

AGREEMENT NO. ___ - ___

(Agreement for printing, addressing, and mailing Election materials)

THIS AGREEMENT (“Agreement”) is made and entered into this 24th day of September, 2024, by and between the County of Yolo, a political subdivision of the State of California (“County”) and Pro Document Solutions, Inc., a California corporation DBA ProVoteSolutions. (“Contractor”).

WITNESSETH

WHEREAS, the County is authorized by Government Code Section 23004 to make contracts as necessary for the exercise of its powers; and

WHEREAS, the County is authorized by Government Code Section 31000 to contract with persons specially trained, experienced, expert and competent to perform special services such as printing election materials in the state of California; and

WHEREAS, the County desires to obtain printing, addressing, and mailing services for its Election related materials; and

WHEREAS, Contractor is on a California Secretary of State list of nine (9) vendors approved for Hart Verity Ballot printing, of which only four (4) are currently doing business in the State of California; and

WHEREAS, Contractor provides ballot printing services to twenty six (26) of the fifty eight (58) California Counties; and

WHEREAS, Contractor has represented and warrants to the County that it has the necessary training, experience, expertise and competency to provide the services, goods and materials that are described in this Agreement, at a cost to the County as herein specified; that it will be able to perform the herein described services at minimum cost to the County by virtue of its current and specialized knowledge of relevant data, issues, and conditions; and

WHEREAS, Contractor represents and warrants that neither Contractor, nor any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent owners, is excluded or debarred from participating in or being paid for participation in any Federal or State program; and

WHEREAS, Contractor further represents and warrants that no conditions or events now exist which give rise to Contractor or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners being excluded or debarred from any Federal or State program; and

WHEREAS, Contractor understands that the County is relying upon these representations in entering into this Agreement.

NOW, THEREFORE, the County and the Contractor agree as follows:

I. BASIC SERVICES

A. Contractor shall furnish and perform the following services in accordance with Exhibits A-Scope of Work (SOW), and in a manner satisfactory to the Assessor/Clerk-Recorder/Registrar of Voters or his/her written designee (“Director”).

B. The complete contract shall include the following Exhibits attached hereto and incorporated herein:

Exhibit A	Scope of Work
Exhibit B	Pricing List

In the event of any conflict between any of the provisions of this Agreement (including Exhibits), the provision that requires the highest level of performance from Contractor for the County's benefit shall prevail.

II. ADDITIONAL SERVICES

The following services, insofar as they do not fall within the scope of the basic services required of Contractor under Paragraph I hereinabove and cause the Contractor additional expenses, providing they are authorized by the Director in advance in writing, shall also be granted and provided by Contractor:

A. Any election related services or materials required to be provided to the public, as mandated by the State of California or requested to be provided by the County, shall be incorporate into the Agreement upon written acceptance of a formal quote.

B. Additional work that is directly related to the services set forth in Paragraph I above and requested in writing by the Director.

III. COMPENSATION AND REIMBURSEMENT OF EXPENSES

A. For the services described in Paragraph I above, and subject to the condition that the services have been completed in a manner satisfactory to the Director or his/her designee, Contractor shall be compensated as follows:

Provided, however, that the total amount of compensation to be paid to Contractor for the services required by this Agreement shall not exceed seven hundred thousand dollars (\$700,000.00) for each primary and general election and three hundred thousand dollars (\$300,000.00) for each special election.

1. In the event that Assembly Bill 884 of legislative session 2023-2024 or other similar legislation passes, requiring the County to print all election materials

in a language other than English, the maximum compensation under this Agreement shall automatically increase by two hundred thousand dollars (\$200,000.00) for a maximum amount of nine hundred thousand dollars (\$900,000.00) per primary and general election, and by one hundred thousand dollars (\$100,000.00) for a maximum amount of four hundred thousand (\$400,000.00) per special election.

C. For the services described in Paragraph II above, insofar as they do not fall within the scope of the basic services required of Contractor under Paragraph I or Paragraph III subparagraph B, hereinabove and cause the Contractor additional expenses, Contractor shall be compensated based on a quote provided by Contractor and approved by the County; provided, however, that the amount of any such compensation shall not exceed fifty thousand dollars (\$50,000.00) per primary and general election or twenty five thousand dollars (\$25,000.00) per special election.

D. Contractor shall be compensated in accordance with Exhibit B. Pricing shall be valid through both the primary and general elections. Exhibit B shall include all relevant items for the coming elections and shall reflect current pricing based on items needed and volumes requested by County.

1. Contractor shall provide an updated Exhibit B at the beginning of each election cycle in calendar years 2026 and 2028, typically starting in or around January of an election year. Any updates to Exhibit B must be accepted in writing by County within ten (10) business days of receipt and signed by both Contractor and County. Should the County not accept the updated rates, this Agreement shall terminate immediately.

E. Contractor shall provide a separate quote during any special elections. The quotes shall take into account all specific needs and volumes needed for that election.

