

COUNTY OF FRESNO

REQUEST FOR PROPOSAL

NUMBER: 966-5353

BALLOT PRINTING

Issue Date: May 28, 2015

Closing Date: JULY 6, 2015

Proposal will be considered LATE when the official Purchasing time clock reads 2:00 P.M.

Questions regarding this RFP should be directed to: Gary E. Cornuelle,
phone (559) 600-7114 or e-mail gcornuelle@co.fresno.ca.us.

Check County of Fresno Purchasing's Open Solicitations
website at <https://www2.co.fresno.ca.us/0440/Bids/BidsHome.aspx>
for RFP documents and changes.

Please submit all Proposals to:

County of Fresno - Purchasing
4525 E. Hamilton Avenue, 2nd Floor
Fresno, CA 93702-4599

BIDDER TO COMPLETE

UNDERSIGNED AGREES TO FURNISH THE COMMODITY OR SERVICE STIPULATED IN THE ATTACHED PROPOSAL
SCHEDULE AT THE PRICES AND TERMS STATED, SUBJECT TO THE "COUNTY OF FRESNO PURCHASING STANDARD
INSTRUCTIONS AND CONDITIONS FOR REQUEST FOR PROPOSALS (RFP'S)" ATTACHED.

COMPANY

ADDRESS

CITY

STATE

ZIP CODE

()

()

TELEPHONE NUMBER

FACSIMILE NUMBER

E-MAIL ADDRESS

SIGNED BY

PRINT NAME

TITLE

COUNTY OF FRESNO PURCHASING
STANDARD INSTRUCTIONS AND CONDITIONS FOR
REQUESTS FOR PROPOSALS (RFP'S) AND REQUESTS FOR QUOTATIONS (RFQ'S)

Note: the reference to "bids" in the following paragraphs applies to RFP's and RFQ's

GENERAL CONDITIONS

By submitting a bid the bidder agrees to the following conditions. These conditions will apply to all subsequent purchases based on this bid.

1. BID PREPARATION:

- A) All prices and notations must be typed or written in ink. No erasures permitted. Errors may be crossed out, initialed and corrections printed in ink by person signing bid.
- B) Brand Names: Brand names and numbers when given are for reference. Equal items will be considered, provided the offer clearly describes the article and how it differs from that specified. In the absence of such information it shall be understood the offering is exactly as specified.
- C) State brand or make of each item. If bidding on other than specified, state make, model and brand being bid and attach supporting literature/specifications to the bid.
- D) Bid on each item separately. Prices should be stated in units specified herein. All applicable charges must be quoted; charges on invoice not quoted herein will be disallowed.
- E) Time of delivery is a part of the consideration and must be stated in definite terms and must be adhered to. F.O.B. Point shall be destination or freight charges must be stated.
- F) All bids must be dated and signed with the firm's name and by an authorized officer or employee.
- G) Unless otherwise noted, prices shall be firm for one hundred eighty (180) days after closing date of bid.

2. SUBMITTING BIDS:

- A) Each bid must be submitted on forms provided in a sealed envelope/package with bid number and closing date and time on the outside of the envelope/package.
- B) Interpretation: Should any discrepancies or omissions be found in the bid specifications or doubt as to their meaning, the bidder shall notify the Buyer in writing at once. The County shall not be held responsible for verbal interpretations. Questions regarding the bid must be received by Purchasing stated within this document. All addenda issued shall be in writing, duly issued by Purchasing and incorporated into the contract.
- C) **ISSUING AGENT/AUTHORIZED CONTACT:** This RFP/RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFP/RFQ, its content, and all issues concerning it.

All communication regarding this RFP/RFQ shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFP/RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of

contact for discussions or information pertaining to the RFP/RFQ. Contact with any other County representative, including elected officials, for the purpose of discussing this RFP/RFQ, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFP/RFQ, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

- D) Bids received after the closing time will NOT be considered.
- E) Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.

3. FAILURE TO BID:

- A) If not bidding, return bid sheet and state reason for no bid or your name may be removed from mailing list.

4. TAXES, CHARGES AND EXTRAS:

- A) County of Fresno is subject to California sales and/or use tax (8.225%). Please indicate as a separate line item if applicable.
- B) **DO NOT** include Federal Excise Tax. County is exempt under Registration No. 94-73-03401-K.
- C) County is exempt from Federal Transportation Tax. Exemption certificate is not required where shipping papers show consignee as County of Fresno.
- D) Charges for transportation, containers, packing, etc. will not be paid unless specified in bid.

5. W-9 – REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION & CALIFORNIA FORM 590 WITHHOLDING EXEMPTION CERTIFICATE:

Upon award of bid, the vendor shall submit to County Purchasing, a completed IRS Form W-9 - Request for Taxpayer Identification Number and

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Certification and a California Form 590 Withholding Exemption Certificate if not currently a County of Fresno approved vendor.

6. AWARDS:

- A) Award(s) will be made to the most responsive responsible bidder; however, the Fresno County Local Vendor Preference and/or the Disabled Veteran Business Enterprise Preference shall take precedence when applicable. Said Preferences apply only to Request for Quotations for materials, equipment and/or supplies only (no services); the preference do not apply to Request for Proposals. RFQ evaluations will include such things as life-cycle cost, availability, delivery costs and whose product and/or service is deemed to be in the best interest of the County. The County shall be the sole judge in making such determination.
- B) Unless bidder gives notice of all-or-none award in bid, County may accept any item, group of items or on the basis of total bid.
- C) The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids.
- D) Award Notices are tentative: Acceptance of an offer made in response to this RFP/RFQ shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.
- E) After award, all bids shall be open to public inspection. The County assumes no responsibility for the confidentiality of information offered in a bid.

7. TIE BIDS:

All other factors being equal, the contract shall be awarded to the Fresno County vendor or, if neither or both are Fresno County vendors, it may be awarded by the flip of a coin in the presence of witnesses or the entire bid may be rejected and re-bid. If the General Requirements of the RFQ state that they are applicable, the provisions of the Fresno County Local Vendor Preference shall take priority over this paragraph.

8. PATENT INDEMNITY:

The vendor shall hold the County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this bid.

9. SAMPLES:

Samples, when required, must be furnished and delivered free and, if not destroyed by tests, will upon written request (within thirty (30) days of bid closing date) be returned at the bidder's expense. In the absence of such notification, County shall have the right to dispose of the samples in whatever manner it deems appropriate.

10. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

- A) In case of default by vendor, the County may procure the articles or service from another source and may recover the cost difference and related expenses occasioned thereby from any unpaid balance due the vendor or by proceeding against performance bond of the vendor, if any, or by suit against the vendor. The prices paid by the County shall be considered the prevailing market price at the time such purchase is made.
- B) Articles or services, which upon delivery inspection do not meet specifications, will be rejected and the vendor will be considered in

default. Vendor shall reimburse County for expenses related to delivery of non-specified goods or services.

- C) Regardless of F.O.B. point, vendor agrees to bear all risks of loss, injury or destruction to goods and materials ordered herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder.

11. DISCOUNTS:

Terms of less than fifteen (15) days for cash payment will be considered as net in evaluating this bid. A discount for payment within fifteen (15) days or more will be considered in determining the award of bid. Discount period will commence either the later of delivery or receipt of invoice by the County. Standard terms are Net forty-five (45) days.

12. SPECIAL CONDITIONS IN BID SCHEDULE SUPERSEDE GENERAL CONDITIONS:

The "General Conditions" provisions of this RFP/RFQ shall be superseded if in conflict with any other section of this bid, to the extent of any such conflict.

13. SPECIAL REQUIREMENT:

With the invoice or within twenty-five (25) days of delivery, the seller must provide to the County a Material Safety Data Sheet for each product, which contains any substance on "The List of 800 Hazardous Substances", published by the State Director of Industrial Relations. (See Hazardous Substances Information and Training Act, California State Labor Code Sections 6360 through 6399.7.)

14. RECYCLED PRODUCTS/MATERIALS:

Vendors are encouraged to provide and quote (with documentation) recycled or recyclable products/materials which meet stated specifications.

15. YEAR COMPLIANCE WARRANTY:

Vendor warrants that any product furnished pursuant to this Agreement/order shall support a four-digit year format and be able to accurately process date and time data from, into and between the twentieth and twenty-first centuries, as well as leap year calculations. "Product" shall include, without limitation, any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein. This warranty shall survive termination or expiration of this Agreement.

In the event of any decrease in product functionality or accuracy related to time and/or date data related codes and/or internal subroutines that impede the product from operating correctly using dates beyond December 31, 1999, vendor shall restore or repair the product to the same level of functionality as warranted herein, so as to minimize interruption to County's ongoing business process, time being of the essence. In the event that such warranty compliance requires the acquisition of additional programs, the expense for any such associated or additional acquisitions, which may be required, including, without limitation, data conversion tools, shall be borne exclusively by vendor. Nothing in this warranty shall be construed to limit any rights or remedies the County may otherwise have under this Agreement with respect to defects other than year performance.

16. PARTICIPATION:

Bidder may agree to extend the terms of the resulting contract to other political subdivision, municipalities and tax-supported agencies.

Such participating Governmental bodies shall make purchases in their own name, make payment directly to bidder, and be liable directly to the bidder, holding the County of Fresno harmless.

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17. CONFIDENTIALITY:

All services performed by vendor shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

Vendor shall submit to County's monitoring of said compliance.

Vendor may be a business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures of PHI may not be more expansive than those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

Vendor shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

18. APPEALS:

Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP/RFQ. Appeals should be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue, Fresno, California 93702-4599. Appeals should address only areas regarding RFP contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP/RFQ process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) working days after Purchasing's notification; except if, notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.

19. OBLIGATIONS OF CONTRACTOR:

- A) CONTRACTOR shall perform as required by the ensuing contract. CONTRACTOR also warrants on behalf of itself and all subcontractors engaged for the performance of the ensuing contract that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.
- B) CONTRACTOR shall obey all Federal, State, local and special district laws, ordinances and regulations.

20. AUDITS & RETENTION:

The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three (3) years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

21. DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS:

Applies to Request for Proposal (RFP); does not apply to Request for Quotation (RFQ) unless specifically stated elsewhere in the RFQ document.

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as "Bidder"):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
 - 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 a federal or state antitrust statute;
 - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
 - false statements or receipt of stolen property

Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

22. DATA SECURITY:

Individuals and/or agencies that enter into a contractual relationship with the COUNTY for the purpose of providing services must employ adequate controls and data security measures, both internally and externally to ensure and protect the confidential information and/or data provided to contractor by the COUNTY, preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of COUNTY data including sensitive or personal client information; abuse of COUNTY resources; and/or disruption to COUNTY operations.

Individuals and/or agencies may not connect to or use COUNTY networks/systems via personally owned mobile, wireless or handheld devices unless authorized by COUNTY for telecommuting purposes and provide a secure connection; up to date virus protection and mobile devices must have the remote wipe feature enabled. Computers or computer peripherals including mobile storage devices may not be used (COUNTY or Contractor device) or brought in for use into the COUNTY's system(s) without prior authorization from COUNTY's Chief Information Officer and/or designee(s).

No storage of COUNTY's private, confidential or sensitive data on any hard-disk drive, portable storage device or remote storage installation unless encrypted according to advance encryption standards (AES of 128 bit or higher).

The COUNTY will immediately be notified of any violations, breaches or potential breaches of security related to COUNTY's confidential information,

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data and/or data processing equipment which stores or processes COUNTY data, internally or externally.

COUNTY shall provide oversight to Contractor's response to all incidents arising from a possible breach of security related to COUNTY's confidential client information. Contractor will be responsible to issue any notification to affected individuals as required by law or as deemed necessary by COUNTY in its sole discretion. Contractor will be responsible for all costs incurred as a result of providing the required notification.

23. PURCHASING LOCATION & HOURS:

Fresno County Purchasing is located at 4525 E. Hamilton Avenue (**second floor**), Fresno, CA 93702. Non-holiday hours of operation are Monday through Friday, 8:00 A.M. to 12:00 Noon and 1:00 P.M. to 5:00 P.M. PST; Purchasing is closed daily from 12:00 Noon to 1:00 P.M. The following holiday office closure schedule is observed:

January 1*	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
Third Monday in February	Washington - Lincoln Day
March 31*	Cesar Chavez' Birthday
Last Monday in May	Memorial Day
July 4*	Independence Day
First Monday in September	Labor Day
November 11*	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
Friday following Thanksgiving	
December 25*	Christmas

* When this date falls on a Saturday, the holiday is observed the preceding Friday. If the date falls on a Sunday, the holiday is observed the following Monday.

24. FRESNO COUNTY BOARD OF SUPERVISORS ADMINISTRATIVE POLICIES:

ADMINISTRATIVE POLICY NUMBER 5

Contract Salary Limitation Fresno

County Administrative Policy No. 5 provides that in contracts with non-profit organizations that primarily serve Fresno County and professional service contracts where Fresno County is the sole client, the contractors must agree to the following contract language: "The contractor agrees to limit administrative cost to a maximum of 15% of the total program budget and to limit employee benefits to a maximum of 20% of total salaries for those employees working under this agreement during the term of the agreement. Failure to conform to this provision will be grounds for contract termination at the option of the County of Fresno." Any bidder that wishes an exemption from this contract requirements must set forth the request for exemption, as well as a complete explanation of why the exemption should be granted, in the bidder's response to the RFP. Only the Board of Supervisors can approve such exemption.

Policy Statement: Contractors shall be limited to a maximum 15% administrative cost as compared to the total program budget and employee benefits shall be limited to a maximum of 20% of salaries.

The following language will be included in each applicable contract:

"The contractor agrees to limit administrative cost to a maximum of 15% of the total program budget and to limit employee benefits to a maximum of 20% of total salaries for those employees working under this agreement during the term of this agreement. Failure to conform to this provision will be grounds for contract termination at the option of the County of Fresno."

The above provision shall be applied to renewal or multi-year contracts with non-profit organizations which primarily serve Fresno County and professional services contracts where

Fresno County is the sole client, such as:

- Community based organization service contracts related to social services, health services, or probation services.
- Cultural art program contracts.
- Professional services contracts.

This policy will not apply to contracts between the County and the Federal or State governments; or one-time contracts. The Board of Supervisors will consider exemptions to this policy only upon the recommendation of the County Administrative Office.

Management Responsibility: It shall be the responsibility of any County official authorized by the Board of Supervisors to execute contracts or enter into agreements on behalf of the County to review all applicable contracts to insure that this policy is fully enforced.

It shall be the responsibility of the County Administrative Officer to review requests for exemptions to this policy and to make recommendations to the Board of Supervisors on such requests for exemption.

ADMINISTRATIVE POLICY NUMBER 34

Competitive Bids and Requests for Proposals

Fresno County Administrative Policy No. 34 provides that no person, firm or subsidiary thereof who has been awarded a consulting services contract by the County, may submit a bid for, or be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract. Any bidder that wishes an exemption from this contract limitation must set forth the request for exemption, as well as a complete explanation of why the exemption should be granted, in the bidder's response to the RFP. Only the Board of Supervisors, on a four-fifths (4/5) vote finding that such waiver is in the best interests of the County, can waive this policy.

Definitions: Purchasing Authority and Responsibility – In accordance with the State of California Government Code Section 25500 et seq., and the Fresno County Ordinance Code Chapter 2.56, the Board of Supervisors has established a County Purchasing Agent. The Board has designated the County Administrative Officer as the Purchasing Agent. Unless otherwise restricted, all necessary authority and responsibility has been delegated to the Purchasing Agent to satisfy the acquisition requirements of the County. The Purchasing Agent may defer day-to-day acquisition management to the Purchasing Manager as appropriate.

Policy Statement: Competitive bids or requests for proposals shall be secured for all contracts for goods or services which are proposed to be acquired by the County except when in unusual or extraordinary circumstances, a department head, requests an exception to competitive bidding. All such requests must be documented by the department head including a detailed description of the facts justifying the exception. The

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request must receive concurrence of the procurement authority who will sign that particular contract i.e. the Board of Supervisors or Purchasing Agent/Purchasing Manager. The following circumstances are examples which constitute "Suspension of Competition":

- In an emergency when goods or services are immediately necessary for the preservation of the public health, welfare, or safety, or for the protection of County property.
- When the contract is with a federal, state, or local governmental agency.
- When the department head, with the concurrence of the Purchasing Agent, finds that the cost of preparing and administering a competitive bidding process in a particular case will equal or exceed the estimated contract amount or \$1,000 whichever is more.
- When a contract provides only for payment of per diem and travel expenses and there is to be no payment for services rendered.
- When obtaining the services of expert witnesses for litigation or special counsel to assist the County.
- When in unusual or extraordinary circumstances, the Board of Supervisors or the Purchasing Agent/Purchasing Manager determines that the best interests of the County would be served by not securing competitive bids or issuing a request for proposal.

