

ADAMS COUNTY, COLORADO
BALLOT PRINTING AGREEMENT WITH ELECTION SYSTEMS & SOFTWARE
2012 PRIMARY AND COORDINATED GENERAL ELECTIONS

THIS BALLOT PRINTING AGREEMENT ("Agreement") is made this 2nd day of April, 2012, by and between the Adams County Board of County Commissioners, on behalf of the Adams County Clerk and Recorder, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Election Systems & Software, located at 11208 John Gait Blvd., Omaha, NE 68137, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties."

The County and the Contractor, for the consideration herein set forth, agree as follows:

SECTION I - SERVICES OF THE CONTRACTOR

The Contractor shall provide the products and services set forth in the 2012 Election Proposal which is attached hereto as Exhibit "A," and is fully incorporated herein by this reference. The Contractor will provide the products and services specified in Exhibit A in a timely and accurate manner so as not to impede the Adams County Clerk and Recorder ("Clerk and Recorder") from conducting the June 26, 2012 Primary Election or the November 6, 2012 coordinated general election according to Colorado law. Per C.R.S. 1-5-402(1), ballots are to be in the hands of the Clerk and Recorder by no later than May 25, 2012, for the primary election and by no later than October 5, 2012 for the general election. The Clerk and Recorder, or her designee, may approve modifications to the scope of services described in Exhibit A, so long as such modifications are within the general scope of services described therein and are determined by the Clerk and Recorder to be in the best interests of the County. In addition to the products and services set forth in Exhibit A, Contractor will also provide test ballots, as mutually agreed by the parties, by no later than **May 11, 2012** for the primary election and **September 24, 2012** for the coordinated general election.

The Contractor shall perform its services in an expeditious manner in accordance with a mutually agreed upon schedule developed by the County and the Contractor, which schedule shall be evidenced in writing, signed by the Clerk and Recorder and the Contractor, and, upon such signing, shall be fully incorporated herein.

All spoilage resulting from the printing of materials for the County under this agreement is to be returned to the Clerk and Recorder in a manner agreed to by the Clerk and Recorder and the Contractor.

SECTION II: COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08

Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- A. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- B. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- C. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- D. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- E. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- F. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- G. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- H. If Contractor violates this Section II of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

SECTION III - RESPONSIBILITIES OF THE COUNTY

The County shall provide information as necessary or requested by the Contractor, pursuant to the service schedule, to enable the Contractor's performance under this Agreement.

SECTION IV - TERM

The term of this Agreement shall be from the date first stated above until the date on which all services to be performed by the Contractor are completed or by November 28, 2012, whichever occurs sooner.

SECTION V - PAYMENT AND FEE SCHEDULE

The County shall pay the Contractor for products and services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sums specified for the products and services in Exhibit A.

The unit prices stated in Exhibit A shall apply for services provided by the Contractor under this Agreement.

A. Invoices

The Contractor shall submit an invoice within thirty (30) days after completion of all services. The Contractor shall provide itemized documentation supporting all amounts invoiced. The County shall pay the amounts invoiced within thirty (30) days of the receipt of the invoice.

B. Fund Availability

Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

SECTION VI - INDEPENDENT CONTRACTOR

In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for its acts and the acts of its employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance and unemployment compensation insurance as required under Colorado law. Pursuant to the Workers' Compensation Act, § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The

Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.

SECTION VII - NONDISCRIMINATION

The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.

SECTION VIII - INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement.

SECTION IX – INSURANCE

The Contractor agrees to maintain insurance of the following types and amounts:

Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

Bodily Injury/Property Damage	\$1,000,000 (each accident)
Personal Injury Protection	As Required by Colorado Statutes

Workers' Compensation Insurance: As Required by Colorado Statutes

Unemployment Compensation Insurance: As Required by Colorado Statutes

The Contractor's commercial general liability insurance policy and/or certificate of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:

1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the Parties that the insurance policies so affected shall protect

both Parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.

2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.
3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice to the County by certified mail, return receipt requested.

All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage or policies required herein.

Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

SECTION X - TERMINATION

This Agreement may be terminated by either party only for cause and not for convenience. If either party fails to fulfill its obligations under this Agreement in a timely and proper manner, or violates any of the covenants, conditions, or stipulations of this Agreement, the other party shall have thereupon the right to terminate this Agreement. Prior to terminating the Agreement, the non-breaching party must first give notice in writing to the other party of the alleged breach, and allow that party two (2) business days in which to cure the alleged breach. If the alleged breach is not cured within two (2) business days, the non-breaching party shall have the right to immediately terminate this Agreement by giving written notice to the other party specifying the effective date thereof. This provision is not intended to limit any remedies either party may have under law or equity.

SECTION XI - MUTUAL UNDERSTANDINGS

A. Jurisdiction and Venue

The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The Parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with the 17th Judicial District, Colorado.

B. Compliance with Laws

During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The Parties hereto aver that they are familiar with § 18-8-301, *et seq.*, C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, *et seq.*, C.R.S. (Abuse of Public Office), as amended, and that no violations of such provisions are present.

C. Record Retention

The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, or county personnel.

D. Assignability

Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.

E. Waiver

Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

F. Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.

G. Notice

Any notices given under this Agreement are deemed to have been received and to be effective: (1) two (2) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a facsimile was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

For the County:

Karen Long, Adams County Clerk and Recorder
4430 South Adams County Parkway
Brighton, CO 80601
Phone: 720.523.6025
Facsimile: 720.523.6009

And

Adams County Attorney's Office
4430 South Adams County Parkway
Brighton, CO 80601
Phone: 720.523.6116
Facsimile: 720.523.6114

For the Contractor:

Election Systems & Software
11208 John Gait Blvd.
Omaha, NE 68137
Phone: 800.247.8683
Fax: 402.970.1291
jbwagoner@essvote.com

H. Integration of Understanding

This Agreement contains the entire understanding of the Parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the Parties hereto.

I. Paragraph Headings

Paragraph headings are inserted for the convenience of reference only.

J. Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

K. Parties Interested Herein

Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or to give to, any person other than the Parties, any right, remedy, or claim under or by reason of this Agreement or any covenant, terms, conditions, or provisions hereof. All covenants, terms, conditions, and provisions in this Agreement by and on behalf of the County and the Contractor shall be for the sole and exclusive benefit of the County and the Contractor.

L. Severability

If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

M. Authorization

Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

IN WITNESS WHEREOF, the Parties hereto have caused their names to be affixed.

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

[Signature]
Chairman

4-2-12
Date

ATTEST:
KAREN LONG
CLERK AND RECORDER

[Signature]
Deputy Clerk



Approved as to form:
[Signature]
Adams County Attorney's Office

KAREN LONG, CLERK AND RECORDER

[Signature]

4-6-12
Date

ELECTION SYSTEMS & SOFTWARE
CONTRACTOR

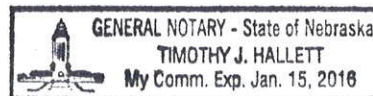
[Signature]
Name
VP of Finance
Title

March 26, 2012
Date

Signed and sworn to before me on this 26th day of March, 2012 by

[Signature]
[Signature]
Notary Public

My commission expires on: Jan. 15, 2016



CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et. seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

ELECTRA SYSTEMS SOFTWARE
Company Name

3/20/2012
Date

Richard Jablonski
Name (Print or Type)

Richard Jablonski
Signature

VP OF FINANCE
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering.