IV. METHOD OF PAYMENT

A. Within thirty (30) days of the completion of each service in a manner that is satisfactory to the Director, the Contractor shall submit an invoice detailing the services provided, the quantity provided, the cost per item or group of items, a subtotal of each subtask completed, and a total cost of the invoice. Any claim for additional services pursuant to Paragraph II shall also include a copy of the Director's written approval in advance of such services being provided. If requested by the County, Contractor shall provide any further documentation to verify the compensation and reimbursement sought by Contractor.

B. Within fifteen (15) calendar days of the receipt of Contractor's detailed invoice, the Director shall either authorize payment or advise Contractor in writing of any concerns that the Director has with the invoice and any need for further documentation.

C. Within thirty (30) calendar days of the Director's authorization for payment of an

invoice, the County Auditor-Controller shall either issue the payment or advise Contractor in writing of any concerns that the County Auditor-Controller has with the request and any need for further documentation.

V. THIS SECTION INTENTIONALLY OMITTED

VI. OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS

All professional and technical documents and information developed under this Agreement, and all work products, including writings, work sheets, reports, and related data, materials, copyrights and all other rights and interests therein, shall become the property of the County, and Contractor agrees to deliver and assign the foregoing to the County, upon completion of the services hereunder or upon any earlier termination of this Agreement. Contractor assigns the work products, as and when the same shall arise, for the full terms of protection available throughout the world. In addition, basic data prepared or obtained under this Agreement shall be made available to the County without restriction or limitation on their use.

No additional charge will be made for any of the foregoing.

VII. RECORDS; ACCESS, RETENTION

Contractor shall retain and make available for review by the County and its designees all records, documents, and general correspondence relating to this Agreement and the services required hereunder for a period of not less than four (4) years after receipt of final payment or until all pending audits and proceedings are completed, whichever is later. Contractor shall make such records available for inspection and copying by the County and its designees at any reasonable time. At least thirty (30) calendar days prior to any destruction of these records following the four years, Contractor shall notify the Director. Upon such notification, the Director shall either agree to the destruction or authorize the records to be forwarded to the County for further retention.

VIII. DISPUTES

Any dispute arising under this Agreement shall be decided by the County Administrative Officer who shall put his or her decision in writing and mail a copy thereof to the address for the notice to Contractor. The decision of the County Administrative Officer shall be final unless, within thirty (30) days from the date such copy is mailed to Contractor, Contractor appeals the decision in writing to the County Board of Supervisors. Any such written appeal shall detail the reasons for the appeal and contain copies of all documentation supporting Contractor's position. In connection with any appeal proceeding under this paragraph, Contractor shall be afforded the opportunity to be heard and offer evidence in support of its appeal to the County Board of Supervisors at a regular Board meeting. Pending a final decision of the dispute, Contractor shall proceed diligently with the performance of this Agreement and in accordance with the County Administrative Officer's decision. The decision of the County Board of Supervisors on the appeal shall be final for purposes of exhaustion of administrative remedies.

IX. TERM AND TERMINATION

A. The term of this Agreement shall be for five (5) years from July 1, 2024 through June 30, 2029, unless sooner terminated as hereinafter provided.

B. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not less than thirty (30) days to cure the default. Such notice shall describe the default and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said thirty-day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than fifteen (15) days advance written notice. In the event of such termination based upon Contractor default, the County reserves the right to purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth herein and the actual cost thereof to the County. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

C. This Agreement is subject to the County, the State of California and the United States appropriating and approving sufficient funds for the activities required of the Contractor pursuant to this Agreement. If the County's adopted budget and/or its receipts from the State of California and the United States do not contain sufficient funds for this Agreement, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor, in which event the County shall have no obligation to pay the Contractor any further funds or provide other consideration and the Contractor shall have no obligation to provide any further services pursuant this Agreement. If the County terminates the Agreement pursuant to this subparagraph, the County will pay Contractor in accordance with this Agreement for all services performed to the satisfaction of the Director before such termination and for which funds have appropriated as required by law.

D. This Agreement may be terminated for any reason by the County at any time during its term, by giving 60 days' written notice to the other party.

E. If Contractor, or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners, becomes excluded, debarred or suspended from participation in Federally or State funded programs, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor.

F. Upon termination of this Agreement or suspension of work by either County or Contractor, Contractor shall furnish to County all documents and drawings prepared under this Agreement, whether complete or incomplete. In the event of termination for any reason, reproducible copies of all finished or unfinished documents, drawings, maps, models, photographs, and reports prepared by Contractor shall become the sole and exclusive property of Yolo County and Contractor shall be entitled to receive compensation

for any work completed on such documents and other materials determined by the Director to be of satisfactory quality and within the terms and conditions of this Agreement. All creative work undertaken by Contractor such as sketches, copy, dummies and all preparatory work for which Contractor is not compensated by the County shall remain the sole and exclusive property of the Contractor.

