

## AGREEMENT FOR ELECTION BALLOT PRINTING, PROCESSING, AND MAILING SERVICES

This Agreement for Election Ballot Printing, Processing, and Mailing Services ("Agreement") is made as of the date of execution, by and between Weber County, a political subdivision of the State of Utah, whose address is 2380 Washington Blvd., Ste. 320, Ogden, UT 84401 ("County"), and K&H Election Services, an Washington corporation, whose address is 7720 Hardeson Rd., Everett, WA 98203 ("Contractor") (collectively, the "Parties").

### RECITALS

1. In connection with its elections and responsibilities, County desires to purchase from Contractor election ballot printing, processing, and mailing services.
2. Contractor desires to sell election ballot printing, processing, and mailing services to County based on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and other good and valuable consideration, the Parties agree as follows:

### 1.0 SCOPE OF WORK

To provide County to contract with Contractor for printing, assembly, and mailing of ballots to include envelopes and information cards where ballots are mailed to voters in a timely and accurate manner.

#### 1. DESCRIPTION & REQUIREMENTS:

- a. **Ballots** – County will provide Contractor with ballot faces. Contractor will produce optical scan ballots formatted for ES&S tabulation equipment. Ballots will be double sided and up to three colors. The width of the ballots will be 8.5" and the unfolded length of the ballots will range from 11" to 19" depending on the specific needs for the election. Ballots will be one piece folded for mailing. The quantity of ballots will vary for each election. Contractor will provide a proof of County's approval prior to printing.
- b. **Envelopes** – Outgoing and return envelopes. Outgoing envelopes measure 9.75" x 6.125". Return envelopes measure 9" x 5.875". Return envelope includes a signature secrecy flap which allows the flap to be opened without opening the main envelope. Customized voter data will be printed on the back side of each envelope. Data printed will be unique for each voter.
- c. **Voter Data and Ballot Assembly** – Voter data will be provided by the Agency to Contractor in accordance with agreed upon deadlines. Contractor will format voter data to meet the requirements of their system and ensure each voter is given the correct ballot type and information card, print voter information on the return envelope, and correctly insert all items into an outgoing envelope.

- d. **Mailing** – Working in conjunction with the Contractor, the Agency will apply for and pay for the necessary United States Postal Service (USPS) permits as recommended by the Contractor. Contractor will handle and package ballot mail pieces in accordance with USPS standards including all necessary tags and forms. Contractor will ensure that ballots are entered into the USPS mail system in accordance with approved production schedule mailing dates.
  - e. **Tracking** – Contractor will utilize the Intelligent Mail Barcode to assist the Agency in tracking ballot delivery.
2. Contractor will provide self-mailers as required by County.

## 2.0 OTHER TERMS & CONDITIONS

### 2.1 CONTRACT TERM:

This agreement is in force through December 31, 2024, except for provisions that survive the termination of the agreement, whether by the express terms of the agreement or by the nature of those provisions.

### 2.2 PRICE ADJUSTMENTS:

Any requests for price adjustments must be submitted by Contractor 180 days prior to each election. If County agrees to the adjusted price terms, County shall issue written approval of the change.

### 2.3 INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless County and County's representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to, attorneys' fees and litigation costs) arising out of, or alleged to have resulted from, acts, errors, omissions, or mistakes by Contractor or anyone for whose acts Contractor may be liable, relating to the performance of this Contract.

Contractor's obligation to indemnify County is not limited or waived in any way by compliance or non-compliance with the insurance requirements of this agreement. Contractor will be obligated to indemnify County to the fullest extent allowed by law, whether or not Contractor's insurance covers Contractor's indemnification obligations.

### 2.4 CONTRACT COSTS:

Contractor will be paid a maximum of \$325,000 annually for costs authorized by this contract. Additional information regarding costs: Costs will be based on the number of elections and the number of voters receiving a by-mail ballot. Furthermore, costs will be in accordance with Attachment A.

## 2.5 INSURANCE:

2.5.1 Contractor shall obtain and maintain, at Contractor's own expense during the term of this agreement, insurance as set forth below. The insurance shall be obtained from insurance carriers authorized to do business in the State of Utah. Certificates of such insurance issued by the insuring carrier or carriers shall be furnished to County and shall provide thereon that 30 days' prior written notice of cancellation or significant amendment of the insurance to which the certificate relates shall be given to County. If any of the required coverage is provided on a claims-made basis, then Contractor shall maintain the policy for no less than four years after termination of this agreement.