ADAMS COUNTY
COLORADO

**PROPOSAL SIGNATURE PAGE
2012.038 BALLOT, ENVELOPE AND
SECURITY SLEEVE PRINTING &
MAILING SERVICES**

VENDOR'S STATEMENT

I have read and fully understand all the special conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said special conditions as stated or implied. In consideration of the above statement, the following proposal is hereby submitted.

WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # 1 Addenda # _____ Addenda # _____

If None, Please write NONE.

Election Systems & Software
COMPANY NAME

2/21/2012
DATE

Corporation
TYPE OF ENTITY (CORPORATION,
GENERAL PARTNERSHIP, ETC.)

47-0617567
TAX IDENTIFICATION NUMBER

Delaware
STATE OF INCORPORATION,
IF APPLICABLE

11208 John Galt Blvd.
ADDRESS

Omaha, NE 68137
CITY, STATE, ZIP CODE

800-247-8683
TELEPHONE NUMBER

Douglas
COUNTY

Thomas E. Burt
SIGNATURE

Thomas E. Burt
PRINTED SIGNATURE
402-970-1291

Exec. VP & Chief Operating Officer
TITLE (Corporate Officer/Manager/General
or Registered Agent, or General or
Managing Partner)

Pricing

All prices quoted shall be firm and fixed for both the 2012 Primary and General Elections.

PROPOSAL ITEMS

ITEM #1: Part 1 – Printing flat ballots

Optical Scan Ballots – 8.5 X 11", 8.5 x 14", or 8.5 x 18" some with a perforated one inch tab at the top

Paper – 90# Text

Other: All criteria presented in the Premier Election Solutions Ballot Specification Guide (see attached)

Minimum - Maximum Quantity: 20,000 – 50,000 ballots* (approximations for information)

*Note: Each Ballot may consist of one or multiple cards depending on the amount of information included in the election. The Elections Office will provide the number of cards for each ballot style after ballot layout occurs.

Provide prices for each possible ballot size:

Note: The Elections Department will determine which size is needed when all information to be included on the ballot is submitted in early September.

Prices are based on groups of 1,000 ballots. If there are price breaks for large orders please indicate at what quantity the price breaks begin and what the price difference would be.

8.5 x 11" Ballot:

A. 1 card, 1 side,
Price per unit of 1,000: \$ 210.00

C. 2nd card, 1 side
Price per unit of 1,000: \$ 210.00

B. 1 card, 2 sides,
Price per unit of 1,000: \$ 210.00

D. 2nd card, 2 sides
Price per unit of 1,000: \$ 210.00

8.5 x 14" Ballot:

A. 1 card, 1 side,
Price per unit of 1,000 \$ 210.00

C. 2 card, 1 side
Price per unit of 1,000: \$ 210.00

B. 1 card, 2 sides,
Price per unit of 1,000: \$ 210.00

D. 2nd card, 2 sides
Price per unit of 1,000: \$ 210.00

8.5 x 18" Ballot

A.1 card, 1 side
Price per unit of 1,000: \$ 240.00

C. 2nd card, 1 side
Price per unit of 1,000: \$ 240.00

B.1 card, 2 sides
Price per unit of 1,000: \$ 240.00

D. 2nd card, 2 sides
Price per unit of 1,000: \$ 240.00

- E. Transportation (Handling) fees to have ballots delivered to Elections Office: \$ Waived
(Please include a breakdown of how these fees are derived, i.e. flat fee, per weight, etc.)
- F. Transportation (Handling) fees to have ballots delivered to the Denver General Mail Facility.
(Please include a breakdown of how these fees are derived, i.e. flat fee, per weight, etc.)
\$ Waived
- G. List any Additional Charges that may apply (and attach explanation): \$ 350.00 - setup fee for ballot processing

ITEM #2: Part 2 – Printing, Inserting and Mailing of Mail Ballot Packets

Optical Scan Ballots – 8.5 X 11", 8.5 x 14", or 8.5 x 18" with a perforated tab at the top

Paper – 90# Text - Ballots scored and folded for mailing packets

Other: All criteria presented in the Premier Election Solutions Ballot Specification Guide (see attached)

Minimum - Maximum Quantity: 175,000-250,000*

* Note: Each Ballot may consist of one or multiple cards depending on the amount of information included in the election. The Elections Department will provide the number of cards for each ballot style after ballot layout occurs. Provide prices for each possible ballot size.

Note: Pricing for the 11", 14", and 18" ballot is requested. The Elections Department will determine which size is needed when all information to be included on ballot is submitted in early September.

Prices are based on groups of 1,000 ballots. If there are price breaks for large orders please indicate at what quantity the price breaks begin and what the price difference would be.

8.5 x 11" Ballots:

A. 1 card, 1 side,
Price per unit of 1,000: \$ 210.00

C. 2nd card, 1 side,
Price per unit of 1,000: \$ 210.00

B. 1 card, 2 sides,
Price per unit of 1,000: \$ 210.00

D. 2nd card, 2 sides,
Price per unit of 1,000: \$ 210.00

8.5 x 14" Ballot:

A. 1 card, 1 side,
Price per unit of 1,000: \$ 210.00

C. 2nd card, 1 side,
Price per unit of 1,000: \$ 210.00

B. 1 card, 2 sides,
Price per unit of 1,000: \$ 210.00

D. 2nd card, 2 sides,
Price per unit of 1,000: \$ 210.00

8.5 x 18" Ballot:

A.1 card, 1 side,
Price per unit of 1,000: \$ 240.00

C. 2nd card, 1 side, ballots
Price per unit of 1,000: \$ 240.00

B.1 card, 2 sides,
Price per unit of 1,000: \$ 240.00

D. 2nd card, 2 sides, ballots
Price per unit of 1,000: \$ 240.00

Inserts/Envelopes:

A. Envelopes – Outer
Price per unit of 1,000: \$ 50.00

B. Envelopes – Outer (UOCAVA)
Price per unit of 1,000: \$ 80.00

C. Envelopes – Return (regular))
Price per unit of 1,000: \$ 60.00

D. Envelopes – Return (ID required)
Price per unit of 1,000 \$ 80.00

E. Envelopes – Return (UOCAVA)
Price per unit of 1,000 \$ 80.00

F. Secrecy Sleeves: Price per unit of 1,000: \$ 60.00 *(Price includes black text or one color highlight).*

G Collating/Inserting of Packets Cost: Price per unit of 1,000: \$ 280.00

H. Transportation (Handling) fees to Denver GMF (if applicable): \$ 3500.00

I. Transportation (Handling) fees to Elections Office (if applicable): \$ 1500.00

J. List any Additional Charges that may apply (and attach explanation): \$ 750.00 - Setup fee for Voter Processing

K. Total cost per complete ballot packet:

8.5 x 11(one card): \$0.69 8.5 x 11 (two cards): \$0.90

8.5 x 14 (one card): \$0.69 8.5 x 14 (two cards): \$0.90

8.5 x 18 (one card): \$0.72 8.5 x 18 (two cards): \$0.96

Note: scanned sample envelope images can be found as an attachment to this document.

