2. Printing of required county voter information guides (CVIG) for a given election.

The Contractor shall be required to manage print production of all the content required for a CVIG per California Election Code in either single or multiple bound/stitched document(s) as contractor determines necessary based on page counts. CVIG's are uniquely defined by Poll Location and Ballot Type except for the voter specific information as identified below.

The County CVIG shall contain at least the following components:

- i. Information and instructions for voters regarding the election.
- ii. An election Calendar.
- iii. State Specific information regarding ballot contents.
- iv. Possible candidate statements.



- v. Instructions required in alternative languages regarding replacement ballot access.

Contractor shall print all CVIG's to match style and format as per the example shown in Exhibit D.

Contractor shall include variable data on the Cover, Inside Cover, as follows:

- i. Outside Front cover shall contain map unique to each voter's polling location.
  - ii. Inside front cover shall contain the party associated with the voter record for the specific CVIG.
- This printing shall be for the Presidential Primary election only.

The Contractor shall be required to manage print production of all the content required for a CVIG per California Election Code in bound/stitched document(s). contractor shall provide at least one CVIG insert per election, but can use multiple documents to accomplish this task.

All CVIG's shall be printed in-house at the contractor's main print facility.

- 3. Contractor shall specify a desired printing timeline for the county as it relates to election related printed materials.
  - i. Key dates included in the calendar shall match the California Election Code dates for mailings and allow time for legal requirements to be met by the County.
  - ii. Deadlines for both ballot artwork and CVIG artwork shall be no later than Ballot Certification date as determined by the CA Secretary of State, plus one (1) day. Failure to meet this minimum deadline shall result in additional costs as outlined in Exhibit B below.
- 4. Contractor shall provide necessary files for proofing, creating run sheets, and order forms for conducting election related printings.

b) Associated election services related to Vote by Mail (VBM) processing:

- I. Contractor shall perform VBM envelope addressing services for outbound VBM envelopes similar to example shown as Exhibit D. Contractor shall coordinate with USPS for proofing addressing scheme and utilizing USPS standards for election related mail with attention to design changes for:
  - i. FIM barcode placement and issues
  - ii. Use of election indicia
  - iii. Proper use of IMB barcode technology to avoid loop-back of mail pieces.
- 2. Contractor shall perform assembly of VBM packets which shall include at a minimum the following items as shown in Exhibit D:
  - i. Single Ballot for voter
  - ii. "I-Voted" sticker
  - iii. Ballot Instructional Wrapper including sample ballot
  - iv. County Voter Information Guide(s)
  - v. Ballot Wrapper or ballot stub
  - vi. Outer Envelope
  - vii. Inner Envelope
  - viii. Half-Sheet generic instructions to voters as necessary.

Additional pieces inserted into the VBM packet that require unique matching to a specific voter will require an additional cost as shown on Exhibit B. At no time, shall more than 6 pieces be included in the assembly of a VBM packet.

3. Contractor shall perform in-house mail services for VBM packets, working directly with the USPS to ensure county receives lowest rate for VBM packets being mailed to voters.
  - i. Contractor shall contract and coordinate with necessary parties to ship VBM packets to Oakland and Sacramento SCF facilities as appropriate.
  - ii. Contractor will not split BT's across SCF Facilities. If a BT is split, it will go to the SCF with the majority of pieces.
4. Contractor shall specify a desired processing and mailing timeline for the county as it relates to election related printed materials.
  - i. All initial mailings for VBM's shall be arranged for arrival at postal facilities no later than E-29.
5. Contractor shall allow the county to observe, audit and inspect all VBM processes on-site at contractor facility prior to delivery of items to USPS.

c) Associated election services related to CVIG processing:

- I. Contractor shall perform CVIG addressing services for outbound CVIG similar to example shown as Exhibit D. Contractor shall coordinate with USPS for proofing addressing scheme and utilizing USPS standards for election related mail with attention to design changes for:
  - i. FIM barcode placement and issues
  - ii. Use of election indicia
  - iii. Proper use of LMB barcode technology to avoid loop-back of mail pieces.
1. Contractor shall perform in-house mail services for CVIG, working directly with the USPS to ensure county receives lowest rate for CVIG's being mailed to voters. Contractor shall contract and coordinate with necessary parties to ship CVIG documents to Oakland and Sacramento SCF facilities as appropriate.
2. Contractor shall specify a desired processing and mailing timeline for the county as it relates to election related printed materials.
3. Contractor shall allow the county to observe, audit and inspect all CVIG processes on-site at contractor facility prior to delivery of items to USPS.

d) Contractor shall provide for the following additional pre-election printing needs:

Contractor shall coordinate with County to produce pre-election printing needs as identified below. Post-card sized printing shall be designed by the county and delivered to contractor as print-ready documents (PDF or similar).

Contractor shall work with USPS to ensure county receives lowest mail rate for all post-cards.