G. During and following the term of this Agreement, Contractor shall not use, distribute or otherwise circulate any of the materials developed pursuant to this Agreement and for which Contractor was compensated by the County without the express written permission of the Director.

X. APPLICABLE LAWS

A. In the performance of the services required by this Agreement, Contractor shall comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives and laws. This Agreement is also subject to any additional restrictions or conditions that may be imposed upon the County by the Federal or State government.

B. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California. Contractor waives any removal rights it might have under State or Federal law.

XI. NON-DISCRIMINATION IN SERVICES AND BENEFITS

Contractor certifies that any service provided pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by the County Board of Supervisors or the County Administrative Officer. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.

XII. CONTRACTOR'S RESPONSIBILITIES

A. Contractor shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement.

B. With the exception that this section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the public policy of the State of California, Contractor shall indemnify, defend and hold harmless the County of Yolo, officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorney fees) and liability of any kind or nature arising out of or resulting from performance of the work, provided that any such claim, damage, demand, loss, cost, expense or liability is caused in whole or in part by any negligent or intentional act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Contractor and/or Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law. The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement.

XIII. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.

1. Minimum Coverages (as applicable). Insurance coverage shall be with limits not less than the following:

a. **Comprehensive General Liability** – \$1,000,000/occurrence and \$2,000,000/aggregate

b. **Automobile Liability** – \$1,000,000/occurrence (general) and \$500,000/occurrence (property) (include coverage for Hired and Non-owned vehicles)

c. **Professional Liability/Malpractice/Errors and Omissions** – \$1,000,000/occurrence and \$3,000,000/aggregate

d. **Workers' Compensation** – Statutory Limits/**Employers' Liability** - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

2. The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

a. The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the County's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

b. The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County's own Insurance or self-insurance shall be called upon to protect it as a named insured.

3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.

4. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.

6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Director (ten (10) days for delinquent insurance premium payments).

7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A, unless otherwise approved by the County Risk Manager.

8. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

9. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.

10. The Contractor shall waive all rights of subrogation against the County, its officers, employees, agents and volunteers.

B. Prior to commencing services pursuant to this Agreement, Contractor shall furnish the County with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

C. During the term of this Agreement, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

D. Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The Contractor shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and Contractor will provide proof of compliance to the County of Yolo.

E. Contractor shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following

the completion of this project. In the event contractor fails to obtain or maintain completed operations coverage as required by this agreement, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

XIV. WORKERS' COMPENSATION

Contractor shall provide workers' compensation coverage as required by State law, and prior to commencing services pursuant to this Agreement shall file the following statement with the County in a form substantially as set forth below.

WORKERS' COMPENSATION CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing any services required by this Agreement.

The person executing this certificate on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to do so on behalf of Contractor, both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

XV. NOTICE

A. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Contractor at their respective addresses as follows:

Contractor: ProDocumentSolutions dba: ProVoteSolutions
Attn: Paul Mantey
90 W. Poplar Ave
Porterville, Ca 93257
Phone: 559-719-1281
Email: paulm@provot1.com

County: Yolo County Elections
Attn: Armando Salud
625 Court St. B-05
Woodland, CA 95695
Phone: 530-666-8126
Email: Elections.Management@yolocounty.gov

B. Any party may change the address to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

C. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using facsimile machines, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

XVI. CONFLICT OF INTEREST

A. Contractor shall comply with the laws and regulations of the State of California and County regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100 including regulations promulgated by the California Fair Political Practices Commission.

B. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Contractor's obligations and responsibilities hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed. This covenant shall remain in force until Contractor completes performance of the services required of it under this Agreement.

C. Contractor agrees that if any fact comes to its attention that raises any question as to the applicability of any conflict of interest law or regulation, Contractor will immediately inform the County and provide all information needed for resolution of the question.

XVII. COVENANT AGAINST CONTINGENT FEES

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this agreement. For breach or violation of this warranty, the County shall have the right to annul this agreement without liability, or in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

XVIII. AUDITS

A. Contractor shall be subject to examination and audit by the State or the County, or both, throughout the term of this Agreement and thereafter for a period of three years from the date that final payment is made pursuant to this Agreement. This does not preclude access to records by County, State, the Comptroller General of the United States, or any of their authorized representatives, as otherwise provided by this Agreement, the State

contract, or State or Federal laws and regulations. Contractor agrees that County and/or State has the right to review, obtain, and copy all records pertaining to the performance of this Agreement, and agrees to provide County and/or State with any and all relevant information requested.

B. Any and all books, records, and facilities maintained by Contractor related to services provided under this Agreement may be audited, inspected and copied at any time during normal business hours. Unannounced visits may be made at the discretion of the County or State. Employees who might reasonably have information related to such records may be interviewed. All expenditures of State and federal funds furnished to Contractor pursuant to this Agreement are subject to audit by County, State and/or Federal representatives. Such audits shall consider and build upon external independent audits performed pursuant to audit requirements of the Office of Management and Budget (OMB) Circular A-133 as described in Paragraph C below.