DELIVERY CONSIDERATIONS

When a date is set for the delivery of merchandise or the performance of work, said merchandise must be delivered or work performed in accordance with the specifications or description herein contained on or before said date, or the order to the delinquent party may be cancelled and awarded to the next lowest and qualified company. In such case the County shall have the right to buy such articles at market prices for immediate delivery, and an excess in cost of same over price named herein is to be paid by the vendor under this contract, or deducted from any money due or hereafter coming to him.

ES&S RESPONSE

ES&S recognizes that time is of the essence when providing the services set forth in the RFP, and is committed to performing our obligations in accordance with the timetable agreed upon by the parties. However, it is possible that events beyond ES&S' control could cause delays and other problems in the performance of the services contemplated under the RFP. ES&S is willing to work with the County to develop remedies that meet the County's needs. In addition, ES&S agrees to work with the County to develop mutually agreeable alternatives in order to minimize the negative impact of any delay or other problem outside of ES&S' control. ES&S acknowledge the County's statement to secure goods and/or services from another source in the event ES&S is unable to meet its obligations under the RFP and resulting Contract ; however, this remedy should only be available to the County in the event ES&S is clearly unable to furnish the goods or services, and only after a proper notice and cure period have elapsed.

Exhibit A – Form of Agreement**SECTION VIII - INDEMNIFICATION**

The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

ES&S RESPONSE

ES&S generally agrees to the indemnification requirements of this Section VIII, to the extent that indemnification is required against claims or lawsuits due to the negligent or willful acts, errors or omissions of ES&S, its agents, employees, officers, directors, shareholders or subcontractors. ES&S shall have control over the defense of such claims and lawsuits, subject to the County's rights to participation and approval. ES&S anticipates that the County will remain responsible for any losses or damages caused by the negligent or willful acts, errors or omissions of itself, its agents, employees, officers, directors, subcontractors or other persons under its control. ES&S' standard policy is that our total liability to a customer is limited to the total amount to be paid by the customer under the contract. The foregoing limitation of liability shall not apply to claims for personal injury, property damage or intellectual property claims provided such claims are due to the negligent or willful acts, errors or omissions of ES&S, its agents, employees, officers, directors, shareholders or



subcontractors. Neither party should likewise be liable to the other for any indirect, incidental, punitive, special, exemplary or consequential damages arising out of or relating to the contract.

SECTION X - TERMINATION

A. For Cause

If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.

ES&S RESPONSE

It is ES&S' position that neither party to a contract have the ability to terminate a contract without cause, or without proper notice and a thirty (30) day cure period. It is ES&S' proposal that in the event a thirty (30) day cure period would have a material detrimental impact on the County's ability to process ballots and conduct elections in a satisfactory or timely manner, the parties mutually agree upon a shorter cure period which, if not met, would then enable the County to invoke the remedies of Section X.

Envelope / Insert Pricing

ES&S RESPONSE

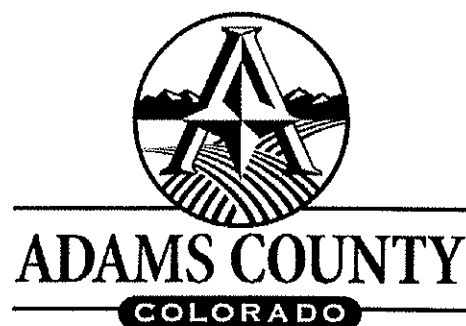
Envelope pricing is based off the "Minimum - Maximum Quantity: 175,000-250,000" outlined in the pricing document provided by the county. If a lower volume of any envelope type is ordered it may increase the cost per 1000. Likewise, ES&S reserves the right to charge the county less than the quoted price if volumes are higher than quantities listed.

REQUEST FOR PROPOSAL
**2012.038 BALLOT, ENVELOPE, SECRECY
SLEEVE PRINTING & MAILING
SERVICES**

Written questions are due no later than
February 17, 2012
Addenda will be posted on the Rocky Mountain
E-Procurement System

PROPOSAL OPENING

Date: **February 24, 2012**
Time: **3:00 p.m.**



The Adams County Board of County Commissioners and the Adams County Clerk and Recorder by and through its Purchasing Agent is accepting proposals for Ballot, Envelope, and Secrecy Sleeve Printing and Mailing services for the June 26, 2012 Mail Ballot Primary and the November 6, 2012 General Election.

All questions related to this RFP must be submitted in writing no later than **3:00 p.m. on February 17, 2011**. Questions must be submitted to lestrada@adcogov.org and adamspurchasing@adcogov.org.

An addendum answering the submitted questions will be issued no later than **February 21, 2012**. The addendum will be posted on the Rocky Mountain E-Procurement System web site.

Sealed proposals for this requirement will be received at the office of the Purchasing Agent, Adams County Government Center, 4430 S Adams County Parkway, Brighton, CO 80601, up to **3:00 P.M. on February 24, 2012**. The proposal opening time shall be according to our clock. Proposals will be publicly opened and read aloud at this time. Proposals may be mailed or delivered in person, but must be in a sealed envelope. No proposals will be accepted after the time and date established above, except by written addenda.

Issuance of this invitation does not commit Adams County to award any contract or to procure or contract for any equipment, materials or services.

SPECIAL INSTRUCTIONS

Four (4) copies of the proposal are required. If brochures or other supportive documents are requested, then it is required that 6 sets be submitted with your proposal.

All proposals must be signed by a duly authorized official of the proposing company.

Whenever addenda are required, they must be acknowledged in the proposal.

Proposals may not be withdrawn after the date and hour set for closing. Failure to enter contract or honor the purchase order within 10 days from the date of receipt of the formal contract will be cause for removal of offerors name from the Vendor's List for a period of twelve months from the date of this opening.

If a formal contract is required, the Proposer agrees and understands a Notice of Award does not constitute a contract or otherwise create a property interest of any nature until an Agreement is signed by the awardee and the Board of County Commissioners.

The awarded vendor will be required to sign the standard county agreement. See attached "Exhibit A" and obtain the additional insurance requirements as outlined in the attached "Exhibit B".

The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office.

The County assumes no responsibility for failure of any telephone equipment, either within its facilities or from outside causes.

The County assumes no responsibility for proposals being either opened early or improperly routed if the envelope is not clearly marked on the outside **2012.038 BALLOT, ENVELOPE AND SECRECY SLEEVE PRINTING & MAILING SERVICES.**

In the event of a situation severe enough to cause the Adams County Board of Commissioners to close Adams County Offices for any reason, the Purchasing Agent has the prerogative of rescheduling the bid opening time and date. No offeror will be considered above all other offerors by having met the opening time and date requirements to the exclusion of those who were unable to present their proposal due to a situation severe enough to cause the Commissioners to close the Adams County Offices.

Adams County is a tax exempt public agency. Proposals must be furnished exclusive of taxes and must contain a unit price for each item proposed. In case of error in extension of prices, the unit price will govern.