Pre-election notices may include:

- i. Informational postcards to voters related to voting options and services offered by the County;
- ii. Postcards to potential voters desiring to be poll-workers;

e) Contractor shall provide additional print services for voter registration list maintenance to meet county requirements for NVRA and California Election code notices through the following template post-cards. These post-cards are typically not addressed or mailed by the contractor

- i. Blank Voter Notification post-cards
- ii. Blank Voter Confirmation post-cards
- iii. Pre-Registration post-cards

Additionally, the county may produce additional notices to help with list maintenance issues before or after an

election. The contractor shall work with the county on the design of these notices to ensure compliance with USPS standards and to ensure the best postage rate:

1. Post-Election voter notices
  2. Pre-Election voter notices
- f) Contractor shall provide the following additional associated printing and services:
1. Pre-press design and printing services for all related mailings
  2. Design and printing services for additional non-election mailings as necessary
  3. USPS design and document review services as necessary
  4. Supply/printing and organization of custom "I-Voted" stickers for VBM packets as shown in Exhibit D
  5. Design and coordination of envelope design, production and delivery as necessary.
  6. Language Translation services as required for ballots, instructions and voting materials by the county.
  7. USPS Coordination and processing.
  8. Printing and mailing pollworker manuals prior to each election as directed by County
- g) Contractor shall provide a dedicated account manager to Solano County to assist with all services executed. Account manager shall have at least 5 years of experience assisting in Elections related printing with Contractor. and at least 10 years of experience with Contractor as a project manager.

**3. COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:**

- a) County shall provide data files to contractor in standard Excel, CSV, or tab delimited values.
- b) County shall provide pre-press documents in Microsoft Word or another editable file format.
- c) County shall provide print-ready documents in PDF, or Adobe InDesign format as applicable.
- d) County shall adhere to agreed-upon schedules as identified above and will return client edits in a timely fashion.

**4. PERFORMANCE SPECIFICATIONS:**

- a) Contractor shall be required to meet the County's standard of performance as specified below for all printing, mailing and services associated with this contract.
- b) Contractor shall at all times maintain certification for printing ballots associated with county vote tabulation system as required by the California Secretary of State.
- c) Ballots shall be produced according to vote tabulation equipment manufacturer specifications.
- d) Ballots produced by the Contractor for an election shall be readable by the County vote tabulation equipment at a rate of at least 95.99%.



- e) In addition to meeting the specified deadlines in the agreed upon printing calendar, the contractor must complete the insertion stage of the E-60/bulk mailing of VBM packets within five business days of the start of inserting.

**5. PROJECT MANAGEMENT SUPPORT:**

Contractor shall provide support and access to account manager for County at the following levels.

1. From E-90 to E-60 - Monday through Saturday from 7am to 7pm PST
2. From E-59 to E-7 - Monday through Sunday from 7am to 9pm PST
3. All other times support shall be available during normal business hours.

**EXHIBIT B**  
**Budget Detail and Payment Provision**

The County will pay for all printing costs and associated services as defined by this table.

#	Category	Description	Unit	Price per unit not to exceed:
<b>1</b>	<b>Official Ballots</b>			
1a	Ballot Production	Ballots to be produced per specifications in Exhibit A, Section 2. Price includes setup charges.	Per ballot printed	\$0.33
1b	Ballot Wrapper or Ballot Stub	Wrapper for ballot for information purposes and tracking information for K&H - alternate to ballot stub	Per ballot printed	\$0.18
<b>2</b>	<b>Test Ballots</b>			
2a	Ballot Production	Ballots to be produced per specifications in Exhibit A, Section 2. Price includes setup charges.	Per ballot printed	\$0.60
2b	Test Ballot File Processed	To process PDF file of pre-marked test deck.	Each original file processed; Additional Files	\$500.00 \$2.00
<b>3</b>	<b>VBM Packets (materials)</b>			
3a	I-Voted Sticker	I-Voted Sticker - including production and readiness (up to 3" diameter)	each	\$0.1145
3b	Outer Envelopes (9x12)	Outgoing Outer Envelopes - includes Par Avian, Indicia, no Indicia	each	\$0.168
3c	Return Envelopes	Return Inner Envelopes - includes Par Avian, Postage Paid and Non- Postage Paid Envelopes, with peel n seal strip	each	\$0.285
<b>4</b>	<b>VBM Assembly</b>			
4a	Machine Assembly	Inserting and assembly of VBM Packet by machine when extract is 2000 pieces or more	per piece if one ballot card	\$1.00
4b	Hand Assembly	Inserting and assembly of VBM packet by hand when extract is 1,999 pieces or less.	per piece if one ballot card	\$2.00
4b	Additional ballot cards added	Per each additional ballot card added to packet	per piece	\$0.10
<b>5</b>	<b>County Voter Information Guide (CVIG) - Printing Costs</b>			
5a	CVIG	All printing costs including machine setups/change outs for ballot types, covers, other variable data, stitch/binding. Independent of CVIG page count	Per CVIG	\$3.00