Contracts for services should not usually cover a period of more than one year although a longer period may be approved in unusual circumstances. Multiple year contracts must include provisions for early termination and must be contingent on available funding. Unless exempted as provided for above, no contract for service shall extend, either by original contract or by extension, beyond three years unless competitive bids have been sought or a Request for Proposal has been processed.

During any competitive bidding procedure, all bids shall be opened publicly and the dollar amount of each bid shall be read aloud. Under no circumstance shall a bid which is received at the designated place of opening after the closing time be opened or considered.

Contracts for goods or services shall not be effective until approved by the Board of Supervisors or, if appropriate, the Purchasing Agent/Purchasing Manager. Contractors and vendors shall be advised by the responsible department head that performance under the contract may not commence prior to such approval.

Medical Professional Contracts

The competitive recruitment process, annual performance evaluation, and periodic salary surveys are equivalent to competitive bids for independent physicians contracting with the County on a fee for service basis.

A salary survey for physician services shall be conducted every two years.

Contracts for physician services shall not extend, either by original contract or by extension, beyond five years unless competitive bids have been sought or unless exempted as provided above.

Contracts for Legal Services

The competitive recruitment process, annual performance evaluation, and periodic salary surveys are equivalent to competitive bids for independent law firms and attorneys contracting with the County on a fee for service basis.

A salary survey for legal services shall be conducted every two years.

The selection of and contracting with firms to provide legal services shall be

coordinated through the County Counsel's Office. The County Counsel shall assist in securing a law firm with the requisite legal expertise and price structure that would provide the best service to the County. County Counsel shall be involved throughout the process of selecting a firm, developing a contract, and monitoring the billing and services provided throughout the contract period.

Prohibited Bids Concerning End Product of Consulting Contracts

No person, firm, or subsidiary thereof who has been awarded a consulting services contract by the County, shall be awarded a contract for the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract. This policy may be waived by the Board of Supervisors on a four-fifths (4/5) vote finding that such waiver is in the best interests of the County.

Management Responsibility: The County Administrative Officer is responsible for preparing and issuing written procedures to assure compliance with this policy by all County officials and departments.

ADMINISTRATIVE POLICY NUMBER 71

Prohibiting the Use of Public Funds for Political Advocacy

Fresno County Administrative Policy No. 71 provides that no County assets, including money, shall be used for political campaigns of any type. Political campaigns are defined as political advocacy for or opposition to a matter or person that has qualified for the ballot. No contract entered into by the County shall provide for use of County monies for political campaigns.

Policy Statement: Government assets, including money, grant funds, paid staff time, equipment and supplies, facilities or any other government asset shall not be used for political campaigns of any type. Political campaigns are defined as political advocacy for or opposition to a matter or person that has qualified for the ballot.

Management Responsibility: Department Heads shall be held responsible for ensuring that government assets within their control are not used to advocate for or against any matter or person that has qualified for the ballot.

This section does not prohibit the expenditure of government assets to create and provide informational or educational materials regarding a matter that has qualified for the ballot. Such information or educational materials shall provide a fair, accurate and impartial presentation of relevant information relating to the matter that has qualified for the ballot. However, government assets shall not be expended to create and provide such informational or educational materials in the 90 days prior to the election unless specifically authorized by the Board of Supervisors or required by the Public Records Act or other law.

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OVERVIEW

The County of Fresno, on behalf of County Clerk/Registrar of Voters (ROV), is requesting proposals from qualified vendors to provide Ballot Printing, Vote by Mail Processing and Vote by Mail Envelopes as mandated by California Elections Code. The County of Fresno currently utilizes the AccuVote ES-2000 Optical Scan Voting System. This system uses a paper ballot with ovals to be filled in by the voter in order for the voter's choices to be scanned/recorded by the voting system.

The ballot is printed in one of three different sizes, 8 ½" x 11", 8 ½" x 14" or 8 ½" x 18", depending on the issues, candidates, measures, etc. on the ballot for an election. It is vital that the ballots are printed accurately and delivered by the deadline prescribed by the County of Fresno in order to meet the election requirements. The County works closely with the ballot vendor in preparing the ballot for the final printing. This includes the County forwarding an electronic file to the vendor with all of the ballots separated by precinct number, the County forwarding the ballot order on an Excel spreadsheet to the vendor and the vendor sending an electronic file and paper copy proofs back to the County for verification and final approval of both the order and the ballot. Paper proofs need to be on the actual ballot paper for testing.

It is critical that the ballots are delivered by the specified delivery deadline in order to meet election requirements for Vote by Mail voters, Military/Overseas voters, and to ensure sufficient availability of polling place ballots on election day.

The County of Fresno also requires custom envelopes for the ballots to be mailed to the Vote by Mail voters in the County. These envelopes are ordered well in advance of the election. All vote by mail envelopes are used for the automatic, machine inserted vote by mail process.

The machine inserting process for the outgoing vote by mail process is a critical component. The County forwards the vote by mail voter data to the vendor with all of the election specific and voter specific information included. The vendor uses an inkjet machine that places the data on each of the vote by mail reply envelopes. The ballots and any inserts are then inserted by machine into the correct envelope. The vendor uses a computer program to sort the data correctly by precinct and a quality check process on the insertion machines to make sure the voter receives the correct precinct ballot for the election.

Upcoming regularly scheduled elections include: 1) November 3, 2015 Uniform District Election Law (UDEL), 2) June 7, 2016 Statewide Presidential Primary, 3) November 8, 2016 Statewide Presidential General, 4) March 2017 City of Clovis 5) November 7, 2017 UDEL, 6) June 5, 2018 Statewide Gubernatorial Primary, 7) November 6, 2018 Statewide Gubernatorial General, 8) March 2019 City of Clovis, 9) November 5, 2019 UDEL, and 10) June 2, 2020 Statewide Presidential Primary. Annually, regularly scheduled Fresno County Retirement Association Board and Fresno Deputy Sheriff's Association Board elections are also included. This contract will also include any unscheduled elections during the contract period.

Qualified vendor(s) must be able to provide services for all elections called between July 2015 and June 2020.

The County anticipates contracting for a three year period beginning July 1, 2015 through June 30, 2018, with the option to renew for two (2) additional one (1) year periods through June 30, 2020. The selected vendor will provide a full scope of services identified herein.

This Request for Proposals (RFP) will result in a single award to one vendor that will provide Ballot Printing, Vote by Mail Processing and Vote by Mail Envelopes.

KEY DATES

RFP Issue Date:	May 28, 2015
Vendor Conference: <i>Vendors are to contact Gary E. Cornuelle at (559) 600-7114 if planning to attend vendor conference.</i>	June 17, 2015 at 11:00 A.M. County of Fresno Purchasing 4525 E. Hamilton Avenue, 2 nd Floor Fresno, CA 93702
Deadline for Written Requests for Interpretations or Corrections of RFP:	June 23, 2015 at 10:00 A.M. E-Mail: gcornuelle@co.fresno.ca.us
RFP Closing Date:	July 6, 2015 at 2:00 P.M. County of Fresno Purchasing 4525 E. Hamilton Avenue, 2 nd Floor Fresno, CA 93702

TRADE SECRET ACKNOWLEDGEMENT

All proposals received by the County shall be considered "Public Record" as defined by Section 6252 of the California Government Code. This definition reads as follows:

"...Public records" includes any writing containing information relating to the conduct of the public's business prepared, owned, used or retained by any state or local agency regardless of physical form or characteristics "Public records" in the custody of, or maintained by, the Governor's office means any writing prepared on or after January 6, 1975."

Each proposal submitted is Public record and is therefore subject to inspection by the public per Section 6253 of the California Government Code. This section states that "every person has a right to inspect any public record".

The County will not exclude any proposal or portion of a proposal from treatment as a public record except in the instance that it is submitted as a trade secret as defined by the California Government Code. Information submitted as proprietary, confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record.

"Trade secrets" as defined by Section 6254.7 of the California Government Code are deemed not to be public record. This section defines trade secrets as:

"...Trade secrets," as used in this section, may include, but are not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data or compilation of information that is not patented, which is known only to certain individuals within a commercial concern who are using it to fabricate, produce, or compound an article of trade or a service having commercial value and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it."

Information identified by bidder as "trade secret" will be reviewed by County of Fresno's legal counsel to determine conformance or non-conformance to this definition. Such material should be submitted in a separate binder marked "Trade Secret". Examples of material not considered to be trade secrets are pricing, cover letter, promotional materials, etc.

INFORMATION THAT IS PROPERLY IDENTIFIED AS TRADE SECRET AND CONFORMS TO THE ABOVE DEFINITION WILL NOT BECOME PUBLIC RECORD. COUNTY WILL SAFEGUARD THIS INFORMATION IN AN APPROPRIATE MANNER.

Information identified by bidder as trade secret and determined not to be in conformance with the California Government Code definition shall be excluded from the proposal. Such information will be returned to the bidder at bidder's expense upon written request.

Trade secrets must be submitted in a separate binder that is plainly marked "Trade Secrets."

The County shall not in any way be liable or responsible for the disclosure of any proposals or portions thereof, if they are not (1) submitted in a separate binder that is plainly marked "Trade Secret" on the outside; and (2) if disclosure is required or allowed under the provision of law or by order of Court.

Vendors are advised that the County does not wish to receive trade secrets and that vendors are not to supply trade secrets unless they are absolutely necessary.

TRADE SECRET ACKNOWLEDGEMENT

I have read and understand the above "Trade Secret Acknowledgement."

I understand that the County of Fresno has no responsibility for protecting information submitted as a trade secret if it is not delivered in a separate binder plainly marked "Trade Secret." I also understand that all information my company submits, except for that information submitted in a separate binder plainly marked "Trade Secret," are public records subject to inspection by the public. This is true no matter whether my company identified the information as proprietary, confidential or under any other such terms that might suggest restricted public access.

Enter company name on appropriate line:

	Has submitted information identified as Trade Secrets in a separate marked binder.**
(Company Name)	
	Has <u>not</u> submitted information identified as Trade Secrets. Information submitted as proprietary confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record.
(Company Name)	

ACKNOWLEDGED BY:

	()	
Signature		Telephone
Print Name and Title	Date	
Address		
City	State	Zip

**Bidders brief statement that clearly sets out the reasons for confidentiality in conforming with the California Government Code definition.

DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as “Bidder”):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
 - 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 a federal or state antitrust statute;
 - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
 - false statements or receipt of stolen property
- Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

Disclosure of the above information will not automatically eliminate a Bidder from consideration. The information will be considered as part of the determination of whether to award the contract and any additional information or explanation that a Bidder elects to submit with the disclosed information will be considered. If it is later determined that the Bidder failed to disclose required information, any contract awarded to such Bidder may be immediately voided and terminated for material failure to comply with the terms and conditions of the award.

Any Bidder who is awarded a contract must sign an appropriate Certification Regarding Debarment, Suspension, and Other Responsibility Matters. Additionally, the Bidder awarded the contract must immediately advise the County in writing if, during the term of the agreement: (1) Bidder becomes suspended, debarred, excluded or ineligible for participation in federal or state funded programs or from receiving federal funds as listed in the excluded parties list system (<http://www.epls.gov>); or (2) any of the above listed conditions become applicable to Bidder. The Bidder will indemnify, defend and hold the County harmless for any loss or damage resulting from a conviction, debarment, exclusion, ineligibility or other matter listed in the signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS**

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

CERTIFICATION

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:
 - (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 proposal 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) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:

Date:

(Printed Name & Title)

(Name of Agency or Company)

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR PROPOSAL

Firm: _____

REFERENCE LIST

Provide a list of at least five (5) customers for whom you have recently provided similar services. Be sure to include all requested information.

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Failure to provide a list of at least five (5) customers may be cause for rejection of this RFP.

PARTICIPATION

The County of Fresno is a member of the Central Valley Purchasing Group. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County.

☐ Yes, we will extend contract terms and conditions to all qualified agencies within the Central Valley Purchasing Group and other tax supported agencies.

☐ No, we will not extend contract terms to any agency other than the County of Fresno.

(Authorized Signature)

Title

*** Note: This form/information is not rated or ranked in evaluating proposal.**

GENERAL REQUIREMENTS

DEFINITIONS: The terms Bidder, Proposer, Contractor and Vendor are all used interchangeably and refer to that person, partnership, corporation, organization, agency, etc. which is offering the proposal.

RFP CLARIFICATION AND REVISIONS: Any revisions to the RFP will be issued and distributed as written addenda.

FIRM PROPOSAL: All proposals shall remain firm for at least one hundred eighty (180) days.

PROPOSAL PREPARATION: Proposals should be submitted in the formats shown under "PROPOSAL CONTENT REQUIREMENTS" section of this RFP.

County of Fresno will not be held liable or any cost incurred by bidders responding to RFP.

Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.

SUPPORTIVE MATERIAL: Additional material may be submitted with the proposal as appendices. Any additional descriptive material that is used in support of any information in your proposal must be referenced by the appropriate paragraph(s) and page number(s).

Bidders are asked to submit their proposals in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified in the Table of Contents. Pages must be numbered on the bottom of each page.

Any proposal attachments, documents, letters and materials submitted by the vendor shall be binding and included as a part of the final contract should your bid be selected.

TAXES: The quoted amount must include all applicable taxes. If taxes are not specifically identified in the proposal it will be assumed that they are included in the total quoted.

SALES TAX: Fresno County pays California State Sales Tax in the amount of 8.225% regardless of vendor's place of doing business.

RETENTION: County of Fresno reserves the right to retain all proposals, excluding proprietary documentation submitted per the instructions of this RFP, regardless of which response is selected.

ORAL PRESENTATIONS: Each finalist may be required to make an oral presentation in Fresno County and answer questions from County personnel.

AWARD/REJECTION: The award will be made to the vendor offering the overall proposal deemed to be to the best advantage of the County. The County shall be the sole judge in making such determination. The County reserves the right to reject any and all proposals. The lowest bidders are not arbitrarily the vendors whose proposals will be selected. Award Notices are tentative: Acceptance of an offer made in response to this RFP shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.

County Purchasing will chair or co-chair all award, evaluation and contract negotiation committees.

Award may require approval by the County of Fresno Board of Supervisors.

WAIVERS: The County reserves the right to waive any informalities or irregularities and any technical or clerical errors in any quote as the interest of the County may require.

TERMINATION: The County reserves the right to terminate any resulting contract upon written notice.

MINOR DEVIATIONS: The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.

PROPOSAL REJECTION: Failure to respond to all questions or not to supply the requested information could result in rejection of your proposal.

ASSIGNMENTS: The ensuing proposed contract will provide that the vendor may not assign any payment or portions of payments without prior written consent of the County of Fresno.

BIDDERS LIABILITIES: County of Fresno will not be held liable for any cost incurred by vendors in responding to the RFP.

CONFIDENTIALITY: Bidders shall not disclose information about the County's business or business practices and safeguard confidential data which vendor staff may have access to in the course of system implementation.

DISPUTE RESOLUTION: The ensuing contract shall be governed by the laws of the State of California.

Any claim which cannot be amicably settled without court action will be litigated in the U. S. District Court for the Eastern District of California in Fresno, CA or in a state court for Fresno County.

NEWS RELEASE: Vendors shall not issue any news releases or otherwise release information to any third party about this RFP or the vendor's quotation without prior written approval from the County of Fresno.

BACKGROUND REVIEW: The County reserves the right to conduct a background inquiry of each proposer/bidder which may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a proposal/bid to the County, the vendor consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the inquiry.

PERFORMANCE BOND: The successful bidders may be required to furnish a faithful performance bond. Bidders are to quote a separate price for a performance bond.

ACQUISITIONS: The County reserves the right to obtain the whole system/services/goods as proposed or only a portion of the system/services/goods, or to make no acquisition at all.

OWNERSHIP: The successful vendor will be required to provide to the County of Fresno documented proof of ownership by the vendor, or its designated subcontractor, upon request of the proposed programs/services/goods.

EXCEPTIONS: Identify with explanation, any terms, conditions, or stipulations of the RFP with which you *CAN NOT* or *WILL NOT* comply.

ADDENDA: In the event that it becomes necessary to revise any part of this RFP, addenda will be provided to all agencies and organizations that receive the basic RFP.

SUBCONTRACTORS: If a subcontractor is proposed, complete identification of the subcontractor and his tasks should be provided. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor.