2.5.2 All insurance required by this agreement shall be maintained in full force and effect until all work or service required to be performed under the terms of the agreement is satisfactorily completed. Failure to do so may, at the sole discretion of County, constitute a material breach of this agreement.

2.5.3 Contractor shall maintain Commercial General Liability insurance with contractual liability coverage and, if necessary, Commercial Umbrella insurance, to cover Contractor's obligations under the indemnification section of this agreement, with minimum combined single limits of \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall protect Contractor and County from claims for damages for property damage and claims for personal injury, including accidental death, that may arise from Contractor's operations under this agreement. The policy shall be primary and noncontributory to any other policy or coverage available to County, whether such coverage be primary, contributing, or excess.

2.5.4 Contractor shall maintain workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000 for each accident.

## 2.6 DEFAULT:

2.6.1 Default by either party consists of the party causing material harm, or a substantial likelihood of material harm, to the other party by (1) failing to make sufficient progress toward timely and satisfactory performance of any obligation imposed by this agreement; (2) failing to perform any obligation imposed by this agreement in a timely and satisfactory manner; or (3) violating any of the other provisions of this agreement.

2.6.2 If either party determines that the other party is in default, then the non-defaulting party may take any action allowed by this agreement or any other reasonable action to prevent or mitigate harm arising from the default. However, before doing so, the non-defaulting party must notify the defaulting party of the default in writing and must give the defaulting party at least seven days to cure the default, unless allowing that time would be unreasonable under the circumstances.

2.6.3 If a party incurs costs in taking action under paragraph 4.6.2 to prevent or mitigate harm arising from a default, and if those costs are reasonable under the circumstances, then the defaulting party shall be liable for those costs.

2.6.4 In addition to all other available remedies, County may offset from any money due to Contractor any amounts Contractor owes to County for damages resulting from default or from any breach of this agreement.

## 2.7 TERMINATION:

2.7.1 Subject to paragraph 4.6.2, County may, by written notice to Contractor, terminate this agreement for default, in which case the termination will take effect immediately upon notice being sent electronically or, if notice is only mailed, three days after mailing. Upon receiving such notice, Contractor shall stop work immediately and incur no further costs under this agreement, and County will be responsible for paying Contractor only for costs directly related to activities performed before the termination takes effect.

2.7.2 County may terminate this agreement at any time, for any reason other than default, by providing at least 30 days' advance notice to Contractor. The notice is not required to state a reason for the termination. If County gives such notice, County shall also direct Contractor to either (1) continue to work through the date of termination, in which case County shall pay Contractor for all work done through the date of termination, or (2) stop work immediately, in which case County shall pay Contractor for all costs that Contractor would have been entitled to through the date of termination.

2.7.3 Due to the nature of the services provided, and County's legal requirements for mailing tax-related notices, Contractor shall not have the right to terminate this agreement unilaterally.

## 2.8 ASSIGNMENT AND SUBCONTRACTING:

Contractor may not assign or subcontract its responsibilities under this agreement without County's written consent.

## 2.9 AMENDMENTS:

All amendments to this agreement must be in writing and signed by both parties. However, County is not required to order all services listed in section 2 of this agreement. County's decision not to order all listed services does not constitute a breach of the agreement.

## 2.10 NON-EXCLUSIVE CONTRACT:

This agreement does not prevent County from contracting with other service providers to obtain similar or identical services. County may do so for any reason.

## 2.11 SEVERABILITY:

The invalidity of any portion of this agreement shall not affect the validity of any other provision, and the remainder of the agreement will remain in full force and effect, unless the invalidation of a term materially alters the agreement. If the invalidation of a term materially alters the agreement, then the parties shall negotiate in good faith to modify the agreement to match, as closely as possible, the original intent of the parties.

## 2.12 RELATIONSHIPS:

In the performance of the services described in this agreement, Contractor shall act solely as an independent contractor. Nothing in this agreement shall be construed to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between County and Contractor.

## 2.13 PRE-CONTRACT PERFORMANCE:

Actions by the parties before this agreement was signed are subject to this agreement if the actions (1) were based on the anticipation that a written agreement would be signed, and (2) would have been governed by this agreement if the agreement had been signed before the actions were taken.

## 2.14 DISPUTE RESOLUTION AND GOVERNING LAW:

2.14.1 If a dispute arises regarding this agreement, the parties shall first attempt informal negotiations to resolve the dispute before taking legal action. If that fails, then the parties may, but are not required to, pursue other means of alternative dispute resolution before taking legal action.