C. Should Contractor expend \$500,000 or more in Federal funds during any fiscal year, Contractor shall furnish County a certified copy of an Audit Report from an independent CPA firm covering the Contractor's preceding fiscal year of January 1 through December 31. This Audit shall be performed in accordance with OMB Circular A-133 and conducted in accordance with generally accepted government auditing standards as described in Government Auditing Standards (1994 Revision), and provided in a form satisfactory to the Director.

Contractor shall provide this Audit Report no later than July 31 of each year. In the event that this Agreement expires or is terminated on a date other than December 31, Contractor shall provide County such an Audit Report covering the preceding period of January 1 through the date of expiration or termination no later than July 31 after the date of expiration or termination. Contractor shall ensure that audit work papers supporting the report are retained for a period of three (3) years from the date of the audit report, and longer if notified by the State or County to extend the retention period, and are made available to the State and/or County upon request.

D. Should an Audit Report or any State or County audit determine that Contractor has misspent funds and been overpaid based on the requirements of this Agreement and applicable laws and regulations, County shall demand repayment from Contractor in the amount of such audit findings and withhold any payment otherwise due under this Agreement until Contractor repays such amount. Contractor shall repay County such amount within sixty (60) days of the date of the County's demand for repayment. Should Contractor fail to repay County within sixty (60) days of the date of County's demand for repayment, the County may offset the amount due from Contractor against any amounts that would otherwise be due from the County to Contractor pursuant to this Agreement or any other agreement or source.

E. Any failure or refusal by Contractor to permit access to any facilities, books, records or other information required to be provided to the State &/or the County by this

Agreement &/or the State contract shall constitute an express and immediate breach of this Agreement.

XIX. ASSIGNMENT AND SUBCONTRACTS

The services and obligations required of Contractor under this Agreement are not assignable in whole or in part. In addition, Contractor shall not subcontract any portion of the services required of Contractor by this Agreement without the express written consent of the Director. If any portion of the services required of Contractor are subcontracted, the subcontractor(s) shall maintain the same insurance as required of Contractor by this Agreement and Contractor shall be fully responsible to the County for all work undertaken by subcontractors.

XX. STATUS OF CONTRACTOR

A. It is understood and agreed by all the parties hereto that Contractor is an independent contractor and that no relationship of employer-employee exists between the County and Contractor. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of the County. Contractor hereby indemnifies and holds the County harmless from any and all claims that may be made against the County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement.

B. It is further understood and agreed by all the parties hereto that neither Contractor nor Contractor's assigned personnel shall have any right to act on behalf of the County in any capacity whatsoever as an agent or to bind the County to any obligation whatsoever.

C. It is further understood and agreed by all the parties hereto that Contractor must issue any and all forms required by Federal and State laws for income and employment tax purposes, including W-2 and 941 forms, for all of Contractor's assigned personnel.

XXI. AMENDMENT

This Agreement may be amended only by written instrument signed by the County and Contractor.

XXII. WAIVER

The waiver by the County or any of its officers, agents or employees or the failure of the County or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

XXIII. AUTHORIZED REPRESENTATIVE

The person executing this Agreement on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Contractor and to bind Contractor to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

XXIV. PUBLIC RECORDS ACT

Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

XXV. ADDITIONAL PROVISIONS

A. Where there is a doubt as to whether a provision of this document is a covenant or a condition, the provision shall carry the legal effect of both. Should the County choose to excuse any given failure of Contractor to meet any given condition, covenant or obligation (whether precedent or subsequent), that decision will not be, or have the legal effect of, a waiver of the legal effect in subsequent circumstances of either that condition, covenant or obligation or any other found in this document. All conditions, covenants and obligations continue to apply no matter how often County may choose to excuse a failure to perform them.

B. Except where specifically stated otherwise in this document, the promises in this document benefit the County and Contractor only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other persons (including corporate) which might be affected by the performance or non-performance of this Agreement, nor do the parties hereto intend to convey to anyone any “legitimate claim of entitlement” with the meaning and rights that phrase has been given by case law.

1. By signing this agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

b. Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by

a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph 2(b) herein;

d. Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default;

e. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State; and

f. Will included a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

2. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the County program funding this Agreement, and the County shall have the option of terminating this Agreement immediately or at any time thereafter, upon giving Contractor written notice of such termination, if the explanation is not found satisfactory by the County in its sole discretion.

3. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

4. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the County may terminate this Agreement at any time upon giving Contractor written notice of such termination.

XXVI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the County and Contractor and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.


IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

CONTRACTOR

By , PRESIDENT
PRO VOTE SOLUTIONS

COUNTY OF YOLO

Lucas Frerichs, Chair
Board of Supervisors


Jesse Salinas
Assessor/Clerk-Recorder/Registrar of Voters

Attest:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By: _____
Deputy (Seal)

Approved as to Form:
Philip J. Pogledich, County Counsel

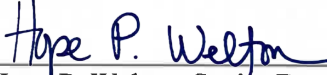
By: 
Hope P. Welton, Senior Deputy

EXHIBIT A: Scope of Work

1. Scope of Work

- a. Provide comprehensive election ballot printing of Hart InterCivic Ballots (Official ballots, pre-marked test decks, facsimile ballots, and ballot stock) with variable data to be printed on the ballot as specified by County.
- b. Print and deliver to the County as needed, ancillary materials, including outgoing and return ballot envelopes, , “I Voted” sticker inserts, facsimile ballot inserts, provisional and conditional envelopes,
- c. Provide initial Vote by Mail ("VBM"), facsimile ballot, and supplemental VBM mailings. This includes folding, addressing, presorting to minimize postage cost; inserting ballots, information inserts, I Voted” sticker inserts, facsimile ballot inserts, return envelopes and other election materials into outgoing envelopes; and delivering to the Post Office.
- d. Prepare ballot stock for distribution to vote centers and deliver to County.
- e. Print and mail and/or deliver to county as needed VCA (Voters Choice Act) mailers, No Party Preference mailers (presidential primary only), Residency Confirmation cards, 8d2/2225(b) postcards, Voter Notification Cards and other materials as requested by Yolo County or required by the State of California.
- f. Provide PDF copies of ballots, envelopes and web books and other PDF’s as requested by the county.
- g. Prepare and mail supplemental VBM mailings within the 29-day period before Election Day.
- h. Provide full-service publication of the County Voter Information Guides - provide printing, stitching addressing and mailing services of Voter Information Guides, including translation services for Spanish, Chinese, Korean, Punjabi and Russian. Translation charges will be added to invoice to county. Additional languages may be added based on need of the county or California State regulations. Provide PDFs and hard copies as requested by County. Use the “legal restraint” method for Move Update Compliance as provided by Secretary of State.
- i. Provide mailing services for Supplemental Voter Information Guides. It is understood that extra Voter Information Guides will be ordered and produced with the main printing order to cover supplemental mailings.

2. Requirements

- a. Authorized Representatives. The County shall designate employees as authorized representatives who will be responsible for coordinating printing, approving proofs, providing authorization to print, and coordinating mailing and deliveries. The Contractor shall act only on instruction from one of these designated persons. The Contractor will likewise designate authorized representatives who will be responsible for coordinating printing and mailing under this Contract. All

references to the County in this Contract include the County Elections Department and the designated authorized representatives.

- b. Access to the Contractor's facility by County Employees. Representatives of the County will be given full access to the Contractor's premises at any time (day or night) when work is being performed for the County. If subcontracting is approved, the Contractor will inform the subcontractor of the access privileges of authorized County representatives. Space will also be made available on-site for County proofreader, if required by the County.
- c. On-Site Inspection. The County may have an on-site inspector/expediter at the Contractor's printing and mailing facility for two to fifteen (2-15) days during production for each election. Travel and lodging expenses for County representatives will be the responsibility of the County.

3. Schedule

- a. Prior to each election, the County and Contractor shall establish a calendar that sets forth deadlines for both County and Contractor performance. Performance ahead of schedule is desirable unless Contractor is given notice that it is not acceptable.
- b. Delays or extensions will only be granted with prior written approval from County. County reserves the right to set ballot type/precinct priorities for printing, packaging, delivery, and mailing to ensure timely processing.

4. Delivery and Shipping

Shipping. It is Contractor's responsibility to furnish all transportation required to meet the schedule in Section 3. Contractor shall ensure the security of ballots and other elections materials that is not less than security used by commercial bonded movers. Shipping costs are reimbursable by County. Shipping costs will be reimbursed at ground transport rates unless alternate shipping is pre-approved by County. County will not pay delivery charges for late materials or contractor-cause reprints.

5. Typesetting, Composition and Proof Cycle

- a. All activities will be performed according to the schedule established in section 3. Ballot proofs, as either single or multi-page PDF documents, shall be delivered by Contractor to County. County will verify proofs for accuracy and approve or disapprove in writing (email is acceptable). Contractor will resubmit revised proofs for approval. Delivery of proofs shall be at no cost to County.
 - i. County will review proofs and approve or disapprove each proof, in writing (email is acceptable). Contractor will resubmit revised proofs or page proofs for approval. If minor alterations are required for approval

- of revised proofs or page proofs, they must be made at no cost to the County.
- ii. County will assume responsibility for reproofing only the areas needing correction and will not reproof an entire page. The Contractor will assume responsibility for previously proofed text.
 - iii. If changes are made to the variable data or if new images are provided by County, County shall assume responsibility for reproofing entire page.
 - iv. Contractor shall not begin printing and deliveries of a ballot type until proofs have been approved by County in writing (email is acceptable).
 - v. All corrections that are necessary due to Contractor error, regardless of where in the cycle the error occurred, will be made at no cost to County.