CONFLICT OF INTEREST: The County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or public agencies for which the Board of Supervisors is the governing body.
2. Profit-making firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners or major shareholders.
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (1), and who were employees in positions of substantial responsibility in the area of service to be performed by the contract, or participated in any way in developing the contract or its service specifications.
4. Profit-making firms or businesses in which the former employees described in Subsection (3) serve as officers, principals, partners or major shareholders.
5. No County employee, whose position in the County enables him to influence the selection of a contractor for this RFP, or any competing RFP, and no spouse or economic dependent of such employee, shall be employees in any capacity by a bidder, or have any other direct or indirect financial interest in the selection of a contractor.
6. In addition, no County employee will be employed by the selected vendor to fulfill the vendor's contractual obligations to the County.

ORDINANCE 3.08.130 – POST-SEPARATION EMPLOYMENT PROHIBITED

No officer or employee of the County who separates from County service shall for a period of one year after separation enter into any employment, contract, or other compensation arrangement with any County consultant, vendor, or other County provider of goods, materials, or services, where the officer or employee participated in any part of the decision making process that led to the County relationship with the consultant, vendor or other County provider of goods, materials or services.

Pursuant to Government Code section 25132(a), a violation of the ordinance may be enjoined by an injunction in a civil lawsuit, or prosecuted as a criminal misdemeanor.

EVALUATION CRITERIA: Respondents will be evaluated on the basis of their responses to all questions and requirements in this RFP and product cost. The County shall be the sole judge in the ranking process and reserves the right to reject any or all bids. False, incomplete or

unresponsive statements in connection with this proposal may be sufficient cause for its rejection.

SELECTION PROCESS: All proposals will be evaluated by a team consisting of representatives from appropriate County Department(s), and Purchasing. It will be their responsibility to make the final recommendations. Purchasing will chair or co-chair the evaluation or evaluation process.

Organizations that submit a proposal may be required to make an oral presentation to the Selection Committee. These presentations provide an opportunity for the individual, agency, or organization to clarify its proposal to ensure thorough, mutual understanding.

INDEPENDENT CONTRACTOR: In performance of the work, duties, and obligations assumed by Contractor under any ensuing Agreement, it is mutually understood and agreed that Contractor, including any and all of Contractor's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of the County. Furthermore, County shall have no right to control, supervise, or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to County employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of the Agreement, Contractor may be providing services to others unrelated to the COUNTY or to the Agreement.

HOLD HARMLESS CLAUSE: Contractor agrees to indemnify, save, hold harmless and at County's request, defend the County, its officers, agents and employees, from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to County in connection with the performance, or failure to perform, by Contractor, its officers, agents or employees under this Agreement and from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents or employees under this Agreement.

SELF-DEALING TRANSACTION DISCLOSURE: Contractor agrees that when operating as a corporation (a for-profit or non-profit corporation), or if during the term of the agreement the Contractor changes its status to operate as a corporation, members of the Contractor's Board of Directors shall disclose any self-dealing transactions that they are a party to while Contractor is providing goods or performing services under the agreement with the County. A self-dealing transaction shall mean a transaction to which the Contractor is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Fresno County Self-Dealing Transaction Disclosure Form and submitting it to the County prior to commencing with the self-dealing transaction or immediately thereafter.

PRICE RESPONSIBILITY: The selected vendor will be required to assume full responsibility for all services and activities offered in the proposal, whether or not they are provided directly. Further, the County of Fresno will consider the selected vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The contractor may not subcontract or transfer the contract, or any right or obligation arising out of the contract, without first having obtained the express written consent of the County.

ADDRESSES AND TELEPHONE NUMBERS: The vendor will provide the business address and mailing address, if different, as well as the telephone number of the individual signing the contract.

ASSURANCES: Any contract awarded under this RFP must be carried out in full compliance with The Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, their subsequent amendments, and any and all other laws protecting the rights of individuals and agencies. The County of Fresno has a zero tolerance for discrimination, implied or expressed, and wants to ensure that policy continues under this RFP. The contractor must also guarantee that services, or workmanship, provided will be performed in compliance with all applicable local, state, or federal laws and regulations pertinent to the types of services, or project, of the nature required under this RFP. In addition, the contractor may be required to provide evidence substantiating that their employees have the necessary skills and training to perform the required services or work.

INSURANCE: Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

C. Professional Liability

If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

This coverage shall be issued on a per claim basis. Contractor agrees that it shall maintain, at its sole expense, in full force and effect for a period of three (3) years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.

D. Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Contractor shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees shall be excess only and not contributing with insurance provided under Contractor's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to County.

Within thirty (30) days from the date Contractor executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, County Clerk, Attn: Daniel Rocha, 4525 E. Hamilton Avenue, 2nd Floor, Fresno, CA 93702, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County.

In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

AUDIT AND RETENTION: The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

DEFAULT: In case of default by the selected bidder, the County may procure materials and services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected bidder, or by any other legal means available to the County.

BREACH OF CONTRACT: In the event of breach of contract by either party, the other party shall be relieved of its obligations under this agreement and may pursue any legal remedies.

CONFIDENTIALITY

All services performed by vendor shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

Vendor shall submit to County's monitoring of said compliance.

Vendor may be a Business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County, as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures of PHI may not be more expansive than those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

Vendor shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

APPEALS

Appeals must be submitted in writing within *seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP. Appeals shall be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue 2nd Floor, Fresno, California 93702-4599.

Appeals should address only areas regarding RFP contradictions, procurement errors, proposal rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP process.

Purchasing will provide a written response to the complainant within *seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) working days after Purchasing's notification; except, if notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.

*The seven (7) working day period shall commence and be computed by excluding the first day and including the last day upon the date that the notification is issued by the County.

RIGHTS OF OWNERSHIP

The County shall maintain all rights of ownership and use to all materials designed, created or constructed associated with this service/project/program.

SPECIFIC BIDDING INSTRUCTIONS AND REQUIREMENTS

ISSUING AGENT: This RFP has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFP, its content, and all issues concerning it.

AUTHORIZED CONTACT: All communication regarding this RFP shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFP is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFP. Contact with any other County representative, including elected officials, for the purpose of discussing this RFP, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFP, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

VENDOR CONFERENCE: On June 17, 2015 at 11:00 A.M., a vendor's conference will be held in which the scope of the project and proposal requirements will be explained. The meeting will be held at the office of County of Fresno Purchasing, 4525 E. Hamilton (between Cedar and Maple), 2nd Floor, Fresno, California. Addendum will be prepared and distributed to all bidders only if necessary to clarify substantive items raised during the bidders' conference.

Bidders are to contact Gary E. Cornuelle at, (559) 600-7114 or e-mail gcornuelle@co.fresno.ca.us, if they are planning to attend the conference.

NUMBER OF COPIES: Submit **one (1) original, with two (2) *reproducible compact discs and five (5) copies** of your proposal no later than the proposal closing date and time as stated on the front of this document to County of Fresno Purchasing. Each copy to be identical to the original, include all supporting documentation (e.g. literature, brochures, reports, schedules etc.). The cover page of each quotation is to be appropriately marked "Original" or "Copy".

***Bidder shall submit two (2) reproducible compact discs (e.g.: PDF file) containing the complete proposal excluding trade secrets. Compact discs should accompany the original binder and should be either attached to the inside cover of the binder or inserted in an attached sleeve or envelope in the front of the binder to insure the discs are not misplaced.**

INTERPRETATION OF RFP: Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFP and fully inform themselves as to the quality and character of services required. If any person planning to submit a proposal finds

discrepancies in or omissions from the RFP or has any doubt as to the true meaning or interpretation, correction thereof may be requested at the scheduled Vendor Conference (see above). Any change in the RFP will be made only by written addendum, duly issued by the County. The County will not be responsible for any other explanations or interpretations.

Questions may be submitted subsequent to the Vendor Conference, subject to the following conditions:

- a. Such questions are submitted in writing to the County Purchasing not later than June 23, 2015 at 10:00 a.m. Questions must be directed to the attention of Gary E. Cornuelle, Purchasing Manager.
- b. Such questions are submitted with the understanding that County can respond only to questions it considers material in nature.
- c. Questions shall be e-mailed to gcornuelle@co.fresno.ca.us.

NOTE: The bidder is encouraged to submit all questions at the Vendor Conference. Time limitations can prevent a response to questions submitted after the conference.

SELECTION COMMITTEE: All proposals will be evaluated by a team co-chaired by Purchasing. All proposals will be evaluated by a review committee that may consist of County of Fresno Purchasing, department staff, community representatives from advisory boards and other members as appropriate.

The proposals will be evaluated in a multi-stage selection process. Some bids may be eliminated or set aside after an initial review. If a proposal does not respond adequately to the RFP or the bidder is deemed unsuitable or incapable of delivering services, the proposal may be eliminated from consideration. It will be the selection committee's responsibility to make the final recommendation to the Department Head.

CONTRACT TERM: It is County's intent to contract with the successful bidder for a term of three (3) years with the option to renew for up to two (2) additional one (1) year periods based on mutual written consent. County will retain the right to terminate the Agreement upon giving thirty (30) days advance written notification to the Contractor.

PAYMENT: The County of Fresno, if appropriate, may use Procurement Card to place and make payment for orders under the ensuing contract.

AUDITED FINANCIAL STATEMENTS: Copies of the audited Financial Statements for the last three (3) years for the business, agency or program that will be providing the service(s) proposed. If audited statements are not available, compiled or reviewed statements will be accepted with copies of three years of corresponding federal tax returns.

CONTRACT NEGOTIATION: The County will prepare and negotiate its own contract with the selected vendor, giving due consideration to standard contracts and associated legal documents submitted as a part of bidder's response to the RFP. The tentative award of the contract is based on successful negotiation pending formal recommendation of award. Bidder is to include in response the names and titles of officials authorized to conduct such negotiations.

NOTICES: All notices, payments, invoices, insurance and endorsement certificates, etc. need to be submitted as follows: referencing contract/purchase order number, department, position, title and address of administering official.

EPAYMENT OPTION: The County of Fresno provides an Epay Program which involves payment of invoices by a secure Visa account number assigned to the supplier after award of contract. Notification of payments and required invoice information are issued to the supplier's designated Accounts Receivable contact by e-mail remittance advice at time of payment. To learn more about the benefits of an Epay Program, how it works, and obtain answers to frequently asked questions, click or copy and paste the following URL into your browser: www.bankofamerica.com/epayablesvendors or call Fresno County Accounts Payable, 559-600-3609.

LOCAL VENDOR PREFERENCE: The Local Vendor Preference **does not** apply to this Request for Proposal.

SCOPE OF WORK

INTRODUCTION

In this Scope of Work are descriptions for Ballot Printing (Section I) and Vote by Mail Ballot Processing and Vote by Mail Envelopes (Section II) which are required for the County of Fresno to conduct an election using the current AccuVote Optical Scan voting system. Vendors must describe and demonstrate in their responses to this Request for Proposal that they meet all of the specifications and requirements for both Sections I and II, as one vendor will be selected to provide both services.

Fresno County utilizes the AccuVote ES-2000 Optical Scan Voting System. AccuVote ballots are available in three sizes: 8 ½" x 11"; 8 ½" x 14" and 8 ½" x 18".

Fresno County requires that all ballots are printed by precinct number to meet the California Elections Code Chapter 3, "Precincts" requirement.

The following production activities and delivery milestones are being provided as a general illustration of a typical large scale County election. Actual production activities, needs and delivery milestones will vary based on the size of the election.

The vendor must demonstrate that they can meet the county timeframes as specified here:

Section I: Ballot Printing Deadlines

<u>PROCESSES AND/OR REQUIREMENTS</u>	<u>COUNTY DEADLINE</u>
County prepares ballot order and sends to printer	60 days before the election
Vendor sends the ballot order proof back to county to verify quantities	58 days before the election
County sends ballot image files (post script pdf file) to printer	56 days before the election
Vendor sends back ballot image proofs and paper proofs to County for verification	50 days before the election
Vendor prints and mails Vote by Mail Uniformed and Overseas Citizens Absentee Voting Act (UOCAVA) ballots and paper proofs to County	50 to 45 days before the elections
Vendor prints vote by mail and test ballots for County	45 to 34 days before the election
Vendor delivers office ballots and test ballots to County	34 days before the election
Vendor delivers polling place and duplicate ballots to County	15 days before the election
Vendor prints and delivers ballots on election day to polling locations in County	Within two hours of request

Section II: Vote by Mail Ballot Processing and Vote by Mail Envelopes Deadlines

County orders vote by mail envelopes	90 days before a County-wide elections or 85 days before any other election
County submits 1 st vote by mail voter extract to Vendor	56 days before the election
Vendor delivers vote by mail envelopes to County	55 days before the election
Vendor mails UOCAVA ballots	50 to 45 days before the election
Vendor mails vote by mail packets for 1 st extract	29 days before the election
Vendor assembles subsequent vote by mail packets for subsequent voter extracts	28 to 6 days before the election

The vendor must be listed on the California Secretary of State's list of certified ballot printers in the State of California at <https://www.sos.ca.gov/voting-systems/cert-and-approval/ballots.htm>.

The vendor must be on call and respond to the County of Fresno, 24 hours a day and 7 days a week beginning E-56 through election day to address any situation or problem with ballot printing or vote by mail processing. Examples of situations or problems might include the following:

- On election day, should a polling place experience a shortage of ballots, vendor will print and deliver ballots to polling location within two hours of County request.
- A shortage of ballots ordered for the vote by mail voters with a mail deadline approaching;
- A shortage of duplicate ballots needed to process all of the ballots with voter corrections or ballots that will not process through the voting machine because they are soiled or crumpled;
- A situation in which the vote by mail ballot mailing deadline is the following day, and staff need to work late to finish processing the ballots.

The following elections are currently scheduled:

<u>ELECTION</u>	<u>DATE</u>
UDEL	11/2015
Statewide Presidential Primary	6/2016
Statewide Presidential General	11/2016
City of Clovis	3/2017
UDEL	11/2017
Statewide Gubernatorial Primary	6/2018
Statewide Gubernatorial General	11/2018
City of Clovis	3/2019
UDEL	11/2019
Statewide Presidential Primary	6/2020

Annually, there are regularly scheduled Fresno County Retirement Association Board and Fresno Deputy Sheriff's Association Board elections. In addition to these scheduled elections there could be additional Special Elections each year that are not presently scheduled.

SECTION I: BALLOT PRINTING

A) Ballot printing will be completed in accordance with specifications in Attachment I with excerpts outlined below.

B) Ballot Specifications:

1. Ballot: AccuVote Optical Scan. Ballot standards must meet requirements of the State of California Elections Code, the Secretary of State and requirements and recommendations of Dominion Voting. California election codes are located at the following web address:
<http://www.leginfo.ca.gov/cgi-bin/calawquery?codesection=elec&codebody=&hits=20>
2. Ballot Characteristics:
 - a. Materials – The ballot shall be constructed with card stock paper. No embossed or printed patterns or smudges.
 - b. Basis Weight – The weight of the paper stock is between 90 lb. bond to 100 lb. bond.
 - c. Physical Dimensions – The physical ballot size and tolerances are as follows:

Width	8.500 in. + 0.050 in. – 0.050 in.
Length	11.000 in. + 0.060 in. – 0.000 in.
	14.000 in. + 0.060 in. – 0.000 in.
	18.000 in. + 0.060 in. – 0.000 in.
Thickness (Caliper)	0.0070 in. ± 0.0005 in.

(Note: Thickness dimension is in ten thousandths of an inch, not one thousandths of an inch.)

Fresno County requires the double stub ballot with horizontal and vertical perforations. Width – standard ballot width (8.500 in.); preferable length 01.00 in.
3. Ballot to be printed in four colors: black, red, green and blue.
4. No offset printing. Ballots are not to be printed on offset presses.
5. Ballot Cutting: The cutting of the ballot must be kept within the printed “cut tolerance marks” in Attachment I. These marks are 0.030 in. (approximately 1/32 in.) wide by 0.125 in. (1/8 in.) long. They specify the four corners of the ballot on both sides. When the ballot is cut to its proper size, a small portion of these marks (approx. 0.010 in.) must be present on all four corners of the ballot's edge on both sides of the ballot.
6. Ballot Curl: The curl of the ballot shall be measured from a flat reference surface. The maximum allowable curl of the ballot measured from the flat surface to the most protruding point of curl on the ballot is 0.050 in. This dimension applies to the ballot in both face up and face down orientations.