Vendors may be required to submit satisfactory evidence that they have a practical knowledge of ballot printing, the equipment, and the necessary financial resources to perform and complete the work outlined in the proposal.

No award will be made to any person, firm or corporation that is in arrears upon any obligation to the County.

If submitting a joint venture proposal involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the proposal. Proposer warrants the joint venture/partnership is authorized to conduct business within the State of Colorado.

If proposer is a corporation, proposer warrants the corporation is in good standing with the Colorado Secretary of State and authorized to conduct business within the State of Colorado.

The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all proposals including, but not limited to, any proposal which does not meet bonding requirements, or proposals which do not furnish the quality, or offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or proposals from offerors who lack experience or financial responsibility, or proposals which are not made to form. The County reserves the right not to award contracts to the lowest and most responsive offeror, and may require new proposals.

The Board of County Commissioners may rescind the award of any proposal within one week thereof or at its next regularly scheduled meeting, whichever is later, when the public interest will be served thereby.

Only sealed proposals received by the Purchasing Department will be accepted; proposals submitted by telephone, telegram, facsimile machines are not acceptable.

Adams County is an Equal Opportunity Employer.

Questions about this Request for Proposal shall be referred to Liz Estrada, Adams County Purchasing Agent, who may be reached at (720) 523-6052 or at lestrada@adcogov.org.

COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.

The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform

work under this public contract for services through participation in either the E-Verify Program or the Department Program.

The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

SCOPE OF WORK AND TECHNICAL REQUIREMENTS BALLOT PRINTING SERVICES

Background:

The Adams County Clerk and Recorder's Office is soliciting proposals for the purchase of printing and mailing ballots and related items for the June Mail Ballot Primary and November General Elections, 2012. Vendors shall provide pricing to include all supplies necessary to print ballots, envelopes, and other materials, including ink and all card stock. All ballots shall be prepared in accordance with the Premier Election Solution's "Ballot and Ballot Printing Specification Manual" and all Adams County specified packaging and delivery guidelines.

This proposal consists of four parts:

Part 1 – Printing of several types of envelopes. Return envelopes contain a privacy strip to mask the voter signature on the back of the envelope. Envelopes will become part of the "ballot packet". A "ballot packet" consists of an outgoing envelope, a ballot, a secrecy sleeve and a return envelope.

Part 2 – Printing of ballots must be accomplished by following specific guidelines found in the Premier Election Solution's "Ballot and Ballot Printing Specification Manual" included as part of this document.

Part 3 – Printing of Secrecy Sleeves containing voting instructions, on an 8^{1/2} by 11; 20 pound paper, which are then folded in half and tabbed on the short end of the bottom.

Part 4 – Inserting the documents listed above in an outgoing envelope. The prepared "ballot packets" will be sorted for optimal postage savings and delivered to the Denver General Mail Facility based on a specific delivery schedule. Proposal will not include postage, but will include any assembly, sorting, handling, transportation charges, and required USPS submission paperwork. Vendor must be able to generate Intelligent Mail Barcodes (IMB) on outgoing envelopes to claim automation prices. County will provide the Mailer ID to use within the IMB.

BALLOT INFORMATION:

There may be as many as 425-600 different ballot styles in the Primary Election and several hundred ballot styles in the General Election; each containing unique information. Regardless of the number of ballot styles (faces) needed for an election,

a separate postscript or PDF file will be supplied for each ballot style. The printer will be required to produce a certain quantity of finished ballots for each of the postscript or PDF's supplied. The quantity of ballots required for each style will vary by ballot style.

Ballot language content may vary depending on the amount of information included in the election. A "ballot" refers to the entire length of any given ballot style and may consist of a single card or multiple cards; each ballot card may be printed on one or both sides.

FLAT BALLOT PRINTING

The printing of flat ballots is required for the use by the Elections Department to test election equipment prior to the election and to use during the election in the duplication process. These ballots shall be packaged flat and delivered to the Adams County Elections Office located at 4430 S Adams County Parkway, Brighton, CO 80601. The ballot size (8.5 x 11 or 8.5 x 14 or 8.5 x 18) will be determined the week of May 1, 2012 for the Primary Election and the week of September 3, 2012 for the General Election. Pricing should be provided for each potential size. Further specifications are listed in the table below.

Verification ballots shall be produced first and delivered by the printer after the final postscript or PDF files have been received. Upon notification that the verification ballots are approved, test ballots will be printed immediately and delivered to the Elections Department by May 7, 2012 for the Primary Election and by September 13, 2012 for the General Election. After review and approval of the verification and test ballots by the Elections Department, vendor will be advised of any issues that need to be addressed before the printing of any additional ballots.

<p>Verification Ballots: two sets, each containing one ballot of each ballot style. VERIFICATION is printed in the upper right hand corner. No stub is required.</p>	<p>Finished Size: 8.5 x 11 or 8.5 x 14 or 8.5 x 18 Paper: 90 lb. Text Ink: Red ovals; black ink for all other content Other: must meet all criteria presented in the Premier Election Solutions Ballot Specification Guide included with this packet.</p>
<p>Test Ballots: 50 ballots per ballot style. Each ballot within each style is given a unique ballot sequence number. No stub is required. The following format should be used: T001 BS001 TEST Where T001 is the sequence</p>	<p>Finished Size: 8.5 x 11 or 8.5 x 14 or 8.5 X 18 Paper: 90 lb. Text Ink: Red ovals; black ink for all other content Packaging: boxes should be packed by ballot style with the lowest ballot style on top and the lowest sequence number on the top of each ballot style. There must be a clear delineation between ballot styles contained within a single package or box. Other: must meet all criteria presented in the Premier Election Solutions Ballot Specification</p>

number and BS is the ballot style.	Guide included with this packet.								
<p>Duplicating Ballots: Each ballot within each style is given a unique ballot sequence number which, along with other information is printed on the right hand side of the stub. The ballot will contain the ballot style and the word DUPE in the upper right hand corner. Example:</p> <table border="0"> <thead> <tr> <th><u>Stub</u></th> <th><u>Ballot</u></th> </tr> </thead> <tbody> <tr> <td>D001</td> <td></td> </tr> <tr> <td>BS001</td> <td>BS001</td> </tr> <tr> <td>DUPE</td> <td>DUPE</td> </tr> </tbody> </table>	<u>Stub</u>	<u>Ballot</u>	D001		BS001	BS001	DUPE	DUPE	<p>Size: 8.5 x 11 or 8.5 x 14 or 8.5 X 18 Paper: 90 lb. Text Ink: Red ovals; black ink for all other content Packaging: flat, each ballot style clearly separated, with the lowest ballot style on top and the lowest sequence number on the top of each ballot style. Other: must meet all criteria presented in the Premier Election Solutions Ballot Specification Guide included with this packet.</p>
<u>Stub</u>	<u>Ballot</u>								
D001									
BS001	BS001								
DUPE	DUPE								

MAIL BALLOTS

For mail ballots, Adams County Elections Department shall provide the successful vendor with an electronic file of all eligible voters for the election. The successful vendor shall be responsible for creating a mail packet for each voter included in the file. The electronic voter file will list each voter's name, mailing address, voter identification number, election code, ballot style, precinct number and a mail-in voter sequence number. The packet for each voter shall include: an outer envelope, a return envelope, the official ballot and a secrecy sleeve. The voter name and mailing address is ink sprayed directly onto the flap of the incoming envelope through the outgoing ballot envelope window and must also include a 3 of 9 barcode of the voter tracking number, the numeric voter tracking number, the voter identification number, the ballot sequence number, the election date (06-2012 and 11-2012), the ballot style, and the voter's precinct number (10 digit). Outgoing envelopes must contain an Intelligent Mail Barcode (IMB). Adams County Elections Office will advise the selected vendor the Mailer ID to include in the IMB. The outgoing envelopes contain a preprinted nonprofit org. indicia.