2.14.2 In any legal dispute, each party shall be responsible for paying its own costs, including attorneys' fees, regardless of the outcome of the dispute.

2.14.3 This agreement shall be governed by the laws of the state of Utah, and venue for any legal action shall be in the state or federal courts of Utah.

## 2.15 EFFECTIVE DATE:

This agreement will become effective when both parties have signed it below. The date this agreement is signed by the second party will be deemed the date of the agreement.

## 2.16 NOTICES:

Any notice or certification required or permitted to be delivered under this agreement shall be deemed to have been given when personally delivered, or if mailed, three business days after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the following respective addresses:

Board of Weber County Commissioners, 2380 Washington Blvd., Suite 320, Ogden, UT 84401

K&H Election Services, 7720 Hardeson Rd., Everett, WA 98203

Signatures:

BOARD OF COUNTY COMMISSIONERS  
OF WEBER COUNTY

By \_\_\_\_\_  
Gage Froerer, Chair

Date \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Ricky Hatch, CPA  
Weber County Clerk/Auditor

K&H Election Services  
By  \_\_\_\_\_  
Tracy O'Keefe, Director of Finance

Date 4-28-21

# EXHIBIT "A"

## Insert Pricing

Effective:  
11.20.17

Registered "By Mail" Voters: 100,001 - 150,000

- Artwork to be supplied by County (no design cost included) - See specifications below.
- Printing, bindery and inserting costs included
- Pricing is based on date complete order information is received; including quantity and artwork.
- Customer changes after initial proof may jeopardize order date for pricing.
- All prices quoted are per each.

Insert Description	10% DISCOUNT: Up to and including E-76	STANDARD: E-75 through E-64	IMPACT PREMIUM: E-63 and later
<b>4-1/4 X 8-3/8 CARD (NOT FOLDED)</b>			
1 sided	\$0.032	\$0.035	\$0.039
2 sided	\$0.045	\$0.050	\$0.055
<b>8-3/8 X 10-7/8 FOLDED</b>			
1 sided	\$0.041	\$0.045	\$0.050
2 sided	\$0.050	\$0.055	\$0.061
<b>8-1/4 X 14 FOLDED</b>			
1 sided	\$0.061	\$0.068	\$0.074
2 sided	\$0.074	\$0.083	\$0.091
<b>16-3/4 X 10-7/8 FOLDED</b>			
1 sided	\$0.081	\$0.090	\$0.099
2 sided	\$0.099	\$0.110	\$0.121

## Insert Specifications

Standard Insert Sizes :

- 4-1/4 x 8-3/8 (4.25 x 8.375)
- 8-3/8 x 10-7/8 (8.375 x 10.875)
- 8-1/4 x 14 (8.25 x 14)
- 16-3/4 x 10-7/8 (16.75x10.875)

Standard Paper :

- 70# Book - all inserts and sizes

Insert Art:

- Build art files to the appropriate standard size or K&H will resize them.
- May be produced as one or two sided documents.
- Artwork may be submitted in the following formats; prioritized by preference:
  - InDesign – packaged files with a pdf (include all links and fonts)
    - Allows for easy editing.
    - Once final proof approval received, we will return the bundled InDesign files for use in the future.
  - PDF – with all fonts embedded.
    - Best if all editing is complete or you will make proofing edits to original document.
  - MSWord – with list of all fonts used and a pdf image of final document (*note: use standard fonts only*).
    - Allows for editing.
    - Please provide fonts along with your document.
  - Publisher – include Pack and Go Wizard export.
    - Once final proof approval received, we will return the bundled Publisher files for use in the future.
    - Please provide fonts along with your document.

*Submitting mock ups of existing or repeat inserts with minor changes noted is acceptable.*

*Contact your EC with any questions or concerns.*



# Envelope Price List (8.5" Ballot Width)

- ~ \$150.00 pre-press fee for new envelopes or changes to existing envelopes (per order charge, not per version charge).
- ~ \$200.00 for each version change within an envelope type.
- ~ Pricing is based on date complete order information is received; including quantity and artwork.
- ~ Customer changes after initial proof may jeopardize order date for pricing.
- ~ All prices quoted are per 1,000 envelopes printed.
- ~ Outer and Return envelopes are printed on 70# offset; Secrecies are printed on 60# offset.
- ~ Minimum Order per envelope type: 1,000; and in increments of 500 thereafter.
- ~ Envelopes are ordered per election.