C) Background Colors

1. In the restricted zones of the ballot layout, only allowable background colors and black non-reflective ink will be used for printing as specified by each of the restricted zone descriptions. Outside of the restricted zones, any color or watermark pattern may be used.
 - a. The allowable background colors are listed in Attachment I. They are defined by the PANTONE color Management System (PMS). The selections in Attachment I are taken from the PANTONE Color Selector 1000/Uncoated. The number of name listed on the left of each color is the PMS color specification. The color names to the right of each PANTONE listing are an interpreted description of the PANTONE color swatches under fluorescent lighting (D50 illuminant). Any color descriptions containing two color names color component on the right.
 - b. Restrictions – The following describes the background color restrictions for any particular ballot. For each ballot, all of the restricted zones in the ballot layout must be of the same uniform color and density. The background color for the restricted zones must be selected from Attachment I. In the restricted zones, only one of the available colors in Attachment I can be used per ballot. Outside of the restricted zones, any color or watermark pattern can be used.
 - c. Color Matching Tolerances – In the restricted zones, the color selection must be printed within a tolerance match of “4 (delta) e” (a single number that represents the distance between two colors. Colors must be within 4 shades of the color specified by the California Secretary of State for each election).
2. Black Ink
 - a. Black ink is used to print critical data elements such as the timing marks, diagnostic marks, and ballot ID marks. Black ink shall have a maximum reflectance of 5% at 620 nanometer wavelength (an ink normally containing a significant amount of black carbon in its formula).

Note: Reflectance measurements are referenced to 100% absolute white (i.e., not paper white).

D) Restricted Zones and Critical Marks

1. The layout of the ballot contains restricted zones where specifications must be held within the tolerances. Deviations from the specifications can affect the accuracy of the scanning of ballot. The following subsections describe the restricted zones:
 - a. Calibration Zones – the calibration zones are the areas on the top and bottom of both sides of the ballot. This equates to four zones defined here:

0.260 in. from the cut edge of the ballot by the full width of the ballot (8.5 in.)
2. Text and Watermarks – No text or watermark patterns can be printed in any of these four zones.
3. Background Color – The calibration zones must be uniform in color and density.
4. Marks – No black ink is to be used in any of the calibration zones. No marks, text or smudges can exist in the calibration zones except for portions of the cut tolerance marks.

5. **Timing Mark Zones** – The timing marks are the black rectangular marks (0.191 in. wide by 0.063 in. height) that run along both sides of the ballot, front and back. This equates to four zones. The timing marks are spaced apart 0.250 in. from their centers. Each timing mark zone is defined as the following area:
 - a. The full length of the ballot (11 in., 14 in. or 18 in.) minus the calibration zones, by 0.125 in., from the center of each timing mark column, to either side of the timing mark column.
 - b. **Text and Watermarks** – No text or watermark patterns can be printed in any of these four zones.
 - c. **Background Color** – The timing mark zones must be uniform in the background color and density.
 - d. **Marks** – Black ink is to be used to create the timing marks. The printed marks are to have sharp edged boundaries and are to be of uniform density. No marks, text or smudges can exist in between the individual timing marks or above and below each timing mark column.

6. **ID Mark Zones and Diagnostic Mark Zones** – The ID marks are the black rectangular marks (0.191 in. wide by 0.063 in. height) that run across the bottom of the ballot, front and back. The presence or absence of ID marks is different for each ballot style/type. The diagnostic marks are the black rectangular marks (0.191 in. wide by 0.063 in. height) that run across the top of the ballot, front and back. This full row of diagnostic marks is always the same for every ballot style. This equates to four zones. Each of these zones is defined as the following areas: (Between the timing mark zones on each face of the ballot) by (0.092 in. above and below the center of each row of ID marks and diagnostic marks).
 - a. **Text and Watermarks** – No text or watermark patterns can be printed in any of these four zones.
 - b. **Background Color** – The ID mark and diagnostic mark zones must be uniform in the background color and density.
 - c. **Marks** – Black ink is to be used to create the ID marks and diagnostic marks. The printed marks are to have sharp edged boundaries and are to be of uniform density. No marks, above and below each ID mark row and diagnostic mark row. Note: The ballot identification text must be no closer than 0.060 in. to the ID mark row.

7. **Voting Position Zones** – The voting position ovals are the marks that outline the data area to be filled in by the voter. Red ink is to be used to print the voting position ovals. Although the voting positions usually follow a column, each voting position can be considered a zone defined as the following area: (0.125 in. to either side of the center of each oval), by (0.100 in. above and below the center of each oval).
 - a. **Text and Watermarks** – No text or watermark patterns can be printed in any of the voting position zones.
 - b. **Background Color** – The voting position zones must be uniform in the background color and density.
 - c. **Marks** – any visible color (with sufficient contrast relative to the background color), including black ink can be used to create the voting position ovals. The oval's line thickness cannot exceed 0.002 in. The printed ovals are to have sharp edged

boundaries and are to be of uniform density. No marks (other than the oval line), text or smudges can exist inside each voting position zone.

E) Non-Restricted Zones and Non-Critical Marks

1. Non-restricted Zones – Any area(s) not listed or described in ‘Restricted Zones and Critical Marks’ (Section D, 1 – 7) are considered non-restrictive zones. The background of these non-restricted zones can be any color or halftone. Any type of text, marks and/or watermark patterns can be placed in these zones.
2. Ballot Identification Text – Ballot identification text that can optionally be placed below the ID marks on the front and back of the ballot and must be positioned as shown in Attachment I. The bottom of the text must not penetrate the calibration zone and the top of the text must be no closer than 0.060 in. to the ID marks. The height of the text must be no greater than 0.100 in. (typically an 8-point font). The text can be printed in any color, including black ink.
3. General Text – General text (e.g., headers, footers, candidate and race names) can be printed in any color or halftone, including black ink or any font size as long as the text does not penetrate any of the critical zones listed in the ‘Restricted Zones and Critical Marks’ (Section D, 1 – 7). Vendor must be able to print multi-colored headers for primary elections (i.e. party specific ballots).
4. Watermarks Patterns and Striping – Watermark patterns and striping can be printed in any color or halftone as long as the watermark pattern and/or striping does not penetrate any of the critical zones listed in that section.

F) Printed Image Registration - The front to back printed image registration will be within tolerances as long as the specifications for the ballot cutting (cut tolerance marks) have been met.

G) Folds And Ballot Scoring - Scoring for folded ballots must occur in between timing marks. Scoring cannot occur anywhere on the timing marks. The scoring must align with the equal and opposite side of the ballot. For example, if the score was to start in-between the 10th and 11th timing mark on the left side of the ballot, the score must then end in between the 10th and 11th timing marks on the right side of the ballot. This alignment must also occur on the reverse side of the ballot. Accurate printed image registration and ballot cutting will improve the vendor’s ability to meet the specifications for ballot scoring. It should be noted that the less folds on the ballot, the better. Additionally, ballots may not be printed on “pre-scored” ballot stock.

H) Submission Of Ballot Order

1. The County of Fresno will submit an electronic transmission of the order with all pertinent data (e.g. quantity, numbering, etc.) to the vendor, approximately sixty (60) days before the election date. Past orders and future estimated orders are included in Section I, L: Quantity and Category of Ballots.
2. Artwork: The Global Election Management System (GEMS™) Version 1.18 program will be utilized by the county to lay out the ballot. This will be electronically transmitted to the vendor in a postscript file format. The artwork will be provided to the supplier no later than fifty-six (56) days before the election date. The County of Fresno will supply all language, titles for races, candidate information, measure information, etc. in a timely manner. The County of Fresno will be the sole owner of all artwork created pursuant to

the election. The county requires proofs for final approval, prior to printing, fifty (50) days before an election.

3. Delivery of Order – Required delivery as specified under County deadlines. No overages or shortages are accepted.
4. Shipping Order – The supplier will provide shipping F.O.B. Fresno, CA. 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 and inside of the front box cover with custom box labels with the precinct and serial numbers to meet county needs. If these boxes are shipped in another carton, that carton is to be sealed in the above mentioned manner and labeled with the precinct number of the boxes contained there. Fresno County is to be notified by telephone or e-mail the day the ballots are shipped. The name of the shipping company, their telephone number, address and exact delivery date of the shipment will also be provided by the vendor.
5. Liquidated Damages:
 - a. For each calendar day after the delivery deadline for ballots as specified in “Scope of Work, Introduction” that the ballots have not been delivered to Fresno County, the vendor shall pay Fresno County the sum of \$10,000 per day as fixed and agreed liquidated damages but not as a penalty. Liquidated damages shall under no circumstances exceed \$100,000.
 - b. The vendor does hereby authorize Fresno County to deduct such liquidated damages from the amount due. The vendor further agrees that any such deduction shall not in any degree release it from further obligation and liabilities in regard to the fulfillment of the entire contract.
 - c. It is further agreed that time is of the essence in completing each portion of the contract. The vendor shall not be charged with liquidated damages or any excess costs when the delay in competition is due to the following:
 - Any preference or priority of allocation order duly issued by the County of Fresno.
 - Unforeseen causes beyond the control and without the fault of the vendor including but not restricted to acts of God, or of the public enemy.

Provided, further that the vendor shall, within one day of such delay notify the Fresno County Clerk.

I) Summary of Ballot Requirements

1. Test Ballots or Test Deck Ballots
 - a. Warehouse Test Deck: One ballot will be required for each precinct in each election.
 - b. Logic & Accuracy Test Deck: The number of styles and races in each election will determine the size of the test deck.
 - c. Vendor to pre-fill ovals in all test decks in a required pattern as specified by the County at the time the ballot images are forwarded to the vendor.
 - d. No serial number or stub will be required.
 - e. The warehouse test deck will have the words “warehouse test deck” in the upper left-hand corner in red ink.
 - f. Test decks are to be packaged flat, in precinct order with precinct number dividers.

- g. Do not staple the test deck ballot.
 - h. Vendor must have access to GEMS™ Version 1.18 license in order to produce test ballots from GBF file.
2. Specific Information on Test Ballots or Test Deck Ballots
- a. Paper ballot “Test Decks” are required for testing the AccuVote Optical Scan ballot counting equipment in Fresno County. These test decks are to be generated and printed by the ballot printer. For primary elections, a test deck is required for each of the political parties. Ballots must be delivered in precinct number order. For primary elections all party ballots must be grouped together and ordered by precinct.
 - b. Logic and Accuracy Testing (5 or n or max): A test deck comprised of optical scan ballots that is used to test the logic of a precinct memory device in the AccuVote-OS or an absentee precinct using an AccuVote-OS device in central count mode. This deck can be ordered to give a 1,2,3,4,5 pattern to candidates in a race. For example, if there are seven candidates and a write-in – eight ovals in the race – an LA5 deck would give a 1,2,3,4,5,1,2,3 pattern. This deck can be ordered with any N number of the pattern. This deck can also be ordered as an “LA max” deck. In this case, the largest number of candidates on the ballot will define the “maximum” number of the pattern. If there are 15 candidates, then the deck would consist of 1 ballot for the 1st candidate, 2 ballots for the 2nd candidate, etc., up to the 15th candidate, which would have 15 ballots voted for the last candidate. This deck would have a total of 120 ballots. As the county determines that decks are getting too large, they may use an LA5 deck to simply assign a 1,2,3,4,5,1,2,3,4,5,1,2,3,4,5 pattern to large candidate races.
 - c. Warehouse Test Deck: Warehouse test ballot deck is made up of one ballot from every precinct in the election with the last oval filled in, not including the write-in position, in every contest. These will be processed as part of the memory card accuracy test. For primary elections, vendor will create this deck for each of the parties.
 - d. Blank and Fully-Voted Ballot Test Deck (QC Deck): An election-specific “blank” ballot for every precinct. This ballot has no oval position marked, and is an election-specific fully-voted ballot for every precinct. This ballot has all oval positions marked. Write-in positions are to be included in the test pattern. For primary elections, the vendor will create this deck for each of the parties.
 - e. Multi-Vote Test Deck: This deck is produced for ballot styles where multiple votes are authorized. This tests overvotes and tabulation when the race allows for “vote for more than one.” All races that are “vote for one” are ignored in this deck. The first ballot is the “overvote” ballot. Each race has one more prefilled oval than allowed for the race. The next set of ballots rotates in combinations of the number of votes allowed, e.g. with vote for three and six candidates, the deck would produce a ballot for ovals 1,2,3 followed by 2,3,4 then 3,4,5 and then 4,5,6; continuing on to the last oval in the race. Tabulation would be one vote for first and last candidate, two votes for 2nd and 2nd from last, three votes to the 3rd and 3rd from last and so on until the candidates in the middle are receiving the maximum number of votes allowed. Write-in positions are to be included in the test pattern.
 - f. Recall Measure and Candidates Contest Test Ballots: Recall elections, conducted in accordance with California state recall rules and laws and which include two official candidates, shall consist of a series of at least fifteen test ballots and shall be

prepared as follows – Marked “Yes” to the question only; Marked “No” to the question only; Marked “Yes” to the question and for the first candidate; Marked “No” to the question and for the first candidate; Marked “Yes” to the question and for the second candidate; Marked “No” to the question and for the second candidate; Marked “Yes” to the question and for both the first and second candidate; Marked “No” to the question for both the first and second candidate; Marked both “Yes” and “No” to the question and for the first candidate; Marked both “Yes” and “No” to the question and for the second candidate; Marked both “Yes” and “No” to the question and for both first and second candidate; Marked both “Yes” and “No” to the question; Marked for first and second candidate only; Marked for first candidate only; Marked for second candidate only. When the recall election has more than two candidates, additional test ballots shall be marked for each additional candidate with a “Yes” vote and a vote for the candidate in each ballot. The third candidate should get four ballots; the fourth should get five ballots, etc.

3. Vote by Mail Ballots:

- a. Vote by mail Ballots are numbered sequentially through each precinct. Each precinct to start with one (1). There will be four digits in each serial number run, “0001.”
- b. The total number of vote by mail ballots required averages approximately 65% to 50% of the registered voters in each election.
- c. Serial number to be on the front of each ballot on the stub.
- d. Vote by mail ballots must be printed by individual precincts using software generated precinct ID markers.
- e. Words “Vote by Mail and Precinct Number” to be printed on each ballot.
- f. All vote by mail ballots are to be scored and folded (see Section G, “Folds and Ballot Scoring”, for restrictions).
- g. The vote by mail ballots are to be packaged as follows:
 - 8 ½” x 11”, 8 ½” x 14” and 8 ½” x 18” ballots; scores and folds must be centered between vertical timing marks; score the folds. Folded ballots must fit into custom envelope not higher than approximately 5 5/8,” placed in box upright in sequential order. Ballots can be packed with more than one precinct in each box with markers in-between each precinct number. Attach a separate packing list, listing each serial number and precinct number with each box.
 - Vote by mail ballots are not to be stapled on pads nor packed in shrink-wrap.

4. Mail Ballot Precincts:

- a. Number sequentially through each precinct. Each precinct to start with one (1). There will be four digits in each serial number run “0001”.
- b. Serial number to be on the front of each ballot; on the stub.
- c. Mail ballots must be printed by individual precinct.
- d. Words “Mail and precinct number” to be printed on each ballot.
- e. All mail ballots to be scored and folded (See Section G, “Folds and Ballot Scoring” for restrictions).
- f. The mail ballots are to be packaged as follows:

- 8 ½" x 11", 8 ½" x 14" and 8 ½" x 18" ballots; scores and folds must be centered between vertical timing marks; score the folds. Folded ballots must fit into custom envelope not higher than approximately 5 5/8," placed in box upright in sequential order. Ballots can be packed with more than one precinct in each box with markers in-between each precinct number. Attach a separate packing list, listing each serial number and precinct number with each box.
- Mail ballots are not to be stapled on pads, nor packed in shrink-wrap.

5. Duplicates:

- a. Number sequentially through entire order(s). Each duplicate ballot to have unique consecutive number.
- b. Serial number to be on front of each ballot; no stub required.
- c. Duplicate ballots must be printed by individual precinct, and party when required.
- d. Words "Duplicate and precinct number" to be printed in green ink on each ballot.
- e. Duplicates are not to be stapled on pads nor packed in shrink-wrap.

6. Extra Boxes:

- a. County requires flat, empty ballot boxes for polling place supplies. Approximately 800-1000 boxes are needed for each election to fit the size of the ballot (8 ½" x 11", 8 ½" x 14" or 8 ½" x 18").

J) Additional Ballot Information

1. Based on vendor's capacity, County shall never be left off the print schedule prior to a non-contracted county.
2. Vote by Mail Ballots
 - a. The ballot design/watermark and color is determined by the Secretary of State's Office. The design and tint must appear on the ballot itself (for example, in the top portion of the ballot with the title of election, instructions, etc.). The ballot color cannot be printed in any of the restricted areas specified in the RFP.
 - b. Serial numbers are unique to each precinct. Each precinct serial number begins with 1 and ends with the last number/quantity of ballots ordered for that precinct.
 - c. The two 1" ballot stubs are at the top of the ballot with a horizontal perforation between the stubs and the ballot and a vertical perforation in-between the two stubs. One stub (or receipt on the right hand side of the ballot) is for the voter to tear off from the perforation and keep and the other, on the left side, is left stapled to the other stubs or ballots remaining. The ballot with the two stubs is for the polling place ballots only.
 - d. The county requires samples of perforations prior to printing of ballots.
3. Precinct Ballots
 - a. Fresno County has 1,700 county-wide precincts, but because of consolidations we normally have approximately 400-500 voting precincts for a major election (Primary or General).
 - b. There are stubs on the precinct or polling place ballots that are 1" in height located at the top of the ballot.