One or more supplemental electronic voter file(s) will be submitted to vendor for ballot production. This file would contain new or revised voter names and addresses received after submission of the initial voter file to vendor through the close of registration on May 29, 2012 for the Primary and October 9, 2012 for the General Election (generally about 3,000 new voters). Near this same timeframe, a list of ballots that have been voided since the initial voter file was sent to the vendor will be provided. The ballots listed in this file must be pulled prior to or during the insertion process and returned to the Adams County Elections Office.

Vendor will be responsible for the presorting of prepared ballot packets by zip code and for the delivery of prepared ballot packets to the Denver General Mail Facility located at 7500 E 53rd PL in Denver, CO.

Sample labels are to be delivered to the Elections Office for bar code reader testing prior to the full ballot insertion process to ensure the bar code created by Vendor correctly displays the appropriate voter record when scanned by the Adams County Election Office equipment.

Several additional voter files will be provided requiring more specialized handling. These include a file of Health Care Facility voters whose names and voter information will be submitted in a separate file to the vendor. These ballots are prepared and sealed as all other regular ballot packets, but delivered to the Elections Office for hand delivery.

The successful vendor shall be responsible for printing/preparing all envelopes and secrecy sleeves in advance of ballot printing (according to the attached Production Schedule) so that those materials are ready for use in the mail ballot packets. The printing of the ballots can only begin after ballot certification is complete (April 27, 2012 for the Primary and September 10, 2012 for the General Election) and ballot layout has been developed on the voting system by the Elections Department.

The successful vendor shall prepare all envelopes and mail ballot packets to comply with all postal regulations. The Political Mail Unit of the USPS shall approve all envelopes, packets, ink-jetted addresses, etc. in advance of the actual mailing dates. Vendor shall provide the Election Department with a test packet which shall contain all items listed in the table below. Vendor shall obtain approval from the USPS and notify Adams County Clerk and Recorder of approval.

Mail ballot excess (the number of ballots left over in each ballot style after the initial and supplemental data files are processed for mailing) will have a revised numbering system that starts with 11 and then the continued numbering sequence which will be defined in a summary spreadsheet when specific quantities are provided. Excess packets are not to be sealed. Boxes must be packed from lowest numbered ballot styles to highest and the ballots within the style must also be lowest sequence number to highest. Ballots should be placed in the box with the envelope flap down so the window displaying the ballot style and sequence number is in the upper left corner. Boxes are not to be over packed. Enough movement within the box to clearly view the windows displaying the ballot style is needed to successfully inventory the box content without removing the ballots.

All Primary Ballots will contain ¼ inch of color across the stub perforation so that ^{1/8} of an inch of color appears on both the stub and the top of the ballot. Blue will be added to

the Democratic ballots and a red on the Republican ballots. Vendor will supply a sample of each ballot type for color approval before print production begins.

Outgoing Envelopes (regular)	<p>Size: 9 ^{11/16}" wide by 6 ^{1/16}" tall with a 1 ^{1/4}" flap. Front Window Location: 1" from left; .75 from bottom; Window size: 4 ^{13/16}" wide by 3 ^{3/8}" tall Back Window location: 6" from the left and .75" from the bottom Back Window size: 2.25" wide by 1" tall Color: White envelope with black print and a light blue, medium size Official Election Mail USPS logo Paper: 24 lb white wove</p>
Outgoing Envelopes (UOCAVA)	<p>Size: 9 ^{11/16}" wide by 6 ^{1/16}" tall with a 1 ^{1/4}" flap. Front Window Location: 1" from left; .75 from bottom Window size: 4 ^{13/16}" wide and 1 ^{3/8}" tall Back Window Location: 6" from the left and .75" from the bottom Back Window size: 2 ^{1/4}" wide by 1" tall Color: Black and gray Paper: 24 lb white wove</p>
Return Envelopes (regular)	<p>Size: 8 ^{15/16}" wide by 5 ^{13/16}" tall with a 2 ^{7/16}" flap. The flap contains a 5 inch wide privacy pull tab on the right hand side 14/16th of an inch from the top of the flap. The tab is 12/16th of an inch wide at the widest point. Outside color: black and green Inside color: gray screen Paper: 24 lb white wove</p>
Return Envelope (ID required):	<p>Size: 8 ^{15/16}" wide by 5 ^{13/16}" tall with a 2 ^{7/16}" flap. The flap contains a 5 inch wide privacy pull tab on the right hand side 14/16th of an inch from the top of the flap. The pull tab is 12/16th of an inch wide at the widest point. Outside color: black and red Inside color: gray screen Paper: 24 lb white wove</p>
Return Envelope (UOCAVA)	<p>Size: 8 ^{15/16}" wide by 5 ^{13/16}" tall with a 2 ^{7/16}" flap. The flap contains a 5 inch wide privacy pull tab on the right hand side 14/16th of an inch from the top of the flap. The pull tab is 12/16th of an inch wide at the widest point. Outside color: black and gray Inside color: gray screen Paper: 24 lb white wove</p>
Secrecy Sleeve/Voter Instructions	<p>Size: 8.5 x 11 Paper: 20#, color: lavender/light purple Folded in half and tabbed on the short bottom side.</p>