Secrecy Envelope & K&H Pocket				
All w/drill hole Secrecy Envelopes: 4-3/4 x 8-3/4 5-1/8 x 8-3/4 5-1/4 x 8-3/4 K&H Secrecy Pocket: 5-1/4 x 8 (fits Non-SBS Return) 4-5/8 x 8 (fits SBS Return)	15% Discount: Up to and including E-120	Standard: E-119 through E-90	Impact Premium: E-89 and later	
1,000	\$637.94	\$750.52	\$863.09	
2,500	\$392.58	\$461.86	\$531.13	
5,000	\$245.36	\$288.66	\$331.96	
10,000	\$171.75	\$202.06	\$232.37	
25,000	\$122.68	\$144.33	\$165.98	
50,000	\$93.24	\$109.69	\$126.14	
100,000	\$58.89	\$69.28	\$79.67	
150,000	\$56.43	\$66.39	\$76.35	
200,000	\$52.51	\$61.77	\$71.04	
250,000	\$49.07	\$57.73	\$66.39	

SBS Return				
5-1/2 x 9 w/drill hole	15% Discount: Up to and including E-120	Standard: E-119 through E-90	Impact Premium: E-89 and later	
1,000	\$1,380.89	\$1,624.57	\$1,868.26	
2,500	\$849.78	\$999.74	\$1,149.70	
5,000	\$531.11	\$624.84	\$718.56	
10,000	\$371.78	\$437.38	\$502.99	
25,000	\$265.55	\$312.42	\$359.28	
50,000	\$201.82	\$237.44	\$273.05	
100,000	\$127.47	\$149.96	\$172.45	
150,000	\$122.16	\$143.71	\$165.27	
200,000	\$113.66	\$133.71	\$153.77	
250,000	\$106.22	\$124.97	\$143.71	

NON-SBS Return - Max Flap Length 1-1/4":				
5-1/2 x 9 w/drill hole 5-3/4 x 9 w/drill hole 5-7/8 x 9 w/drill hole	15% Discount: Up to and including E-120	Standard: E-119 through E-90	Impact Premium: E-89 and later	
1,000	\$686.03	\$807.09	\$928.16	
2,500	\$422.17	\$496.67	\$571.17	
5,000	\$263.86	\$310.42	\$356.98	
10,000	\$184.70	\$217.29	\$249.89	
25,000	\$131.93	\$155.21	\$178.49	
50,000	\$100.27	\$117.96	\$135.65	
100,000	\$63.33	\$74.50	\$85.68	
150,000	\$60.69	\$71.40	\$82.11	
200,000	\$56.47	\$66.43	\$76.39	
250,000	\$52.77	\$62.08	\$71.40	

**NON-SBS Return - Max Flap Length 1 1/4" - Recycled Paper:**

5-1/2 x 9 w/drill hole 5-3/4 x 9 w/drill hole 5-7/8 x 9 w/drill hole	15% Discount: Up to and including E-120	Standard: E-119 through E-90	Impact Premium: E-89 and later
1,000	\$706.88	\$831.62	\$956.37
2,500	\$435.00	\$511.77	\$588.53
5,000	\$271.88	\$319.86	\$367.83
10,000	\$190.31	\$223.90	\$257.48
25,000	\$135.94	\$159.93	\$183.92
50,000	\$103.31	\$121.54	\$139.78
100,000	\$65.25	\$76.77	\$88.28
150,000	\$62.53	\$73.57	\$84.60
200,000	\$58.18	\$68.45	\$78.72
250,000	\$54.38	\$63.97	\$73.57

**NON-SBS Return, Pull Strip:**

5-1/2 x 9 w/drill hole 5-3/4 x 9 w/drill hole 5-7/8 x 9 w/drill hole	15% Discount: Up to and including E-120	Standard: E-119 through E-90	Impact Premium: E-89 and later
1,000	\$872.75	\$1,026.77	\$1,180.78
2,500	\$537.08	\$631.86	\$726.63
5,000	\$335.67	\$394.91	\$454.15
10,000	\$234.97	\$276.44	\$317.90
25,000	\$167.84	\$197.46	\$227.07
50,000	\$127.56	\$150.07	\$172.58
100,000	\$80.56	\$94.78	\$109.00
150,000	\$77.20	\$90.83	\$104.45
200,000	\$71.83	\$84.51	\$97.19
250,000	\$67.13	\$78.98	\$90.83