#	Category	Description	Unit	Price per unit not to exceed:
<b>6</b>	<b>Setup and Pre-Press Charges</b>			
6a	Proofing	CVIG/Digest/Other booklet assembly and printing	each page.	\$3.125
6b	Setup Fee per Envelope Type	Outer, Return, etc.	Each Type Plain  Each Type Peel-n-seal Per addl version after 2 <sup>nd</sup> type -	\$2,000  \$2,500  \$475.00
6c	Initial CVIG Setup	Includes Candidate Statements, Measures/Text, Arguments and rebuttals, additional filler pages, sample ballot pages and voter instructions	Each page or unique portion of a page.	\$45.00
6d	Multiple CVIG Setup	Setup per CVIG Type	Each unique CVIG after the 20 <sup>th</sup> version	\$150.00
<b>7</b>	<b>Daily VBM - after E-60</b>			
7a	Subsequent VBM mailings	Fee for daily assembly in addition to base assembly cost determined in section 4. Includes hand assembly.	each	\$2.00
<b>8</b>	<b>Other Services</b>			
8a	Provisional Envelopes	Provide Blank Provisional envelopes as shown in Exhibit D	each	\$0.35
8b	Postcards - blank	Printing services for county Voter notification cards, 8d2 (confirmation), pollworker notice, other voter notification or information cards, and other registration cards as required.	1 panel - each 2 panel- each 3 panel - each	\$0.10 \$0.15 \$0.25
8c	Postcards - Weekly Mailing	Printing and mailing services for county 8d2-2225 cards.	2 panel - each	\$0.30 Min. Charge per week \$500
8d	Postcards - Mailing service	Provides addressing and mailing services for postcards	each	\$0.06
8e	Round-Trip Ballot Tracking	USPS Ballot Tracking for outbound and return.	each	\$0.05
8f	Pollworker Manuals	Printing, binding and mailing of pollworker manual	each	\$15.00

1. The county shall pay for services based on receipt of an invoice from contractor.
2. The County fails to meet agreed upon deadlines for artwork, or makes changes to artwork after initial final submission, the contractor will work with the county to find the most efficient corrective course which may include requiring the county to process CVIG and Mailings for small batches directly or require a separate mailing of the CVIG and ballot packet.
3. The County may withhold payment, in whole or in part, to protect the County from loss on account of any of the following:
  - a. Defective equipment, materials, or work of Contractor, which is not remedied.
  - b. Claims filed by third parties relating to the Contractor's negligent work or services or willful misconduct of Contractor or subcontractors, or to the extent Contractor is required by this Contract to provide indemnification and fails to do so;
  - c. Damage to the County or another person or entity caused by the negligence or willful misconduct of the Contractor or Contractor's subcontractors or material Contractors, to the extent Contractor is required by this Contract to provide indemnification and fails to do so.
  - d. Inability to deliver printed materials based upon agreed upon election calendar as defined in Exhibit A.
4. Contractor shall bill county for real costs associated with freight and postage charges as necessary.
5. The County may terminate this contract if the Contractor fails to timely deliver materials for an election or other required deadline as defined in Exhibit A. Any expense incurred by the contractor including but not limited to shipping, design work, staff time, materials, travel and on-site support shall be the burden of the contractor if election related printing is not completed successfully as determined by the agreed upon election calendar.
6. The County may refuse payment of invoices for printed materials, mailing and/or other related services if contractor fails to meet performance specifications identified in Exhibit A.



**EXHIBIT C**  
**Indemnity and Insurance Requirements**

- A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.
- B. Minimum Scope of Insurance  
Coverage must be at least as broad as:
- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
  - (2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code J (any auto).
  - (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

- C. Minimum Limits of Insurance  
Contractor must maintain limits no less than:

(1) General Liability: (Including operations, products and completed operations.)	<b>\$2,000,000</b>	per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
(2) Automobile Liability:	<b>\$1,000,000</b>	per accident for bodily injury and property damage with an MCS-90 endorsement
(3) Workers' Compensation:	As required by the State of California.	
(4) Employer's Liability:	<b>\$1,000,000</b>	per accident for bodily injury or disease.

- D. Additional Insurance Coverage  
To the extent coverage is applicable to Contractor's services under this Contract, Contractor must maintain the following insurance coverage:

- |     |                         |                    |   |
|-----|-------------------------|--------------------|---|
| (1) | Cyber Liability:        | <b>\$1,000,000</b> | per incident with the aggregate limit twice the required limit.   |
| (2) | Professional Liability: | <b>\$2,000,000</b> | combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 3 years following the completion of work under this Contract. |

E. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or
- (2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance Provisions

The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

- (1) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.
- (2) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.
- (3) Should any of the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

H. Waiver of Subrogation

- (1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.
- (2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

I. Acceptability of insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to County.

J. Verification of Coverage

- (1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.
- (2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.
- (3) County must receive and approve all certificates and endorsements before work commences.
- (4) However, failure to do so shall not operate as a waiver of these insurance requirements.
- (5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage described above at any time.