<p>Ballots: Each ballot within each style is given a unique ballot sequence number (unless otherwise noted above) which, along with other information is printed on the right hand side of the stub. The ballot itself will contain the ballot style and the word MAIL in the upper right hand corner. Example:</p> <table border="0"> <tr> <td><u>STUB</u></td> <td><u>BALLOT</u></td> </tr> <tr> <td>M100001</td> <td></td> </tr> <tr> <td>BS001</td> <td>BS001</td> </tr> <tr> <td>MAIL</td> <td>MAIL</td> </tr> </table>	<u>STUB</u>	<u>BALLOT</u>	M100001		BS001	BS001	MAIL	MAIL	<p>Size: 8.5 x 11 or 8.5 x 14 with an additional one inch perforated tab at the top Paper: 90 lb. Text Ink: Red ovals; black ink for all other content Numbering: will begin with 100001 for each ballot style for ballots. Quantities: will vary by ballot style. Vendor will be provided a spreadsheet listing each ballot style and the corresponding quantity. Other: printing must meet all criteria presented in the Premier Election Solutions Ballot Specification Guide included with this packet. Unique ballot sequence number is supplied in the SCORE vendor file.</p>
<u>STUB</u>	<u>BALLOT</u>								
M100001									
BS001	BS001								
MAIL	MAIL								
<p>Replacement Ballots: Each ballot within each style is given a unique ballot sequence number which, along with other information is printed on the right hand side of the stub. The ballot itself will contain the ballot style and the word REPL in the upper right hand corner. Ex.</p> <table border="0"> <tr> <td><u>Stub</u></td> <td><u>Ballot</u></td> </tr> <tr> <td>R200001</td> <td></td> </tr> <tr> <td>BS001</td> <td>BS001</td> </tr> <tr> <td>REPL</td> <td>REPL</td> </tr> </table> <p>Sequence numbers to use will be detailed on a summary sheet listing quantities and sequence numbering system which will vary based on the replacement site in which the ballots will be used.</p>	<u>Stub</u>	<u>Ballot</u>	R200001		BS001	BS001	REPL	REPL	<p>Size: 8.5 x 11 or 8.5 x 14 or 8.5 x 18 with an additional one inch perforated stub at the top. Premier Ballot Printing Specification Guidelines must be met. Paper: 90 lb. Text Ink: Red ovals; black ink for all other content Numbering: will begin with 200001 for each ballot style for ballots. (Sequence numbers change based on the replacement site in which the ballots will be used. A summary grid will be provided listing the numbering system and quantities.) Quantities: will vary by ballot style. Vendor will be provided a spreadsheet listing each ballot style and the corresponding quantity. Other: printing must meet all criteria presented in the Premier Election Solutions Ballot Specification Guide included with this packet. Ballots are <u>not</u> to be sealed.</p> <p>Delivery: To the Adams County Elections Office 4430 S Adams County Parkway, Brighton, CO 80601</p>
<u>Stub</u>	<u>Ballot</u>								
R200001									
BS001	BS001								
REPL	REPL								

SAMPLES

Proposing vendors may be required to submit between one (1) and three (3) samples of work considered to be comparable to the proposed item. Samples shall be submitted upon County’s request, at no expense to the County. Samples will not be returned. Failure to comply with this request may be cause for the proposal to be considered non-responsive and may be rejected.

The County reserves the right to request a pre-production test deck generated on the same make/model printer as all Adams County ballots will be produced. The test deck will demonstrate the Vendor's ability to create ballots readable on the Adams County infrared read head, optical scan units. This sample work would be created prior to authorizing a final product during the term of the resulting Master Agreement.

SHIPPING AND AUDITING

All ballots must be mailed from the Denver General Mail Facility located at 7500 E 53rd PL in Denver, CO 80266-9909. Therefore, any shipping fees or costs associated with getting the completed packets delivered to the Denver General Mail Facility for mailing must be included in your proposal.

The Adams County Elections Office may furnish inspectors to observe the printing of ballots at any time during the production and may conduct audits of mail ballot preparation at any time. Such inspectors shall have the authority to stop the presses or take any other action deemed necessary to ensure the proper printing and packaging of ballots.

In addition to maintaining all printing specifications outlined in Premier's Ballot Specification Guide, vendor is expected to maintain excellent quality and machine readability, on all ballots produced. Vendor will be expected to perform quality control inspections and readability checks throughout each run of ballots. Such inspections and checks should include all resources necessary, including passing ballots through scanners and/or comparisons of finished ballots to master ballot overlays. The on-site inspectors have the authority to reject any ballots that do not meet the quality and cosmetic standards of the Adams County Elections Department. Any ballots deemed unsatisfactory shall be re-made by the printer at no extra cost to the County.

BALLOT SECURITY

The successful vendor has an obligation to maintain security of the ballots and ballot data information at all times. The successful vendor shall be responsible for taking precautions to maintain the security of all ballots, and ballot printing materials; including maintaining limited access to the ballots and prohibiting the release of any ballots or ballot materials to anyone other than a representative or an approved authority of the Adams County Elections Department.

All proposals shall include a written Security Plan which details all security precautions utilized by the vendor. Such Security Plan is to include any and all applicable security measures such as: camera surveillance of premises, badge access system, recycle/waste collection system, etc. The Security Plan will also include measures to

ensure all voter ballot information remains confidential. Vendor shall address this in the Vendor Questions Section of this proposal.

The successful vendor is prohibited from the unauthorized use and sale of all voter information lists provided to them by the Adams County Elections Department.

BALLOT WASTE

All Adams County ballot printing waste must be housed in a locked receptacle and delivered to the Adams County Elections Warehouse for approved disposal upon the completion of the vendor's obligations contained within the Printing Agreement. The vendor will deliver the printing waste to:

Adams County Elections Warehouse
4430 S Adams County Parkway
Brighton, CO 80601

COMPLETION SCHEDULE

The Ballot Production Schedule and any Adams County-specific guidelines for ballot printing shall be considered equal and essential parts of the ballot printing contract. Vendors who are not able to meet this schedule should not submit a proposal.

The completion dates are subject to change at the exclusive discretion of the Adams County Elections Department.

Time is of the essence and completion dates specified by the Elections Department are critical and non-negotiable.

2012 Primary Election – Ballot Production Schedule	
Activity	Projected Date(s)
Ballot Data Certified to Adams County Election Department	April 27, 2012
Ballot Set-up	April 28-30, 2012
Ballot Proofing	May 1-2, 2012
PDF's and/Postscripts Released to Vendor(s)	May 3, 2012
Deliver two sets of Verification Ballots to Adams County Election Office	May 9, 2012
Deliver Test Ballots to Adams County Election Office	May 11, 2012

Voter File released to Vendor – Initial List	May 17, 2012
Deliver Duplicating and Replacement Ballots to Adams County Election Department	May 25, 2012
Deliver Supplemental Voter File to Vendor	May 31, 2012
Completed Mail Ballot Packets delivered to the Denver GMF	June 4, 2012

2012 General Election – Ballot Production Schedule	
Activity	Projected Date(s)
Ballot Data Certified to Adams County Election Department	September 10, 2012
Ballot Set-up	September 10 - 12, 2012
Ballot Proofing	September 12 - 13, 2012
PDF's and/Postscripts Released to Vendor(s)	September 14, 2012
Deliver two sets of Verification Ballots to Adams County Election Office	September 19, 2012
Deliver Test Ballots to Adams County Election Office	September 24, 2012
Voter File released to Vendor – Initial List	October 2, 2012
Deliver Duplicating and Replacement Ballots to Adams County Election Department	October 5, 2012
Deliver Supplemental Voter File to Vendor	October 11, 2012
Completed Mail Ballot Packets delivered to the Denver GMF	October 12, 2012

Note: Colorado Revised Statutes requires that official ballots for a Primary and General election shall be printed and in the possession of the County Clerk no later than 32 days before the election.

ESTIMATED QUANTITIES

The quantities of any ballot styles may be adjusted at any time. Final cost of all ballot printing will be adjusted to the final quantity required. If additional ballots of any style are needed after the style has been printed, the additional ballots shall be furnished at the same cost as the originally-ordered quantities.

Quantities listed are the County's best estimate and do not obligate the County to order or accept more than the County's actual requirements during the period of this

agreement, as determined by actual needs and availability of appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the County with its complete actual requirement of the materials specified in this proposal for the contract period.