6. Reprints and Additional Ballots

- a. County may order reprinting and/or additional ballots or ballot stock at any time. County shall confirm order for such printing, in writing (email is acceptable). The reprinting and delivery schedule of rejected or additional ballots shall be set by the County.
- b. Reprinting from a contractor-caused problem shall be solely at Contractor's cost, including delivery.
- c. Additional ballots or reprinting from a county-caused problem shall be invoiced at the price set forth in the bid. Extraordinary costs resulting from a county-caused problem shall be agree to, in writing, prior to reprinting.
- d. Contractor shall keep all files until 30 days after the election to ensure availability if reruns are required.

7. Test Decks

Pre-marked Test decks, as specified by County, are to be delivered to County for logic and accuracy testing, following approval of ballot proofs in accordance with the schedule in section 3.

8. Readdressing and Re-mailing

- a. Readdressing and re-mailing of a portion of the ballots (such as a specific ballot type/precinct, or a specific political party within a ballot type/precinct that were reprinted due to change or error) may be ordered by the County at any time. Contractor shall begin addressing and mailing within agreed-to-timelines. Orders for such services shall be confirmed, in writing (email is acceptable), by the County.
- b. Readdressing and re-mailing from a contractor-caused problem shall be solely at Contractor's cost, including delivery and postage.

- c. Readdressing and re-mailing from a county-caused problem shall be invoiced separately at the price set forth in price list; extraordinary costs resulting from a county-caused problem shall be agreed to, in writing (email is acceptable), prior to readdressing and re-mailing.

9. Authorized Delay

Under unusual circumstances, such as, but not limited to, a court injunction, it may become necessary for County to request Contractor to delay or stop printing certain materials. Such request may be made by telephone by an authorized representative of County and confirmed, in writing (email is acceptable), as soon as possible. In the event of an authorized delay, County shall notify Contractor of a revised schedule.

10. Stock

- a. It shall be Contractor's responsibility to acquire, in a timely manner, paper stock of the type, size, weight and colors specified to meet requirements of the State of California Elections Code, the Secretary of State, the County, and specifications and requirements for reading by the Hart InterCivic scanning software.
- b. Sample of stock printed as test ballots to be furnished by Contractor for approval by the County. Contractor shall notify the County, in writing prior to changing paper stock. No Change in paper stock during the printing for an election will be permitted unless agreed to by the County.
- c. County shall provide to the Contractor a stock of envelopes, with the County's return address preprinted in the top left corner, for mailing of facsimile ballots.

11. Storage

Contractor shall securely store all election and ballot material prior to processing. Security shall be provided commensurate with that used by commercial bonded storage facilities and in accordance with current California Elections Code and California Secretary of State Regulations.

12. Quantities

- a. County will specify ballot quantities, in writing, at the time of or before authorization to print.
- b. Ballot types/precincts and quantities shall be determined by County pursuant to the schedule established in Section 3.

13. Quantity Received

Quantities delivered must be the same as quantities ordered. Quantity of printed ballots must be preapproved by the California Secretary of State via "Request for Ballot Card Release" form.

14. Acceptance

Contractor must provide a packing slip detailing the specific quantities shipped, including the quantity of pallets and boxes. Contractor must replace all quantities rejected at no cost to the County, including delivery. Replacement and delivery shall begin no later than specified in the schedule established in Section 3. Quality control is the responsibility of Contractor. Upon delivery, a signature is required for acceptance of printed materials.

15. Barcoding Mail Packages

Contractor will use unique IMB barcodes for all addresses whenever possible. Contractor will be responsible for updating the registered voters' address file with the USPS/BallotTrax and will use postal service-approved CASS certified software.

16. Billing

Quantities invoiced must be the same as quantities ordered and delivered. Invoices must include the name of the contractor, remit to address, a detailed list of items/services rendered, line-item details of cost per item/lot of items, and a total cost. Invoices must be submitted no later than 30 days following delivery/ mailing or 10 days following the election, whichever is earlier.

17. Specifications

- a. All ballots must meet the:
 - i. Requirements of Federal Election law, the California Elections Code, the California Secretary of State, and the County.
 - ii. Specifications and requirements for reading by the Hart InterCivic scanning software or other ballot tabulation system in use by the County.

18. Size

All ballots must be 8-1/2" x 11", 8-1/2" x 14", 8-1/2 x 17", or additional lengths (at agreed to pricing) at County's option, to be specified at time of initial order for each election.

19. Printing

All Ballots must be on specified tinted and watermarked ballot stock, printed on both sides. In partisan election, multiple colored ballot headers may be used and must be watermarked, and screen tinted to match specified ballot colors.

20. Duplexing

Ballots are to be printed on both sides. Automated duplexing is preferred to ensure proper matching. If Contractor does not utilize automated duplexing, County must be notified of and approve the quality control measure in place to ensure correct matching of front and back images prior to commencement of printing.