- c. The precinct ballots are sequentially numbered within each precinct.
- d. There is a serial number printed on the stub.
- e. The type of ballot (Vote by Mail, Mail Ballot Precinct, Polling Place or Duplicate) is printed in black ink, red ink, green ink or blue ink depending on the type of ballot; precinct number; and instructions. The title of the election is printed in black ink. All of this information is printed on the top portion of the ballot before the ovals and where restricted areas begin. Ballots are to be printed in four colors.
- f. Precinct ballots or poll ballots are packaged in boxes, by precinct, clearly labeled. Ballots are flat, not folded and are packaged and stapled normally in groups of 50 and then shrink-wrapped within the group of 50. If there are fewer than 50 then whatever the number that group is stapled and shrink-wrapped.

4. Duplicate Ballots

- a. Packaging requirements for duplicate ballots: duplicate ballots are flat; no stub; no staple and are shrink-wrapped by precinct. Multiple precincts can be packaged in one box once shrink-wrapped.

5. Test Ballots

- a. The County will not provide digital data to mark L&A test decks. The County will provide the standard of which L&A test deck is needed.
- b. The format will be provided on the ballot order.

6. Polling Place Ballots

- a. Number sequentially through each precinct. Each precinct to start with one (1). There will be four digits in each serial number run, "0001."
- b. Serial number to be on the front of each ballot; on the stub.
- c. Package only one precinct per box. Label outside of each box as specified in "Submission of Order" section.
- d. Individual precinct boxes to be packed on a pallet, in a specific routing order, as specified by the county.
- e. The words "Polling place and precinct number" in black in on each ballot.
- f. Ballots can be either stapled on a pad of 50 (or in quantity of 10 for Minor Parties when applicable for a Primary Election) or shrink-wrapped or stapled and shrink-wrapped. Vendor should provide a quote on each method.
- g. No folds or scoring of the ballots.

7. Absentee Ballots

- a. Number sequentially through each precinct. Each precinct to start with one (1). There will be four digits in each serial number run, "0001."
- b. The total number of absentee ballots required averages approximately 25% of the registered voters in each election.
- c. Serial number to be on the front of each ballot; on the stub.
- d. Absentees must be printed by individual precinct using software generated precinct ID markers.

- e. Words "Absentee Ballot and precinct number" to be printed in red ink on each ballot.
- f. Precinct number may be printed in black ink.
- g. All absentees to be scored and folded (see Section G, "Folds and Ballot Scoring", for restrictions).
- h. The absentees are to be packaged as follows:
 - 8 ½" x 11" and 8 ½" x 14" ballots: scores and folds must be centered between vertical timing marks; score the folds. Folded ballots must fit into custom envelope not higher than approximately 5 5/8," placed in box upright in sequential order. If ballots will fit, vendor can pack more than one precinct in each box. Put brightly colored marker in-between each precinct number. Attach a separate packing list, listing each serial number and precinct number with each box.
 - 8 ½" x 18" ballot: scores and folds must be centered between vertical timing marks; score the folds. Folded ballots must fit into a custom envelope not higher than approximately 5 5/8," placed in box upright in sequential order. If ballots fit, vendor can pack more than one precinct in each box. Put brightly colored marker in-between each precinct number. Attach a separate packing list.
 - Absentee ballots are not to be stapled on pads nor packaged in shrink-wrap.

K) Other requirements and scenarios:

1. For the efficiency of the election operation describe how you would address the following situations:
 - a. On election morning at 5:00 a.m. the county is notified that an Inspector's supplies and polling place ballots that were issued to them at 10 days before the election, have been stolen. Replacement ballots and supplies will need to be delivered out to the polling place as quickly as possible. Please describe how you would be able to deliver replacement ballots to the county to meet this need or what other back-up plan you have in place to meet this need.
 - b. Describe how your company will be able to print and deliver replacement ballots to polling locations within a two hour turnaround time. Include your company's security measures for protecting data and delivering ballots to polling locations.
 - c. The county is required to duplicate ballots that are damaged or ballots that cannot be processed through the voting machine. This canvass process takes place up to 28 days after an election. If the county runs short on duplicate ballots it is important that an order for additional duplicate ballots is placed with the vendor immediately and ballots delivered to the county as quickly as possible. Please explain how you would be able to accommodate this situation and how long it would take for delivery.
 - d. Vendor needs to provide one sample of each size of printed ballots (8 ½" x 11", 8 ½" x 14" and 8 ½" x 18") and one outgoing envelope and one return envelope with the same specification as listed in this RFP (Section II A, No. 9).

L) Quantity and Category of Ballots:

The following election schedule displays both past and future election dates, actual and estimated quantities, and category of ballots ordered, or to be ordered for each election. (The illustration does not address special elections.) The quantities for future dates indicated are approximations of the quantities required and are not binding on the Elections Office.

The Elections Office reserves the right to order ballot quantities in accordance with the size of the election.

June 3, 2014: Gubernatorial Primary Quantity Ballot Types: 62 Voting Precincts: 369 Vote by Mail Precincts: 78 Poll Locations: 246 Voter Registration at E-15: 412,181 14" ballot	Polls Ballots	281,290
	Duplication Ballots	56,245
	Counter Ballots	109,760
	Vote by Mail Ballots	150,055
	Mail Ballots	10,562
	Counter Spanish Ballots	9,100
	Polls Spanish Ballots	34,250
	Duplication Spanish Ballots	6,230
Total		657,492

November 4, 2014: General Election Quantity Ballot Types: 207 Voting Precincts: 392 Vote by Mail Precincts: 185 Poll Locations: 253 Voter Registration at E-15: 416,433 14" ballot	Polls Ballots	265,000
	Duplication Ballots	56,245
	Counter Ballots	75,000
	Vote by Mail Ballots	150,055
	Mail Ballots	10,562
	Counter Spanish Ballots	9,100
	Polls Spanish Ballots	34,250
	Duplication Spanish Ballots	6,230
Total		606,442

June 7, 2016: Presidential Primary Quantity Ballot Types: 207 Voting Precincts: 392 Vote by Mail Precincts: 185 Poll Locations: 253 Voter Registration at E-15: 426,433 14" ballot	Polls Ballots	291,290
	Duplication Ballots	56,245
	Counter Ballots	109,760
	Vote by Mail Ballots	160,055
	Mail Ballots	10,562
	Counter Spanish Ballots	9,100
	Polls Spanish Ballots	34,250
	Duplication Spanish Ballots	6,230
Total		677,492

November 8, 2016: Presidential General Quantity Ballot Types: 207 Voting Precincts: 392 Vote by Mail Precincts: 185 Poll Locations: 253 Voter Registration at E-15: 426,433 14" ballot	Polls Ballots	291,290
	Duplication Ballots	56,245
	Counter Ballots	109,760
	Vote by Mail Ballots	160,055
	Mail Ballots	10,562
	Counter Spanish Ballots	9,100
	Polls Spanish Ballots	34,250
	Duplication Spanish Ballots	6,230
Total		677,492

SECTION II: MAIL BALLOT PROCESSING AND VOTE BY MAIL ENVELOPES

- A) Insert outgoing vote by mail pieces through an automated process with voter specific data (Section II, G) printed on the vote by mail envelope for all vote by mail voter data extracts. This includes a barcode scanner attached to the printer for quality control. For quality control purposes, vendor must explain how their company confirms barcode readability.
1. The outgoing mail preparation and inserting typically begins at approximately 56 days prior to an election. Additional mail preparation and inserting continues through six days prior to an election. The quantity of mail typically decreases with each mailing. This process must be available to the County of Fresno from twenty-nine days prior to an election to six days prior to an election.
 2. On-site secure storage of all ballot materials prior to processing is required.
 3. Delivery of envelopes specified in Section II A, No. 9 below will be required no later than 55 days prior to each election shipped to the County of Fresno.
 4. IMB (Intelligent Mail Barcode) is required by the United States Post Office.
 5. Once the voter data file is forwarded to the vendor the required turnaround time is 1 to 2 days.
 6. After county receives and reviews electronic samples, the vendor may print paper samples.
 7. A county representative will not be on site at mailer to approve ink jetted samples. An original sample envelope needs to be sent to the County for testing. The County requires a sample of 50 envelopes for testing of the sorter. This sample must include various precincts.
 8. The following barcodes must be tested by the vendor for readability:
 - a. The return envelope barcode of the precinct number which is used in sorting the return envelope through our sorter.
 - b. The barcode of the voter ballot issue ID which is used when returning the ballot manually on our election management system and through our Vote Remote system.
 9. Preparation will include the printing of variable voter data (Section II, G: Printing Specifications for Variable Voter Data) with specific barcodes provided by the county on the ballot return envelope and the automated insertion of that envelope into the outgoing window envelope. The vote by mail ballot package will consist of the following:
 - a. Return envelope (approximately 9" x 5 5/8") with variable voter data. Voter name and mailing address with delivery point barcode must show through the window of the outgoing window envelope. The specifications for the vote by mail return envelope are as follows:
 - Paper – weight and color required: 24 lb. standard weight; colors are orchid, orange, green, yellow, and blue.
 - Ink – number of colors required on the front, back and inside: 2 colors, black and red
 - Flap – remoisten glue
 - A printed ID return envelope is provided in Attachment II.

- b. Outgoing window envelope (approximately 9 ½" x 5 7/8" with custom window) – 24 lb. standard weight. The specifications for the vote by mail outgoing envelope are as follows:
 - Paper color required: White
 - Window – approximate 1 ¾" x 4"; position is in the right hand corner; cellophane window
 - c. Official Ballot (8 ½" x 11"; 8 ½" x 14" or 8 ½" x 18"). Official ballots are divided into separate precincts as called for by a specific election and must be separated and matched with the corresponding voter addressed return envelope.
 - d. Separate instructions to the voter (8 ½" x 11" paper), which may be on colored paper and require folding.
- B) Receive approval from the United States Postal Service on all envelope artwork and design of envelopes.
- C) Guarantee a perfect match between the voter specific return envelope and precinct specific ballots and other materials during an automated inserting process. This includes a 1 to 1 match on inserter with codes on ballot and vote by mail return/reply envelopes.
- D) Prepare vote by mail mailings per USPS requirements. If awarded contract, contract will allow vendor to bill County for first class postage.
- E) Must comply with USPS "move update" requirements, NCOA (National Change of Address) and IMB (Intelligent Mail Barcode).
- F) Must provide five electronic samples of ink-jetted reply envelopes with sample variable voter data for county review. County will test ballot ID barcode. Vendor must not change ink-jet setting while waiting for county approval.
- G) Printing Specifications for Variable Voter Data
1. Registered voter information: Fresno County will provide the variable information for each registered voter on electronic media in a fixed field format.
 - a. All variable information will be printed on the return vote by mail envelope. The name and mailing address of the registered voter will be printed on the envelope and will show through the window of the outgoing envelope when inserted.
 - b. The name and address block consists of:
 - Vote by Mail ID (3 of 9 barcode)

Job Line	Job number Sequence number of ballot within precinct Mail or vote by mail indicator Vote by mail ID
County Line	Election Date Voter's political party Voting precinct Voter affidavit (registration) ID
Voter Name	Voter Mailing Address (lines 1 – 3) Zip Code (post net barcode)

- The residence address block is printed on the envelope at a separate location. This information includes residence address, city, state and zip code.

2. Barcode printing:

- A delivery-point barcode consisting of the ZIP + 4 code for the mailing address of the voter will be printed under the job line. The barcode must meet all of the USPS POSTNET barcode specifications for height, weight and pitch. The barcode must show clearly in the window of the outgoing envelope with a 1/8" clearance when the return envelope is inserted into the outgoing window envelope and tapped in any direction.
- A human readable code line will be printed in a human readable font above the name/address on the return envelope, and will be positioned to show through the window of the outgoing window envelope. It will be printed on the return envelope at approximately 2 1/4" above the bottom and start at 4" from the right hand edge. The font will be no smaller than eight lines per inch (LPI) and 12 characters per inch (CPI).
- The format of the human readable code line shall be:

<u>Field Description</u>	<u>Length</u>	<u>Sample</u>
Election date	8	19990608 yyymmdd
Election number	1	1
File type	8	Regular, mailed, military
File Date	8	19990512 yyymmdd
Voter's Political Party	3	REP
Voting Precinct	4	0501
Affidavit number	10	00F123456
Issue number	1	1
Voter Name	41	William J Henderson Jr
Residence Add	50	123 W Fountain Way
Res City/State/Zip	33	Fresno, CA 93711
Mailing Address	50	PO Box 1234
Mailing City	13	Fresno
Mailing State	2	CA
Mailing Zip	5	93722

Note: File Date is the date the file was generated and will be used to distinguish one file from another of the same file type.

Label format for mailing address information:

090519-1 0501 00F123456 1 (Election date; election number; voting precinct; affidavit number; issue number)
 William J Henderson Jr
 PO Box 1234
 Fresno, CA 93722

- d. Human readable lines will be printed above the code 3 of 9 barcode approximately ¼" from the left-hand edge of the envelope. The format will be as follows: 6 character election date
- H) Once the inserting is complete, the outgoing mailer will be sealed and presorted according to USPS requirements for Non-Profit or First Class mail (whichever is applicable). The vendor will be responsible for delivering the sealed outgoing mailer to the Fresno BMEU (Bulk Mail Election Unit).
- I) Other requirements and scenarios:
 - 1. For the efficiency of the election operation describe how you would address the following situations:
 - a. Describe, in detail, your vote by mail process from printing ballots to ballots going in the mail. Describe the vote by mail integration process that you provide (if any) between the vote by mail ballot printing, printing of vote by mail envelopes, processing the voter data for the vote by mail reply envelope, inserting the vote by mail ballot and envelope and delivering the mail to the BMEU. Please provide reports that demonstrate your capabilities regarding this process.
 - b. Describe the mechanism you use and provide reports to demonstrate the process to prevent a vote by mail voter from receiving the wrong precinct or the wrong party ballot.
 - c. What safeguards do you have in place to prevent a situation where the printed ballots for an election will not read through the AccuVote machines? Do you have a quality check process in place to prevent this from happening? Please provide reports that demonstrate your capabilities regarding this process.

SECTION III: OTHER INFORMATION

A) Financial Stability/Vendor Financial Information

Vendor shall submit copies of the most recent years independently audited or reviewed financial statements, as well as those for the preceding three years, if they exist. The submission shall include the audit opinion, balance sheet, income statement, retained earnings, cash flows, and notes to the financial statements. If independently audited financial statements do not exist for the vendor, the vendor shall state the reason and, instead, submit sufficient information such as the latest Dun and Bradstreet report to enable the Evaluation Committee to determine the financial stability of the vendor. The County may request and the vendor shall supply any additional financial information requested in a timely manner.

Vendor should provide their legal name, and if vendor is a corporation, provide state and date of incorporation. If vendor is a corporation, the names of the three largest shareholders and their percentage ownership should be provided. If vendor has a parent corporation, please provide the names of its three largest shareholders and their percentage ownership.

If any of the above information is confidential for your company, please include the information and place it in an envelope marked "Confidential".

B) Emergency Contingency Plan

Vendors must provide an emergency contingency plan with their proposal which describes how and where ballots will be printed in case of a major interruption in services at the vendor's primary printing location.

C) Management Plan

Vendors must fully describe their management plan in their proposal. The following areas should be discussed:

Organizational Structure, Staff Qualifications including Resumes, Project Management, Financial Management, Quality Control, Continuous Process Improvement, Customer Relations and Communication, Staff Training and Support, and Timely Deliverables to Customers.

Vendor should provide their legal name, and if vendor is a corporation, provide state and date of incorporation. If vendor is a corporation, the names of the three largest shareholders and their percentage ownership should be provided. If vendor has a parent corporation, please provide the names of its three largest shareholders and their percentage ownership.

D) Experience in a California County

Vendor should indicate if they have experience in the last three years printing ballots for multiple elections, multiple counties, multiple parties, and California counties with over 400,000 registered voters in a county-wide primary or general election. Vendor should specify the year, number of ballots printed and county served.

E) Security (Ballot, Data, Personnel, Facilities)

1. What are your facility's physical, electronic and event detection security protocols, including all processing, data, and production areas? Attach a copy of your ballot security measures in your proposal response.
2. What is your security process for destruction of excess, damaged, or defective ballots?
3. How do you ensure data transfers are secure?
4. How do you ensure the long term security of data files? How long do you store data files?