VENDOR QUESTIONS AND REQUIREMENTS

Vendor proposals must specifically address each of the questions that are listed below. The quality and detail of your responses may figure significantly in the overall evaluation of your proposal. Vendors are encouraged to give examples and provide additional information to support compliance with printing requirements. To standardize the format of all proposals, vendors are required to respond to all questions in the order given and to list the item number and restate the question prior to giving the answer.

Adams County reserves the right to take the answers and add them into the scope of work or as a requirement of vendor performance for the resulting contract. Please respond to all questions on separate letterhead paper and attach to your proposal.

1. Can your company comply with all requirements for ballot printing outlined in the Premier Election Solutions' Ballot Specifications Guide?

(If no, your proposal will be considered non-responsive and rejected.)

2. Is your company able to comply with the Completion Schedule?

(If no, your proposal will be considered non-responsive and rejected.)

3. How is your company's customer communication relationship structured?

4. Provide a response for the County to evaluate describing how your firm would handle a scenario with 250,000 ballots in 400-600 different ballot styles (unique combination of content) to be printed. Include a written plan with a time-line to include the following:

- a. Estimated time necessary to cut and prepare stock for printing
- b. Estimated time necessary to print all required ballots
- c. Estimated time necessary for all post-printing tasks (packaging and preparing shipments)
- d. Number of personnel and shifts expected to be dedicated to each election
- e. Description and number of major equipment (cutters, presses, etc.) to be dedicated to each election
- f. Contingency Plan for carrying out contract requirements in the event of an emergency or catastrophe such as equipment failure, fire and/or flooding.
- g. Estimated time necessary to turn around any additional ballot requests

5. Provide a detailed Security Plan to include all security precautions utilized (i.e. camera surveillance of premises, badge-access systems, recycle/waste collection systems, including voter and ballot information lists, etc.).
6. For quality control purposes Adams County's preference is to work with a local vendor for the ballot printing portion of this agreement. Out of area vendors can partner with a local company to provide services. As applicable, provide information on partnerships you plan to utilize for these services.
7. The Elections Department has a zero tolerance for duplicates and other misprints that affect the readability of the ballot through our tabulation equipment or the professional look of the ballot to our voters. Describe how you will prevent duplicate printing of ballots and other misprints.
8. Describe previous ballot printing experience.

EVALUATION CRITERIA

The criteria to be used for the proposal evaluation include but are not limited to:

- (a) Price
- (b) Ability to meet Premier Election Solutions Ballot Specifications
- (c) Response to the SCOPE OF WORK AND TECHNICAL REQ.
- (d) Responses to questions (VENDOR QUESTIONS AND REQ.)
- (e) Ability to Comply with Completion Schedule
- (f) Previous ballot printing experience

F.O.B. POINT

All prices quoted must be quoted at a firm price F.O.B. Brighton, Colorado, delivered to Adams County Elections Department:

Adams County Elections
4430 S Adams County Parkway
Brighton, Colorado 80601

DELIVERY CONSIDERATIONS

When a date is set for the delivery of merchandise or the performance of work, said merchandise must be delivered or work performed in accordance with the specifications or description herein contained on or before said date, or the order to the delinquent party may be cancelled and awarded to the next lowest and qualified company. In such case the County shall have the right to buy such articles at market prices for immediate delivery, and an excess in cost of same over price named herein is to be paid by the vendor under this contract, or deducted from any money due or hereafter coming to him.

PERFORMANCE BOND

A Performance Bond and surety bond each in a penal sum equal to the nearest integral One Hundred Dollars in excess of the estimated Contract Price with a corporate surety approved by the County will be requested for faithful performance of the Contract. The Agreement shall be signed by the successful bidder and returned, together with the performance bond and surety bond within ten (10) days after the date of the award.

All prices quoted shall be firm and fixed. Pricing shall be in the format contained in this Proposal. Alternative approaches for the pricing of the requested products and services may be provided; however, such alternate approaches shall be described separately and must be in addition to the format given in this Request for Proposal. Do not include cost or price figures anywhere except in the cost and pricing section.

COOPERATIVE PURCHASING

Adams County encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions. To the extent other governmental jurisdictions are legally able to participate in cooperative purchasing endeavors; the County supports such cooperative activities. Further, it is a specific requirement of this proposal or Request for Proposal that pricing offered herein to the County may be offered by the vendor to any other governmental jurisdiction purchasing the same products.

The vendor(s) must deal directly with any governmental agency concerning the placement of purchase orders, freight charges for destinations outside of the County, contractual disputes, invoicing, and payment. The County shall not be liable for any costs, damages incurred by any other entity.

PRICING INFORMATION

This section shall include a description of the proposed costs and prices. All pricing information shall be limited solely to this section of your proposal. This section should address all requirements set forth in Scope of Work as well as any other items pertinent to your proposal pricing such as additional discounts for increased quantities, prompt payment, etc. The requirements have been developed to allow the County to uniformly evaluate prices submitted for the work. Accordingly, you should follow these instructions carefully and provide all data requested in the formats specified herein and in any referenced attachments.

Any omissions in this proposal shall be identified by each Vendor and incorporated into their proposal including any omissions for software, hardware, support etc. which is

necessary to the success of the project and must be identified as a separate line item with pricing and included as part of this proposal. The County will not increase the contract or any purchase order (either dollar amount or time) for items not included in the submitted proposal documents. The County reserves the right to purchase part or the entire proposal.

CHANGES

The County will not consider change orders or amendments unless it is deemed a change in the original scope of the project. All items not itemized in the pricing above which are instrumental to completing the project will be at the cost of the vendor to supply at no additional charge to the County.

PRICING

All prices quoted shall be firm and fixed for both the 2012 Primary and General Elections.

PROPOSAL ITEMS

ITEM #1: Part 1 – Printing flat ballots

Optical Scan Ballots – 8.5 X 11”, 8.5 x 14”, or 8.5 x 18” some with a perforated one inch tab at the top

Paper – 90# Text

Other: All criteria presented in the Premier Election Solutions Ballot Specification Guide (see attached)

Minimum - Maximum Quantity: 20,000 – 50,000 ballots* (approximations for information)

*Note: Each Ballot may consist of one or multiple cards depending on the amount of information included in the election. The Elections Office will provide the number of cards for each ballot style after ballot layout occurs.

Provide prices for each possible ballot size:

Note: The Elections Department will determine which size is needed when all information to be included on the ballot is submitted in early September.

Prices are based on groups of 1,000 ballots. If there are price breaks for large orders please indicate at what quantity the price breaks begin and what the price difference would be.

8.5 x 11” Ballot:

A. 1 card, 1 side,
Price per unit of 1,000: \$ _____

C. 2nd card, 1 side
Price per unit of 1,000: \$ _____

B. 1 card, 2 sides,
Price per unit of 1,000: \$ _____

D. 2nd card, 2 sides
Price per unit of 1,000: \$ _____

8.5 x 14" Ballot:

A. 1 card, 1 side,
Price per unit of 1,000 \$ _____

C. 2 card, 1 side
Price per unit of 1,000: \$ _____

B. 1 card, 2 sides,
Price per unit of 1,000: \$ _____

D. 2nd card, 2 sides
Price per unit of 1,000: \$ _____

8.5 x 18" Ballot

A.1 card, 1 side
Price per unit of 1,000: \$ _____

C. 2nd card, 1 side
Price per unit of 1,000: \$ _____

B.1 card, 2 sides
Price per unit of 1,000: \$ _____

D. 2nd card, 2 sides
Price per unit of 1,000: \$ _____

E. Transportation (Handling) fees to have ballots delivered to Elections Office:
\$ _____
(Please include a breakdown of how these fees are derived, i.e. flat fee, per weight, etc.)