21. Scoring and Padding

Contractor shall score and fold for inserting into envelopes VBM and Supplemental VBM Ballots, with the information at the top of the ballot facing out.

22. Inserting & Mailing

- a. Mailing. The County will send an electronic voter file to the Contractor following the 60-day close of registration and a supplemental file 35 days before the election, all to be mailed 29 days before the election. All active voters will be designated on the file. At County option, Contractor will prepare and mail VBM ballot packets to voters during the VBM period from E-29 to E-7.
- b. Inserting. Contractor shall fold and insert into envelopes printed by Contractor VBM Ballots. Inserting to include a return envelope, and other material if requested by the County.
- c. Addressing. Format and content of information to be printed on the envelope will be approved by County prior to printing any envelopes. Envelope printing file must be presorted and meet the requirements set forth by the United States Post Office to minimize postage costs to County as well as 3 of 9 barcodes in the appropriate locations on return envelope to be scanned. Software must, at a minimum, sort and group the envelopes by party, precinct, and ballot style. Software must print a CASS mailing report for delivery to the post office.
- d. Presorting. Contractor shall barcode VBM Ballots using postal service approved software to minimize mailing costs.
- e. Mailing. Contractor shall securely deliver Ballots to the USPS Distribution Center in West Sacramento California, for mailing 29 calendar days prior to the election. West Sacramento Post Office deliveries are the responsibilities of Contractor. Costs of shipping to the Post Office or County Elections Department are reimbursable by the County. Shipping costs will be reimbursed at ground transport rates unless alternate shipping is pre-approved by County. Supplemental VBM mailings will be delivered to the USPS Post Office in Porterville, CA.

- f. County Elections Department will supply Voter Information Guide mailing data 54 days prior to election and as needed for supplemental mailings. First mailing may begin 40 calendar days prior to the election.
- g. All freight charges for elections materials delivered to the Elections Department will be the responsibility of the County.

23. Packaging

- a. Ballot stock shall be in one or more boxes appropriate to the size of the ballot, with no more than the agreed upon number of ballots per box. All boxes will be sealed in a fashion so as to determine if the seal has been tampered with during shipping. All boxes will be labeled on the outside with the serial numbers (e.g., From - To). If these boxes are shipped in another carton, that carton, is to be sealed, as above, and labeled with the serial numbers of the boxes contained therein. Ballot stock shall be placed in pallets and delivered in order specified by County.
- b. County Voter Information Guides for each ballot type shall be boxed together, including all languages and parties, in as few boxes as possible. County Voter Information Guides shall be placed in pallets and delivered in ballot type order or other order specified by County.
- c. All mailed materials shall be packaged in a manner that seeks to minimize cost to the County.

24. Delivery

- a. Ground transportation should be considered the normal method of delivery. If the Contractor chooses to ship via air transportation either as a matter of choice or in order to meet delivery deadlines, it shall be at no additional cost to the County.
- b. In the event of an emergency supplemental sample ballot order, or if it is determined that the County is responsible for a delay that would cause the Contractor to be unable to meet delivery deadlines by normal ground transportation, the County or an authorized representative may authorize the use of air transportation. Charges for such air transportation will reflect the difference between ground shipment and airfreight charges incurred. Such authorization will be by phone and confirmed in writing within seven days.
- c. Deliveries to the County shall be between 8:00 a.m. and 5:00 p.m. on weekdays unless scheduled otherwise. It is the Contractor's responsibility to furnish all transportation required to meet the schedule in Section 3.

25. Ancillary Printing

County reserves the right to have ancillary items, not specified in this scope of work, printed on an item-by-item basis. County reserves the right to obtain these materials from an alternate source regardless of contract award.

- a. Additional inserts for inclusion in VBM Ballot mailings may be required and may be produced by Contractor at County's direction.

EXHIBIT B: Pricing List



90 West Poplar Avenue, Porterville, CA 93257

Phone 559 719-2136

Fax 559 719-2111

Price List For June 2024/2025

BILL TO: YOLO COUNTY
625 COURT STREET SUITE B-05
WOODLAND CA 95695
ATT: ARMANDO SALUD /DEPUTY OF
ELECTIONS

OFFICIAL HART BALLOTS

Election Setup	@	\$450.00 /Lot
Printing Official Ballots - 8 1/2 X 11	@	\$270.00 /per thousand
Printing Official Ballots - 8 1/2 X 14	@	\$282.00 /per thousand
Printing Official Ballots - 8 1/2 X 17	@	\$286.00 /per thousand
Blank Ballot Stock with tint/watermark	@	\$200.00 /per thousand