F) Printer must have extensive knowledge of GEMS™ Version 1.18 and must be able to accept GBF files used to build ballot layout pages.**G) The turnaround time for envelopes is next day. The turnaround time for election day ballots is two hours. Printing and inserting must be done in California.****H) The current vendor is Integrated Voting Solutions, 1931 G Street, Fresno, CA 93706.****I) Fresno County Clerk shall be provided full access to all of the contracted vendor's production facilities.****J) The Vendor Information Matrix in Attachment III must be completed and included with your proposal.**

COST PROPOSAL

Note: Vendors must provide a quote for both Sections I and II. Price quotes should include the following information:

SECTION I - BALLOT PRINTING

1. Costs, per ballot, based on 8 ½" x 11", 8 ½" x 14" or 8 ½" x 18" ballots (as specified). Please indicate if costs vary depending on when the ballot artwork and ballot order is received from the county. Pricing should include shipping charges.
2. Costs, per ballot, based on 8 ½" x 11", 8 ½" x 14" or 8 ½" x 18" ballots for political party specific ballots and quantities as specified in "Scope of Work - Introduction." Please indicate if costs vary depending on when the ballot artwork and ballot order is received from the county. Pricing should include shipping charges.
3. Supplemental ballot order charges, when applicable.
4. Split packaging charges for shipment to separate destinations, if applicable. For example, counter vote by mail ballots will be shipped to the County Clerk/Registrar of Voters and regular vote by mail ballots will be shipped to vote by mail processing vendor.
5. Data Base set-up charges for ballot printing.
6. Minimum order charge for ballot printing.
7. Empty ballot boxes.
8. Fill-in all items included in Attachment III: Vendor Information Matrix.
9. Pre-payment discounts for early payment if applicable.
10. Additional costs not included above.

SECTION II - MAIL BALLOT PROCESSING AND VOTE BY MAIL ENVELOPES

Vendor is to provide a complete outgoing vote by mail process which consists of the following and include costs for the following:

1. Provide all vote by mail envelopes (outgoing and reply envelopes)
 - a. Breakdown of costs per envelope.
2. Inkjet all vote by mail envelopes with variable data (as specified)
 - a. Breakdown of costs for data base setup.
3. Automation process for machine insertion of all vote by mail ballots.
4. If applicable, costs for mail ballot processing if variable data is received "early" and costs if variable data is received "late".
5. Preparation for mailing.
6. Fill-in all items included in Attachment III: Vendor Information Matrix.
7. Pre-payment discounts for early payment if applicable.
8. Additional costs not included above.

PROPOSAL CONTENT REQUIREMENTS

It is important that the vendor submit his/her proposal in accordance with the format and instructions provided under this section. Doing so will facilitate the evaluation of the proposal. It will limit the possibility of a poor rating due to the omission or mis-categorization of the requested information. Responding in the requested format will enhance the evaluation team's item by item comparison of each proposal item. The vendor's proposal may be placed at a disadvantage if submitted in a format other than that identified below.

Bidders are requested to submit their proposals in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified. Each page should be numbered.

Each binder is to be clearly marked on the cover with the proposal name, number, closing date, "Original" or "Copy", and bidder's name.

Merely offering to meet the specifications is insufficient and will not be accepted. Each bidder shall submit a complete proposal with all information requested. Supportive material may be attached as appendices. All pages, including the appendices, must be numbered.

Vendors are instructed not to submit confidential, proprietary and related information within the request for proposal. If you are submitting trade secrets, it must be submitted in a separate binder clearly marked "TRADE SECRETS", see Trade Secret Acknowledgement section.

The content and sequence of the proposals will be as follows:

- I. RFP PAGE 1 AND ADDENDUM(S) PAGE 1 (IF APPLICABLE) completed and signed by participating individual or agency.
- II. COVER LETTER: A one-page cover letter and introduction including the company name and address of the bidder and the name, address and telephone number of the person or persons to be used for contact and who will be authorized to make representations for the bidder.
 - A. Whether the bidder is an individual, partnership or corporation shall also be stated. It will be signed by the individual, partner, or an officer or agent of the corporation authorized to bind the corporation, depending upon the legal nature of the bidder. A corporation submitting a proposal may be required before the contract is finally awarded to furnish a certificate as to its corporate existence, and satisfactory evidence as to the officer or officers authorized to execute the contract on behalf of the corporation.
- III. TABLE OF CONTENTS
- IV. CONFLICT OF INTEREST STATEMENT: The Contractor may become involved in situations where conflict of interest could occur due to individual or organizational activities that occur within the County. In this section the bidder should address the potential, if any, for conflict of interest and indicate plans, if applicable, to address potential conflict of interest. This section will be reviewed by County Counsel for compliance with conflict of interest as part of the review process. The Contractor shall comply with all federal, state and local conflict of interest laws, statutes and regulations.

V. TRADE SECRET:

A. Sign where required.

VI. CERTIFICATION – DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS

VII. REFERENCES

VIII. PARTICIPATION

IX. EXCEPTIONS: This portion of the proposal will note any exceptions to the requirements and conditions taken by the bidder. If exceptions are not noted, the County will assume that the bidder's proposals meet those requirements. The exceptions shall be noted as follows:

- A. Exceptions to General Conditions.
- B. Exceptions to General Requirements.
- C. Exceptions to Specific Terms and Conditions.
- D. Exceptions to Scope of Work.
- E. Exceptions to Proposal Content Requirements.
- F. Exceptions to any other part of this RFP.

X. VENDOR COMPANY DATA: This section should include:

- A. A narrative which demonstrates the vendor's basic familiarity or experience with problems associated with this service/project.
- B. Descriptions of any similar or related contracts under which the bidder has provided services.
- C. Descriptions of the qualifications of the individual(s) providing the services.
- D. Any material (including letters of support or endorsement) indicative of the bidder's capability.
- E. A brief description of the bidder's current operations, and ability to provide the services.
- F. Copies of the audited Financial Statements for the last three (3) years for the agency or program that will be providing the service(s) proposed. If audited statements are not available, compiled or reviewed statements will be accepted with copies of three years of corresponding federal tax returns. This information is to be provided after the RFP closes, if requested. **Do not provide with your proposal.**
- G. Describe all contracts that have been terminated before completion within the last five (5) years:
 - 1. Agency contract with

2. Date of original contract
 3. Reason for termination
 4. Contact person and telephone number for agency
- H. Describe all lawsuit(s) or legal action(s) that are currently pending; and any lawsuit(s) or legal action(s) that have been resolved within the last five (5) years:
1. Location filed, name of court and docket number
 2. Nature of the lawsuit or legal action
- I. Describe any payment problems that you have had with the County within the past three (3) years:
1. Funding source
 2. Date(s) and amount(s)
 3. Resolution
 4. Impact to financial viability of organization.
- XI. SCOPE OF WORK:
- A. Bidders are to use this section to describe the essence of their proposal.
- B. This section should be formatted as follows:
1. A general discussion of your understanding of the project, the Scope of Work proposed and a summary of the features of your proposal.
 2. A detailed description of your proposal as it relates to each item listed under the "Scope of Work" section of this RFP. Bidder's response should be stated in the same order as are the "Scope of Work" items. Each description should begin with a restatement of the "Scope of Work" item that it is addressing. Bidders must explain their approach and method of satisfying each of the listed items.
- C. When reports or other documentation are to be a part of the proposal a sample of each must be submitted. Reports should be referenced in this section and submitted in a separate section entitled "REPORTS."
- D. A complete description of any alternative solutions or approaches to accomplishing the desired results.
- XII. COST PROPOSAL: Quotations may be prepared in any manner to best demonstrate the worthiness of your proposal. Include details and rates/fees for all services, materials, equipment, etc. to be provided or optional under the proposal.
- XIII. CHECK LIST

AWARD CRITERIA

CAPABILITY AND QUALIFICATIONS

1. Do the service descriptions address all the areas identified in the RFP? Will the proposed services satisfy County's needs?
2. Does the vendor demonstrate knowledge or awareness of the problems associated with providing the services proposed and knowledge of laws, regulations, statutes and effective operating principles required to provide this service?
3. Does the vendor demonstrate that their availability to the County of Fresno meets the requirements?
4. Does the vendor demonstrate that they are able to print all sizes of the ballot, as required, and do they meet all of the ballot specifications?
5. Did the vendor provide system reports that meet the requirements as specified in the RFP for vote by mail processing (inserting ballots, etc.)?
6. Did the vendor provide samples of printed ballots and envelopes as specified in the RFP?
7. Did the vendor meet the requirements of and provide samples of barcode printing voter data for the vote by mail reply envelope as specified in the RFP?
8. Did the vendor demonstrate that they can meet the expected volume of ballots to be printed and/or vote by mail processing for all elections in a timely manner?
9. Did the vendor indicate a sufficient amount of experience providing the services desired in a California County with over 400,000 registered voters?
10. Are the vendor's financial audit statements satisfactory? Is the company in an acceptable financial position?
11. Did the vendor describe effective security measures for protecting data and delivering ballots to polling locations?

COST

1. As submitted under the "COST PROPOSAL" section.
2. Did the vendor complete the Vendor Information Matrix (Attachment III)?
3. Are the costs competitive?

MANAGEMENT PLAN

1. Is the organizational plan and management structure adequate and appropriate for overseeing the proposed services?
2. Can the management structure respond to the immediate needs of the County and provide quick turnaround times if needed?
3. How will the vendor ensure effective communication with the County before, after, and during election cycles? Can the vendor ensure that communication is readily available and responses to County requests are provided in a timely or expedited manner?
4. Did the vendor describe an acceptable contingency plan in case of an interruption in services provided at the primary facility?
5. Does the management plan ensure that a system is in place for effective quality control?

CHECK LIST

This Checklist is provided to assist vendors in the preparation of their RFP response. Included in this list, are important requirements and is the responsibility of the bidder to submit with the RFP package in order to make the RFP compliant. Because this checklist is just a guideline, the bidder must read and comply with the RFP in its entirety.

Check off each of the following:

1. _____ The Request for Proposal (RFP) has been signed and completed.
2. _____ Addenda, if any, have been completed, signed and included in the bid package.
3. _____ **One (1) original plus five (5) copies** of the RFP have been provided.
4. _____ **Two (2) *reproducible compact discs** of the RFP have been provided.
5. _____ The completed *Trade Secret Form* as provided with this RFP (Confidential/Trade Secret Information, if provided must be in a separate binder).
6. _____ The completed *Criminal History Disclosure Form* as provided with this RFP.
7. _____ The completed *Participation Form* as provided with this RFP.
8. _____ The completed *Reference List* as provided with this RFP.
9. _____ Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFP.
10. _____ Lastly, on the **LOWER LEFT HAND CORNER** of the sealed envelope, box, etc. transmitting your bid include the following information:

County of Fresno RFP No.	<u>966-5353</u>
Closing Date:	<u>July 6, 2015</u>
Closing Time:	<u>2:00 P.M.</u>
Commodity or Service:	<u>Ballot Printing</u>

Return Checklist with your RFP response.

ATTACHMENTS

- I. Ballot Specifications
- II. Envelope
- III. Matrix



AccuVote-OS

Ballot Specifications Guide

Revision: 1.0

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Ballot Specifications Guide

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Document History

Revision	Date	Remarks
1.0	June 7, 2012	Updated document to reflect ES&S. Removed references to national paper distribution program.

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1. Introduction

This document states the specifications for the printing and cutting of AccuVote-OS ballots to be used with AccuVote-OS, AccuVote-OSX, DRS PhotoScribe PS900 iM2/PS960, and AutoMARK VAT ballot processing units.

1.1. Audience

This document is intended for all print shops, client election administrators and technical support staff, as well as Election Systems and Software's election and ballot printing support staff involved in the printing of AccuVote-OS ballot artwork.

2. Ballot Paper Stock

All election ballots must be printed on the same paper stock.

The paper stock recommended by Election Systems and Software depends on the ballot scanning and processing devices used in the election jurisdiction. If only AccuVote-OS units are used, or only AccuVote-OS and AutoMARK VAT units are used, 90lb. Index ballot stock is recommended. If newer ballot scanning and processing devices, such as AccuVote-OSX or DRS PhotoScribe units are used, with or without other Election Systems and Software ballot scanning and processing device types, 90lb. Text stock is recommended.

Two kinds of 90lb. Text stock are available. Standard 90lb. Text stock, or the new ECO-ASSURE 90lb Text stock. The ECO-ASSURE paper made from 30% post-consumer recycled fiber and is manufactured with a non-reproducible watermark. This watermark is undetectable to Election Systems and Software ballot scanning devices and, unlike conventional printed watermarks, may appear anywhere on the ballot card. (See appendix C for a sample of the ECO-ASSURE watermark.)The Standard 90lb. Text stock is made from non-recycled paper and has no watermark.

Basis weight and preferred specifications for ballot paper stock are provided below.

2.1.1. Standard 90lb. Text

The weight of the paper stock should be 133 g/m² (90lb.Text) for election environments that use AccuVote-OSX or DRS PhotoScribe PS900 iM2/PS960 units, with or without other Election Systems and Software ballot scanning and processing device types.

The preferred specifications for this paper are:

133 g/m ² Standard 90lb. Text					
	LOWER LIMIT	LOWER CONTROL	TARGET	UPPER CONTROL	UPPER LIMIT
Caliper (mils)	6	6.5	7	7.2	7.5
Opacity (%)	94	--	--	--	--
Brightness (%)	93.5	94	94.5	--	--
Smoothness (Sheffield units)	60	70	90	110	120

Figure 2-1: 133 g/m² Standard 90lb. Text

Caliper: Thickness of the paper measured in thousandths of an inch.

Opacity: The amount of light absorbed versus reflected by the paper, as measured using a Huygen opacimeter.

Brightness: Reflectance of the paper when measured under a calibrated wave of light. Measurement is based on a standard of 100% reflectance with respect to blue light with specific spectral properties.

Smoothness: Measurement of surface "roughness" of the paper on the Hagerty scale.

2.1.2. ECO-ASSURE 90lb. Text

The weight of the paper stock should be 133 g/m² (90lb.Text) for election environments that use AccuVote-OSX or DRS PhotoScribe PS900 iM2/PS960 units, with or without other Election Systems and Software ballot scanning and processing device types.

The preferred specifications for this paper are:

133 g/m ² ECO-ASSURE 90lb. Text					
	LOWER LIMIT	LOWER CONTROL	TARGET	UPPER CONTROL	UPPER LIMIT
Caliper (mils)	5.5	6	6.5	6.7	7
Opacity (%)	94	--	--	--	--
Brightness (%)	91	91.5	92	--	--
Smoothness (Sheffield units)	85	95	115	135	145

Figure 2-2: 133 g/m² ECO-ASSURE 90lb. Text

Caliper: Thickness of the paper measured in thousandths of an inch.

Opacity: The amount of light absorbed versus reflected by the paper, as measured using a Huygen opacimeter.

Brightness: Reflectance of the paper when measured under a calibrated wave of light. Measurement is based on a standard of 100% reflectance with respect to blue light with specific spectral properties.

Smoothness: Measurement of surface "roughness" of the paper on the Hagerty scale.

2.1.3. 90lb. Index

The weight of the paper stock should be 163 g/m² (90lb. Index) for election environments that use AccuVote-OS scanners only, or AccuVote-OS scanners and AutoMARK VAT units only. Note that '90lb. Index' is a guideline and not a specification. The physical thickness of the paper should supersede any basis weight factors:

163 g/m ² 90lb. Index	
Thickness (Caliper)	0.0070 in. ± 0.0005 in.

Figure 2-3: 163 g/m² 90lb. Index

3. Ballot Characteristics

3.1. Materials

No embossed or printed patterns or smudges shall be present. The ballot stock is NOT to be 'pre-scored' for folds prior to press printing. See section 7, *Folds, Scoring, Perforations and Stubs* for ballot scoring specifications.

3.2. Physical dimensions

The physical ballot sizes are as follows:

Width	8.500 in.	+ 0.050 in. - 0.050 in.
Length	11.000 in.	+ 0.060 in. - 0.000 in.
	14.000 in.	+ 0.060 in. - 0.000 in.
	17.000 in.	+ 0.060 in. - 0.000 in.
	18.000 in.	+ 0.060 in. - 0.000 in.

Figure 3-1: Ballot Sizes

3.3. Ballot cutting

The cutting of the ballot must be kept within the printed 'cut tolerance marks' as shown in figure 3-2. These marks are 0.030 in. (approximately 1/32 in.) wide by 0.125 in. (1/8 in.) long. They specify the four corners of the ballot **on both sides**. When the ballot is cut to its proper size, a small portion of these marks (approx. 0.010 in.) **MUST** still be present on all four corners of the ballot's edges **on both sides of the ballot**. Accurate front to back registration of the printed image will improve the vendor's ability to meet the ballot cutting specifications.