F. Transportation (Handling) fees to have ballots delivered to the Denver General Mail Facility. (Please include a breakdown of how these fees are derived, i.e. flat fee, per weight, etc.)
\$ _____

G. List any Additional Charges that may apply (and attach explanation):
\$ _____

ITEM #2: Part 2 – Printing, Inserting and Mailing of Mail Ballot Packets

Optical Scan Ballots – 8.5 X 11", 8.5 x 14", or 8.5 x 18" with a perforated tab at the top
Paper – 90# Text - Ballots scored and folded for mailing packets

Other: All criteria presented in the Premier Election Solutions Ballot Specification Guide (see attached)

Minimum - Maximum Quantity: 175,000-250,000*

* Note: Each Ballot may consist of one or multiple cards depending on the amount of information included in the election. The Elections Department will provide the number of cards for each ballot style after ballot layout occurs. Provide prices for each possible ballot size.

Note: Pricing for the 11", 14", and 18" ballot is requested. The Elections Department will determine which size is needed when all information to be included on ballot is submitted in early September.

Prices are based on groups of 1,000 ballots. If there are price breaks for large orders please indicate at what quantity the price breaks begin and what the price difference would be.

8.5 x 11" Ballots:

A. 1 card, 1 side,
Price per unit of 1,000: \$ _____

C. 2nd card, 1 side,
Price per unit of 1,000: \$ _____

B. 1 card, 2 sides,
Price per unit of 1,000: \$ _____

D. 2nd card, 2 sides,
Price per unit of 1,000: \$ _____

8.5 x 14" Ballot:

A. 1 card, 1 side,
Price per unit of 1,000: \$ _____

C. 2nd card, 1 side,
Price per unit of 1,000: \$ _____

B. 1 card, 2 sides,
Price per unit of 1,000: \$ _____

D. 2nd card, 2 sides,
Price per unit of 1,000: \$ _____

8.5 x 18" Ballot:

A. 1 card, 1 side,
Price per unit of 1,000: \$ _____

C. 2nd card, 1 side, ballots
Price per unit of 1,000: \$ _____

B. 1 card, 2 sides,
Price per unit of 1,000: \$ _____

D. 2nd card, 2 sides, ballots
Price per unit of 1,000: \$ _____

Inserts/Envelopes:

- A. Envelopes – Outer
Price per unit of 1,000: \$ _____
- B. Envelopes – Outer (UOCAVA)
Price per unit of 1,000: \$ _____
- C. Envelopes – Return (regular)
Price per unit of 1,000: \$ _____
- D. Envelopes – Return (ID required)
Price per unit of 1,000 \$ _____
- E. Envelopes – Return (UOCAVA)
Price per unit of 1,000 \$ _____
- F. Secrecy Sleeves: Price per unit of 1,000: \$ _____
- G Collating/Inserting of Packets Cost: Price per unit of 1,000: \$ _____
- H. Transportation (Handling) fees to Denver GMF (if applicable): \$ _____
- I. Transportation (Handling) fees to Elections Office (if applicable): \$ _____
- J. List any Additional Charges that may apply (and attach explanation): \$ _____
- K. Total cost per complete ballot packet:

8.5 x 11(one card): \$ _____	8.5 x 11 (two cards): \$ _____
8.5 x 14 (one card): \$ _____	8.5 x 14 (two cards): \$ _____
8.5 x 18 (one card): \$ _____	8.5 x 18 (two cards): \$ _____

Note: scanned sample envelope images can be found as an attachment to this document.

ADDITIONAL REQUIRED INFORMATION

REFERENCE LISTING:

Vendors shall furnish the names, addresses and telephone numbers of a minimum of three (3) firms or government organizations (one of which is an organization for which ballot printing has been provided) for which the vendor is currently furnishing or has, in the past, completed service for:

Company Name _____

Address _____

Reference _____

Telephone Number _____

Company Name _____

Address _____

Reference _____

Telephone Number _____

Company Name _____

Address _____

Reference _____

Telephone Number _____

Note: Adams County reserves the right to contact any organization for which the Vendor has provided services, regardless of the Vendor's use of the organization as a reference.



ADAMS COUNTY
COLORADO

PROPOSAL SIGNATURE PAGE
2012.038 BALLOT, ENVELOPE AND
SECURITY SLEEVE PRINTING &
MAILING SERVICES

VENDOR'S STATEMENT

I have read and fully understand all the special conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said special conditions as stated or implied. In consideration of the above statement, the following proposal is hereby submitted.

WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # _____ Addenda # _____ Addenda # _____

If None, Please write NONE.

COMPANY NAME

DATE

TYPE OF ENTITY (CORPORATION,
GENERAL PARTNERSHIP, ETC.)

TAX IDENTIFICATION NUMBER

STATE OF INCORPORATION,
IF APPLICABLE

ADDRESS

SIGNATURE

CITY, STATE, ZIP CODE

PRINTED SIGNATURE

TELEPHONE NUMBER

FAX NUMBER

COUNTY

TITLE (Corporate Officer/Manager/General
or Registered Agent, or General or
Managing Partner)



ADAMS COUNTY
COLORADO

**REQUEST FOR PROPOSAL
FOR**

**2012.038 BALLOT, ENVELOPE, SECRECY SLEEVE
PRINTING & MAILING SERVICES
FEBRUARY 22, 2012**

Addendum No. 1 clarifies or changes the following:

Question: In addition to the envelope specifications indicated in the RFP for the Return Envelopes (regular), Return Envelopes (ID Required), and Return Envelopes (UOCAVA), please clarify if Adams County requires the following on all Return envelope types:

A. Two adhesive peel and seal strips on the inside flap, or will regular gum strips be sufficient?

Answer: A single adhesive peel and seal strip on the top of the flap (furthest from the fold) should suffice. If the vendor has another, more efficient design in mind, they can quote it. We do not want regular gum strips.

B. Inside security tint – pattern type basket weave; colors gray and black?

Answer: Yes, we want to continue with the inside security tint, basket weave. Gray and black is fine.

Question: In addition to the Secrecy Sleeve specifications indicated in the RFP, please clarify if Adams County requires:

- black text only; or
- black text plus one highlight color (for example red text); or
- black text plus two highlight colors (for example red and blue text)

Answer: Please provide a quote with black text only and a quote with one highlight color so we can decide.

Question: Will Adams County require a report that identifies which ballot(s) went into each voter's packet after each insertion run? If so what will be the desired file format?

Answer: Yes, we do require a report that identifies which ballot went into each voter's packet.
A .txt file is preferred.

If you have any questions, please call me at 720-523-6052.

**Liz Estrada
Purchasing Agent**

End of Addendum No. 1

Receipt of this addendum must be acknowledged in the Proposal Tab.