PREMARKED TEST DECKS

8 1/2 X 11	@	\$0.35 /ea
8 1/2 X 14	@	\$0.39 /ea
8 1/2 X 17	@	\$0.42 /ea

INSERTING AND ADDRESSING SERVICES

Data Processing and Set Up	@	\$499.00 /ea
Machine Setup	@	\$14.00 /ea BT
1 Card	@	\$270.00 /per thousand
2 Cards	@	\$399.00 /per thousand
3 Cards	@	\$486.00 /per thousand
4 Cards	@	\$586.00 /per thousand
Ballot Track	@	\$43.00 /per thousand

SUPPLEMENTAL MAILING

Data Processing and Set Up	@	\$499.00 /ea
1 Card	@	\$270.00 /per thousand
2 Cards	@	\$399.00 /per thousand
3 Cards	@	\$486.00 /per thousand
4 Cards	@	\$586.00 /per thousand
Ballot Track	@	\$43.00 /per thousand

INSTRUCTION SHEETS

Instruction sheet with I VOTED sticker	@	\$79.00 /per thousand
Facsimile Instruction Sheet	@	\$650.00 /minimum price for quantities under 10,000

ENVELOPES*

Outgoing Non Profit with Indicia	@	\$82.20 /per thousand	\$0.00
Outgoing Non Profit No Indicia	@	\$82.20 /per thousand	\$0.00
Outgoing UOCAVA	@	\$82.20 /per thousand	\$0.00
Return Brown Vote By Mail	@	\$71.50 /per thousand	\$0.00
Return 7 Day	@	\$71.50 /per thousand	\$0.00
Return Replacement	@	\$71.50 /per thousand	\$0.00
Return UOCAVA	@	\$71.50 /per thousand	\$0.00
Pink Provisional	@	\$664.67 /per thousand	\$0.00
Yellow Conditional	@	\$664.67 /per thousand	\$0.00

VBM PULLS

Pulls of VBM packets

@

\$3.00 /each

* Envelope prices based on large election. Small elections will be priced accordingly

* Postcards can not be priced due to large variation of cost due to size and quantity ordered. Postcards pricing will be quoted and approved by Yolo County before each order. Postcards include but are not limited to 8d2, 2225(b), No Party Preference, Residency Confirmation, Voter Notification, and Voter Choice Act.



90 West Poplar Avenue, Porterville, CA 93257

Phone 559 719-2136

Fax 559 719-2111

PRICE LIST

BILL TO: Yolo County
 625 Court Street Room 103
 Woodland, CA 95695
 ATT: Armando Salud- Deputy of Elections

2024/2025

County Voter Information Guides (CVIG)

Election Setup-Covers	@	\$950.00 /Lot
Election Setup- B/W Covers	@	\$700.00 /ea
Ballot Type Changes	@	\$100.00 /ea
Sample Ballot Page Setup	@	\$102.00 /ea
Measure Text Page typeset (min 1 page per Measure)	@	\$102.00 /ea
Candidate Statement Page Typeset (Min 1 page per statement or other page)	@	\$102.00 /ea
Misc Pages	@	\$102.00 /ea

Electronic Copy Input, Customer supplied art

per page Page Measure / Candidate/other (Min 1 page each)	@	\$53.00 /ea
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Booklet Run Charges, Includes cover

6 Page (3 Part)	@	\$179.39 /per thousand
8 Page (4 Part)	@	\$216.41 /per thousand
10 Page (5 Part)	@	\$254.15 /per thousand
12 Page (6 Part)	@	\$294.36 /per thousand
14 Page (7 Part)	@	\$334.54 /per thousand
16 Page (8 Part)	@	\$375.09 /per thousand
18 Page (9 Part)	@	\$414.79 /per thousand
20 Page (10 Part)	@	\$454.96 /per thousand
22 Page (11 Part)	@	\$504.56 /per thousand
24 Page (12 Part)	@	\$545.43 /per thousand
26 Page (13 Part)	@	\$588.71 /per thousand
28 Page (14 Part)	@	\$636.22 /per thousand
30 Page (15 Part)	@	\$685.66 /per thousand
32 Page (16 Part)	@	\$723.91 /per thousand
34 Page (17 Part)	@	\$745.31 /per thousand
36 Page (18 Part)	@	\$774.68 /per thousand
38 Page (19 Part)	@	\$817.69 /per thousand
40 Page (20 Part)	@	\$860.76 /per thousand
44 Page (22 Part)	@	\$946.88 /per thousand
48 Page (24 Part)	@	\$1,032.96 /per thousand

INK JET ADDRESSING/MAILING SERVICES

Data Processing & Setup Charge	@	\$337.00 /Lot
Pieces Inkjet Address/Mailing	@	\$56.00 /per thousand

***SUPPLEMENTAL INK JET ADDRESSING/MAILING SERVICES**

Data Processing & Setup Charge	@	\$400.00 /Lot
Pieces Inkjet Address/Mailing	@	\$100.00 /per thousand

* based on addressing services only. Extra books for supplemental mailings must be ordered with main initial book order.

* Translations costs will be added to invoice. Spanish, Chinese, Korean, Punjabi, Russian

Books larger than 48 pages will be \$21.52 per page