3.4. Ballot curl

The curl of the ballot shall be measured from a flat reference surface. The maximum allowable curl of the ballot measured from the flat surface to the most protruding point of curl on the ballot is **0.050 in.** This dimension applies to the ballot in both face up and face down orientations.

4. Printing

In the restricted zones of the ballot layout, only allowable background colors (refer to section 4.1, *Background colors*) and black non-reflective ink (refer to section 4.2, *Black ink*) will be used for printing as specified by each of the restricted zone descriptions (refer section 5, *Restricted Zones and Critical Marks*). Outside of the restricted zones, any color, ink, or watermark pattern may be used. Printed inks on the ballot must be completely dry prior to processing the ballot through the optical scanning device.

4.1. Background colors

The allowable background colors are listed in section 9, *Ballot Background Color Selections*. They are defined by the PANTONE® Color Management System (PMS). The selections provided are taken from the **PANTONE® Color Selector 1000 / Uncoated** book. Please refer to this table when specifying background colors.

4.1.1. Restrictions

The following describes the background color restrictions for any particular ballot. For each ballot, the background color in all of the restricted zones in the ballot layout must be of the same uniform color and density. The background color for the restricted zones must be selected from those provided in section 9, *Ballot Background Color Selections*. In the restricted zones, only one of the available colors provided can be used per ballot. Outside of the restricted zones, any color or watermark pattern can be used. Refer to section 5, *Restricted Zones and Critical Marks* for the specifications of the restricted zones of the ballot.

4.1.2. Color matching tolerances

In the restricted zones, the color selection must be printed within a tolerance match of '**4 (delta) e**'. It is recommended that the vendor use a reflective densitometer to check that the color is within specified tolerances prior to producing the ballots and that, throughout the production run, samples are periodically checked against the standard PANTONE® PMS color swatch.

4.2. Black ink

Black ink is used to print critical data elements such as the timing marks, diagnostic marks, and ballot ID marks. Black ink can also be used to print the voting position ovals. Black ink shall have a maximum reflectance of 5% at 620 nanometer wavelength (visible light) and at 940 nanometer wavelength (infra-red light). Ink normally containing a significant amount of black carbon in its formula should be able to meet this requirement, but it is recommended that the vendor use a reflective densitometer to check that the color is within specified tolerances prior to producing the ballots.

NOTE: Reflectance measurements are referenced to 100% absolute white (i.e., not paper white.)

4.3. Printed Image Registration

The front to back printed image registration will be within tolerances as long as the specifications for the ballot cutting (cut tolerance marks) have been met (refer to section 3.3, *Ballot cutting*) and the physical dimensions (refer to section 3.2, *Physical dimensions*) have been met.

5. Restricted Zones and Critical Marks

The layout of the ballot contains restricted zones where specifications must be held within the tolerances. Deviations from the specifications can affect the accuracy of the scanning of the ballot. The following subsections individually describe the restricted zones. For visual reference, refer to the figures provided in section 9, *Ballot Background Color Selections*.

Note: Printed watermarks, if used, may not be printed in any of the restricted zones described below. The ECO-ASSURE watermark, which is embedded in the ECO-ASSURE paper and is undetectable to Election Systems and Software ballot scanning devices, may appear anywhere on the ballot.

5.1. Calibration zones

The calibration zones are the areas on the top and bottom of both sides of the ballot. This equates to four zones. Each calibration zone is defined as the following area:

[0.260 in. from the cut edge of the ballot], by [the full width of the ballot (8.5 in.)]. Refer to the figures provided in section 9, *Ballot Background Color Selections*.

5.1.1. Text and watermarks

No text or watermark patterns can be printed in any of these four zones.

5.1.2. Background color

The background of the calibration zones must be uniform in color and density and must match the background color and density of the other restricted zones. Refer to section 4.1, *Background colors* for color restrictions.

5.1.3. Marks

No black ink (refer to section 4.2, *Black ink*) is to be used in any of the calibration zones. No marks, text, or smudges can exist in the calibration zones except for portions of the cut tolerance marks (refer to section 3.3, *Ballot cutting*).

5.2. Timing mark zones

The timing marks are the black rectangular marks (0.191 in wide by 0.063 in. height) that run along both sides of the ballot, front and back. This equates to four zones. The timing marks are spaced apart 0.250 in. on their centers. Each timing mark zone is defined as the following area:

[the full length of the ballot (11 in., 14 in., 17 in. or 18 in.) minus the calibration zones (top and bottom)], by

[0.125 in., from the center of each timing mark column, to either side of the timing mark column]. Refer to the figure provided in section 8, *Ballot Background Color Selections*.

5.2.1. Text and watermarks

No text or watermark patterns can be printed in any of these four zones.

5.2.2. Background color

The background of the timing mark zones must be uniform in the background color and density and must match the background color and density of the calibration zones. Refer to section 4.1, *Background colors* for color restrictions.

5.2.3. Marks

Black ink (refer to section 4.2, *Black ink*) is to be used to create the timing marks. The printed marks are to have sharp edged boundaries and are to be of uniform density. No marks, text, or smudges can exist in between the individual timing marks or above and below each timing mark column.

5.3. ID mark zones and diagnostic mark zones

The **ID marks** are the black rectangular marks (0.191 in. wide by 0.063 in. height) that run across the bottom of the ballot, front and back. The presence or absence of ID marks is different for each ballot style. The **diagnostic marks** are the black rectangular marks (0.191 in. wide by 0.063 in. height) that run across the top of the ballot, front and back. This full row of diagnostic marks is always the same for every ballot style. This equates to four zones. Each of these zones is defined as the following area:

[between the timing mark zones on each face of the ballot], by [0.092 in. above and below the center of each row of ID marks and diagnostic marks]. Refer to the figure provided in section 9, *Ballot Background Color Selections*.

5.3.1. Text and watermarks

No text or watermark patterns can be printed in any of these four zones.

5.3.2. Background color

The background of the ID mark and diagnostic mark zones must be uniform in the color and density and must match the background color and density of the calibration zones. See section 4.1, *Background colors* for color restrictions.

5.3.3. Marks

Black ink (refer to section 4.2, *Black ink*) is to be used to create the ID marks and diagnostic marks. The printed marks are to have sharp edged boundaries and are to be of uniform density. No marks, text, or smudges can exist in between the individual ID marks or in the 0.060 in. margin above and below each ID mark row and diagnostic mark row.

NOTE: The ballot identification text at the bottom of the ballot must be no closer than 0.060 in. to the ID mark row (refer to section 6.2, *Ballot identification text*).

5.4. Voting position zones

The voting position ovals are the marks that outline the data area to be filled in by the voter. Although the voting positions usually follow a column configuration, each voting position can be considered its own zone defined as the following area:

[0.125 in. to either side of the center of each oval], by [0.100 in. above and below the center of each oval]. Refer to the figures provided in section 9, *Ballot Background Color Selections*.

5.4.1. Text and watermarks

No text or watermark patterns can be printed in any of the voting position zones.

5.4.2. Background color

The background of the voting position zones must be uniform in the color and density and must match the background color and density of the calibration zones. Refer to section 4.1, *Background colors* for color restrictions.

5.4.3. Marks

The printed ovals are to have sharp edged boundaries and are to be of uniform density. Other than the oval line, no marks, text, or smudges can exist inside each voting position zone.

5.4.4. Thin oval lines

Any visible color (with sufficient contrast relative to the background color), including black ink (refer to section 4.2, *Black ink*) can be used to create the voting position ovals to a line thickness not to exceed 0.003 in.

5.4.5. Thick oval lines

Pantone colors 032U or 130U can be used, **on a white color background only**, to create the voting position ovals to a line thickness not to exceed 0.032 in.

6. Non-Restricted Zones and Non-Critical Marks

6.1. Non-restricted zones

Any area(s) NOT listed or described in section 5, *Restricted Zones and Critical Marks* are considered non-restricted zones. The background of these non-restricted zones can be any color or halftone. Any type of text, marks, and/or watermark patterns can be placed in these zones.

6.2. Ballot identification text

Ballot identification text that can optionally be placed below the ID marks on the front and back of the ballot bottom must be positioned as shown in the figures in section 9, *Ballot Background Color Selections*. The bottom of the text must not penetrate the calibration zone and the top of the text must be no closer than 0.060 in. to the ID marks. The height of the text must be no greater than 0.100 in (typically an 8 point font). The text can be printed in any color, including black ink (refer to section 4.2, *Black ink*).

6.3. General text

General text (e.g., headers, footers, candidate and race names) can be printed in any color or halftone, including black ink (refer to section 4.2, *Black ink*), or any font size as long as the text does not penetrate any of the restricted zones listed in section 5, *Restricted Zones and Critical Marks*.

6.4. Watermarks patterns and color striping

Watermark patterns and color striping can be printed in any color or halftone as long as the watermark pattern and/or color striping does not penetrate any of the restricted zones listed in section 5, *Restricted Zones and Critical Marks*.

7. Folds, Scoring, Perforations and Stubs

7.1. Folds and Scoring

Scoring or perforations for folded ballots must occur in between timing marks. Scoring or perforations cannot occur anywhere on the timing marks. The scoring or perforations must align with the equal and opposite side of the ballot. For example, if the scoring or perforations are to start between the 10th and 11th timing mark on the left side of the ballot, the scoring or perforations must end between the 10th and 11th timing mark on the right side of the ballot. This alignment must also occur on the reverse side of the ballot. Accurate printed image registration and ballot cutting will improve the vendor's ability to meet the specifications for ballot scoring.

NOTE: The location of score lines on the template is for convenience. Scores should be placed on the ballot to accommodate local envelope sizes. It should be noted that the fewer folds on the ballot, the better. Additionally, ballots may NOT be press printed on 'pre-scored' ballot stock.

7.2. Perforations and Stubs

Perforations for stubs can only exist on the top or bottom edge of the ballot. The line of perforations must be perpendicular to the side edges of the ballot (i.e., they cannot be skewed.) Perforations for creating a stub at one end of the ballot must not compromise the Ballot Length Dimensions (refer to section 3.2, *Physical dimensions*) when the ballot is separated from the stub nor can it compromise the calibration zone specifications (see section 5.1, *Calibration zones*).

Ballots must be separated from any stubs prior to processing the ballot through the optical scanning device. The perforations will have such characteristics that they do not create any debris after the ballot is separated from the stub. After a ballot is separated from the stub, the remaining perforation edge on the ballot will not have any material remaining that could fold over or otherwise cause interference with the processing of the ballot through the optical scanning device.

8. Marking Instruments and Labels

Which marking instruments to be used on ballots to be read on AccuVote-OS units will depend on the type of card reader the AccuVote-OS uses. There are two types of card readers: infrared and visible light. Infrared card readers only accept the following marking instruments:

- Berol 7700, 12/Pkg, Felt pen, black ink
- Eberhard Faber, 12/Pkg, Felt pen
- Pencil 4mm, Pencil, graphite, 4mm OD
- Contak 440, Pencil, graphite
- Sharpie Power Mark, Felt pen, black ink

Scanners that use visible light readers, including the PhotoScribe PS900 iM2/PS960 and the AccuVote-OSX, on the other hand, accept a broad range of marking instruments, including those listed above. Any dark colored, felt-tipped, ball-point, or roller-ball pen, or 2B pencil capable of leaving clearly discernable marks in voting ovals, with a minimum of potential bleed onto the opposing face of the ballot may be used.

Note: Under no circumstances should red, green, yellow or orange pens be used for marking ballots to be processed on AccuVote-OS units that use visible light card readers, or on PhotoScribe PS900 iM2/PS960 or AccuVote-OSX units.

Note: AccuVote-OS models that use infrared card readers are no longer in production. These models predate AccuVote-OS models A, B, C and D, which use visible light card readers.

8.1. Labels and Adhesive Materials

No labels or other adhesive materials should be placed on the ballots.

9. Ballot Background Color Selections

The following table describes allowable ballot background color selections. They are defined by the PANTONE® Color Management System (PMS). The selections in the table are taken from the **PANTONE® Color Selector 1000 / Uncoated** book.

In the left column, the name listed is a general category description of the colors. In the right column is the PMS color specification and an interpreted description of each PANTONE® color swatch under fluorescent lighting (D50 illuminant). Any interpreted color descriptions containing two color names (e.g. GREEN/YELLOW) indicate the major color component on the left and the minor color component on the right.

Color	PMS Specification	Color description
Blue	PMS 656 U	BLUE
Brown	PMS 720 U PMS 4685 U PMS 726 U PMS 157 U PMS 475 U PMS 474 U PMS 482 U PMS 4755 U	BROWN BROWN BROWN BROWN/ORANGE BROWN/ORANGE BROWN/ORANGE BROWN/VIOLET BROWN/VIOLET
Buff	PMS 1205 U PMS 1215 U PMS 607 U PMS 614 U PMS 719 U PMS 461 U PMS 460 U PMS 615 U PMS 129 U PMS 127 U PMS 128 U PMS 608 U PMS 609 U	BUFF BUFF BUFF BUFF BUFF/BROWN BUFF/BROWN BUFF/BROWN BUFF/GREEN BUFF/ORANGE BUFF/YELLOW BUFF/YELLOW BUFF/YELLOW BUFF/YELLOW
Green (continued)	PMS 5807 U	GREEN

Color	PMS Specification	Color description
	PMS 5803 U	GREEN
	PMS 5665 U	GREEN
	PMS 580 U	GREEN
	PMS 5875 U	GREEN/BROWN
	PMS 5865 U	GREEN/BROWN
	PMS 587 U	GREEN/YELLOW
	PMS 586 U	GREEN/YELLOW
	PMS 387 U	GREEN/YELLOW
	PMS 380 U	GREEN/YELLOW
	PMS 585 U	GREEN/YELLOW
	PMS 393 U	GREEN/YELLOW
	PMS 394 U	GREEN/YELLOW
	PMS 386 U	GREEN/YELLOW
	PMS 379 U	GREEN/YELLOW
	PMS 395 U	GREEN/YELLOW
Orange	PMS 804 U 2X	ORANGE
	PMS 811 U	ORANGE
	PMS 134 U	ORANGE
	PMS 1225 U	ORANGE
	PMS 1355 U	ORANGE
	PMS 135 U	ORANGE
	PMS 136 U	ORANGE
	PMS 148 U	ORANGE
	PMS 149 U	ORANGE
	PMS 1235 U	ORANGE
	PMS 1345 U	ORANGE
	PMS 1365 U	ORANGE
	PMS 1485 U	ORANGE
	PMS 1495 U	ORANGE
	PMS 123 U	ORANGE
	PMS 137 U	ORANGE
Orange (continued)	PMS 150 U	ORANGE
	PMS 1375 U	ORANGE

Color	PMS Specification	Color description
	PMS 1505 U	ORANGE
	PMS 1585 U	ORANGE
	PMS 151 U	ORANGE
	PMS 116 U 2X	ORANGE
	PMS 130 U	ORANGE
	PMS 165 U	ORANGE
	PMS Orange 021 U	ORANGE
	PMS 714 U	ORANGE
	PMS 715 U	ORANGE
	PMS 141 U	ORANGE/BROWN
	PMS 142 U	ORANGE/BROWN
	PMS 143 U	ORANGE/BROWN
	PMS 144 U	ORANGE/BROWN
	PMS 130 U 2X	ORANGE/BROWN
	PMS 155 U	ORANGE/BUFF
	PMS 156 U	ORANGE/BUFF
Pink	PMS 806 U	PINK
	PMS 182 U	PINK
	PMS 176 U	PINK
	PMS 1765 U	PINK
	PMS 189 U	PINK
	PMS 196 U	PINK
	PMS 203 U	PINK
	PMS 705 U	PINK
	PMS 1767 U	PINK
	PMS 1775 U	PINK
	PMS 183 U	PINK
	PMS 197 U	PINK
	PMS 1895 U	PINK
	PMS 190 U	PINK
Pink (continued)	PMS 210 U	PINK
	PMS 230 U	PINK
	PMS 706 U	PINK

Color	PMS Specification	Color description
	PMS 1905 U	PINK
	PMS 204 U	PINK
	PMS 211 U	PINK
	PMS 670 U	PINK
	PMS 231 U	PINK
	PMS 707 U	PINK
	PMS 698 U	PINK
	PMS 671 U	PINK
	PMS 699 U	PINK
	PMS 813 U	PINK
	PMS 672 U	PINK
	PMS 691 U	PINK
	PMS 496 U	PINK
	PMS 700 U	PINK
	PMS 5035 U	PINK
Red	PMS 805 U 2X	RED
	PMS 811 U 2X	RED
	PMS 805 U	RED
	PMS 812 U	RED
	PMS 177 U	RED
	PMS 489 U	RED
	PMS 488 U	RED
	PMS 1777 U	RED
	PMS 1785 U	RED
	PMS 178 U	RED
	PMS 184 U	RED
	PMS 191 U	RED
	PMS 487 U	RED
	PMS 486 U	RED
Red (continued)	PMS 1787 U	RED
	PMS 1788 U	RED
	PMS 165 U 2X	RED
	PMS Warm Red U	RED

Color	PMS Specification	Color description
	PMS 708 U	RED
	PMS 709 U	RED
	PMS 171 U	RED/ORANGE
	PMS 1655 U	RED/ORANGE
Salmon	PMS 1555 U	SALMON
	PMS 1565 U	SALMON
	PMS 162 U	SALMON
	PMS 169 U	SALMON
	PMS 1575 U	SALMON
	PMS 1625 U	SALMON
	PMS 1635 U	SALMON
	PMS 163 U	SALMON
	PMS 170 U	SALMON
	PMS 1645 U	SALMON
	PMS 712 U	SALMON
	PMS 713 U	SALMON
	PMS 164 U	SALMON/ORANGE
Violet	PMS 217 U	VIOLET
	PMS 2365 U	VIOLET
	PMS 223 U	VIOLET
	PMS 218 U	VIOLET
	PMS 224 U	VIOLET
	PMS 236 U	VIOLET
	PMS 677 U	VIOLET
	PMS 678 U	VIOLET
	PMS 684 U	VIOLET
	PMS 517 U	VIOLET
	PMS 5175 U	VIOLET
Violet (continued)	PMS 531 U	VIOLET
	PMS 685 U	VIOLET
Yellow	PMS 803 U 2X	YELLOW
	PMS 803 U	YELLOW

Color	PMS Specification	Color description
	PMS 106 U	YELLOW
	PMS 114 U	YELLOW
	PMS 102 U	YELLOW
	PMS 107 U	YELLOW
	PMS 108 U	YELLOW
	PMS 109 U	YELLOW
	PMS 113 U	YELLOW
	PMS 120 U	YELLOW
	PMS 121 U	YELLOW
	PMS 100 U	YELLOW
	PMS 101 U	YELLOW
	PMS 115 U	YELLOW
	PMS Yellow U	YELLOW
	PMS Yellow 012 U	YELLOW
	PMS 600 U	YELLOW
	PMS Process Yellow U	YELLOW
	PMS Yellow U 2X	YELLOW
	PMS 601 U	YELLOW
	PMS 3935 U	YELLOW
	PMS 602 U	YELLOW
	PMS 3945 U	YELLOW
	PMS 603 U	YELLOW
	PMS 3955 U	YELLOW
	PMS 604 U	YELLOW
	PMS 810 U	YELLOW/ORANGE
	PMS 122 U	YELLOW/ORANGE
	PMS 116 U	YELLOW/ORANGE

Figure 9-1: Allowable PANTONE® ballot background color selections

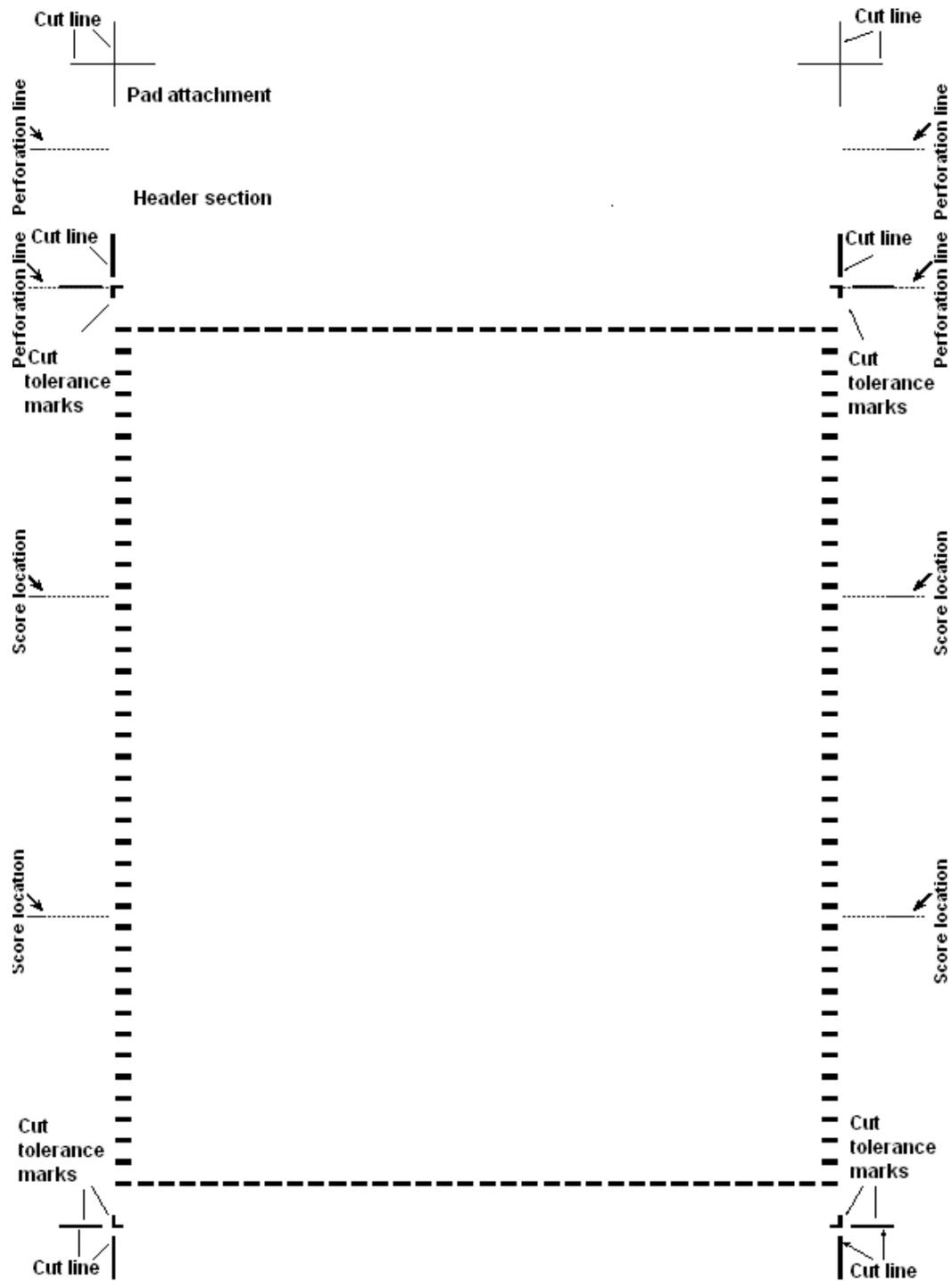


Figure 9-2: Base template

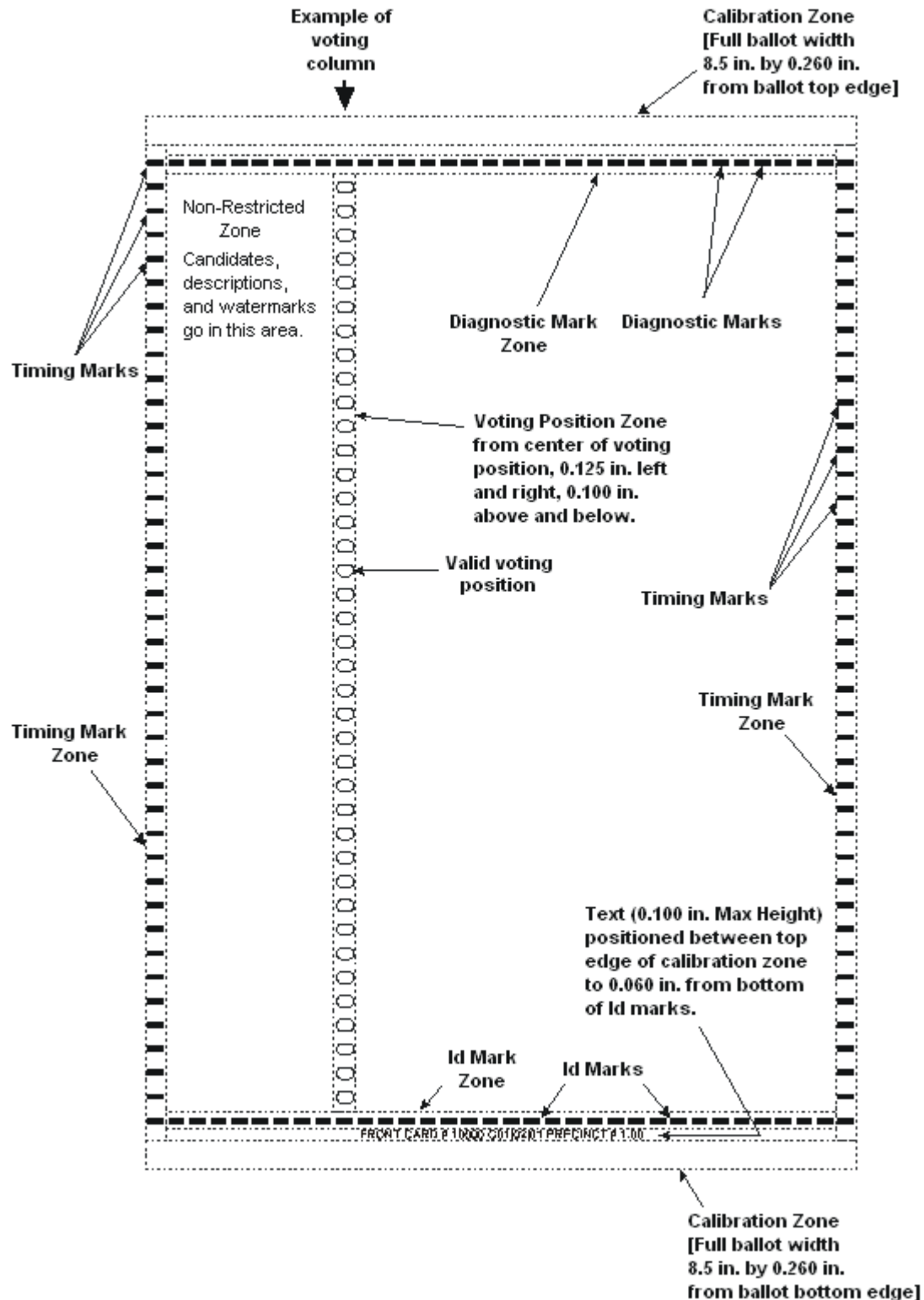


Figure 9-3: Restricted Zone Ballot Layout

10. Appendix A: ECO-ASSURE Paper

ECO-ASSURE paper has a watermark manufactured into the sheet. This watermark, which is non-reproducible and cannot be digitally scanned or photocopied, gives election officials assurance that the printed ballot is the original source document issued.

The image below illustrates the ECO-ASSURE watermark:



Figure 10-1: ECO-ASSURE watermark

The ECO-ASSURE paper, which is made from 30% post-consumer fiber, is Green Seal certified. Green Seal operates under the international guidelines for environmental labeling programs, ISO 14020 and 14024, set by the International Organization for Standardization. To be Green Seal certified and authorized to use the Green Seal Certification Mark manufacturers must undergo an initial product evaluation to determine that the product complies with Green Seal requirements, and they must comply with an ongoing program of factory inspections and product testing. The Green Seal Printing and Writing Standard (GS-7) requires that the product contain a minimum 30% post-consumer recycled fiber; that the product not be deinked using chlorine or chlorine derivatives; and that product packaging not contain toxic substances.

11. Appendix B: List of Figures

The following appendix shows a list of figures provided in this document.

11.1. List of figures

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Brandi L. Orth
**Fresno County Clerk/
Registrar of Voters**
2221 Kern St.
Fresno, California 93721-2600



NON PROFIT ORG
US POSTAGE
PAID
Fresno, CA
Permit NO. 1287

RETURN SERVICE REQUESTED

OFFICIAL ELECTION BALLOTING MATERIAL

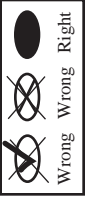
Window Size
1-3/4" High by 4" Wide

Window Placement
4-7/8" from Left
3/4" from Bottom

Poly Film

HOW TO VOTE YOUR BALLOT

1. Your ballot must be marked in secret and shown to no one.
2. Completely fill in the oval next to your candidate or issue choice as it is shown below using dark ink:



3. If you make an error in voting, draw an “X” through the error and fill in the correct oval. If you have any questions, please call (559) 600-VOTE (8683).

How to make a **WRITE-IN** vote

Council Position No. 3

Vote for one

- ☐ Jane Smith
☐ John Doe
☒ George Washington

1. There is a blank line below the printed names of candidates for each position.
2. To make a **WRITE-IN** vote for a candidate whose name is not printed on the ballot, print the name of the **WRITE-IN** candidate on the blank line.
3. If the office is partisan, print the name or abbreviation of that candidate’s political party after the candidate’s name.
4. Darken the oval to the left of the name you have printed. **THIS OVAL MUST BE FILLED IN.**

AFTER VOTING

1. Carefully remove the ballot stub at the top of the ballot.
2. Place the voted ballot inside the return envelope and **SIGN** your name by the arrow on the outside of the envelope.
3. Affix first class postage. Mail your ballot. **IT MUST BE RETURNED ON OR BEFORE ELECTION DAY.**

AS AN ALTERNATIVE, you may hand deliver your ballot to a Polling Place on Election Day (Hours 7:00AM to 8:00PM) or the Elections Office during business hours, 8:30AM to 5:00PM; 7:00AM to 8:00PM on Election Day.

FRESNO COUNTY ELECTIONS
2221 KERN STREET
FRESNO CA 93721

VENDOR INFORMATION MATRIX

Vendor Name: _____

Please complete each item below.

Question:	
Are you certified by the California Secretary of State (CSOS) to print and mail ballots?	Y/N
Is your printing equipment certified by CSOS?	Y/N
Are customer references attached?	Y/N
Is evidence of financial stability provided?	Y/N
Does your bid include sub-contracted services?	Y/N
Will your company use the County's envelope inventory?	Y/N
Is a minimum order required for supplemental mailings?	Y/N
Percent of work anticipated to be performed in CA	
• Printing	____%
• Assembly and Mailing Services	____%
Vote by Mail (VBM) Ballots	Cost
• 11" Ballot (1 or 2 sided)	
• 14" Ballot (1 or 2 sided)	
• 18" Ballot (1 or 2 sided)	
Initial Mailing	
• Assembly and Mailing Prep (1 card)	
• Assembly and Mailing Prep (2 cards)	
• Estimated Postage Rate (1 card)	
• Estimated Postage Rate (2 cards)	
Subsequent Mailing:	
• Assembly and Mailing Prep (1 card)	
• Assembly and Mailing Prep (2 cards)	
• Estimated Postage Rate (1 card)	
• Assembly and Mailing Prep (1 card)	
• Estimated Postage Rate (2 cards)	
• What is the minimum quantity for subsequent mailings?	____ (enter number)
Non-VBM Ballots	Cost
• 11" Ballot (1 or 2 sided)	
• 14" Ballot (1 or 2 sided)	
• 18" Ballot (1 or 2 sided)	
Ballot Printing	
Quantity Range (100,000+ Ballots)	
• Accu-vote 11"	
• Accu-vote 14"	

• Accu-vote 18"	
• Accu-vote Test Decks	
• Custom Boxes	
Absentee Process	
Quantity Range 100,000+voters	
• Full Service	
• IntegraVote Only	
• Envelopes	
Additional Pricing	
• Database setup Ballots	
• Database setup Mail ballot file	
• Supplemental order setup	
• Minimum order charge	
• Shipping (Does not include overnight delivery)	
• Top 1 inch or 2 inch stub (2 inch only available on 11 and 14 inch ballots)	
• Scoring folding all variable data including ballot and inkjet set up	
• Split order for deliveries	
Optional Additional Services	
• Envelopes including USPS approval under 100,000	
• Envelopes set up including USPS approval	
• Party Ballots (More than two)	
• Four color printing	
• Split stubs	
• Ballot order received after E-56	
• Database for Mail ballot packets received after E-56	
• Ballot order under 100,000	
Optional Additional Services (continued)	Cost
• Mail ballot packets under 100,000 per election	
• Sample Ballot inserting into Mail Ballot packets for postage savings	
• USPS Mail Ballot Voter Tracking Set-up	
• USPS Mail Ballot Voter Tracking	
• Fox River Sundance Paper (stock currently used by Fresno County)	

Describe your set-up process for costs included above and provide details on when set-up charges are applied to the ballot order.