**NON-SBS Return - Flap Length more than 1-1/4":**

5-1/2 x 9 w/drill hole 5-3/4 x 9 w/drill hole 5-7/8 x 9 w/drill hole	15% Discount: Up to and including E-120	Standard: E-119 through E-90	Impact Premium: E-89 and later
1,000	\$818.46	\$962.90	\$1,107.33
2,500	\$503.67	\$592.55	\$681.43
5,000	\$314.79	\$370.35	\$425.90
10,000	\$220.36	\$259.24	\$298.13
25,000	\$157.40	\$185.17	\$212.95
50,000	\$119.62	\$140.73	\$161.84
100,000	\$75.55	\$88.88	\$102.22
150,000	\$72.40	\$85.18	\$97.96
200,000	\$67.37	\$79.25	\$91.14
250,000	\$62.96	\$74.07	\$85.18

**Outer**

6 x 9-3/4 or 6-1/8 x 9-3/4	15% Discount: Up to and including E-120	Standard: E-119 through E-90	Impact Premium: E-89 and later
1,000	\$852.28	\$1,002.68	\$1,153.08
2,500	\$524.48	\$617.03	\$709.59
5,000	\$327.80	\$385.65	\$443.49
10,000	\$229.46	\$269.95	\$310.44
25,000	\$163.90	\$192.82	\$221.75
50,000	\$124.56	\$146.55	\$168.53
100,000	\$78.67	\$92.55	\$106.44
150,000	\$75.39	\$88.70	\$102.00
200,000	\$70.15	\$82.53	\$94.91
250,000	\$65.56	\$77.13	\$88.70

<b>Outer -- Recycled Paper</b>			
6 x 9-3/4 or 6-1/8 x 9-3/4	15% Discount: Up to and including E-120	Standard: E-119 through E-90	Impact Premium: E-89 and later
1,000	\$885.52	\$1,041.79	\$1,198.06
2,500	\$544.94	\$641.10	\$737.27
5,000	\$340.59	\$400.69	\$460.79
10,000	\$238.41	\$280.48	\$322.56
25,000	\$170.29	\$200.35	\$230.40
50,000	\$129.42	\$152.26	\$175.10
100,000	\$81.74	\$96.17	\$110.59
150,000	\$78.33	\$92.16	\$105.98
200,000	\$72.89	\$85.75	\$98.61
250,000	\$68.12	\$80.14	\$92.16

<b>Add-On Cost for Peel &amp; Seal per Strip</b>			
<i>(Add Peel/Seal Cost to Envelope Cost - Generally, Peel/Seal is used only on Outers)</i>			
	15% Discount: Up to and including E-120	Standard: E-119 through E-90	Impact Premium: E-89 and later
1,000	\$296.54	\$348.87	\$401.20
2,500	\$184.08	\$216.56	\$249.05
5,000	\$127.09	\$149.52	\$171.95
10,000	\$74.63	\$87.80	\$100.96
25,000	\$51.01	\$60.01	\$69.01
50,000	\$45.62	\$53.67	\$61.72
100,000	\$40.65	\$47.82	\$54.99
250,000	\$37.31	\$43.89	\$50.48

A \$2.00/M storage Fee will be added to the envelope pricing.

**K&H Integrated Print Solutions**  
**Election Cost Detail Report**

Job # XXXXXX

Initial Invoice Detail Report. Subsequent Invoice to follow upon completion of Election.

**Weber County**

Election Date XX.XX.XX

	Description	Actual Qty	Each	Extended Price
<b>Lot I</b>	<b>Logic and Accuracy Test Ballots</b>			
	County Marked Test Ballots - Full Pattern	99	0.5000	27.72
	Number of County Marked Files Processed	99	80.0000	7,920.00
<b>Total: Lot I</b>				<b>\$7,947.72</b>
<b>Lot II</b>	<b>Preparing Permanent and Vote By Mail Absentee Ballots:</b>			
	Mail Ballots	99	0.2800	\$27.72
	Assembly into Envelopes	99	0.2600	\$25.74
<b>Total: Lot II</b>				<b>\$53.46</b>
<b>Lot III</b>	<b>Preparing Polling Place Ballots/Padding and Stapling:</b>			
	Provisional Ballots/Poll Ballots	99	0.2600	\$25.74
	Test Ballots--Blank	99	0.2600	\$25.74
	Vault / Counter Ballots	99	0.2800	\$27.72
<b>Total: Lot III</b>				<b>\$79.20</b>
<b>Lot IV</b>	<b>Preparing Supplemental Absentee Ballots</b>			
	Number of packages	99	0.640	\$63.36
<b>Total: Lot IV</b>				<b>\$63.36</b>
<b>Lot V</b>	<b>Printing and Ancillary Materials</b>			
<b>Total: Lot V</b>				<b>\$0.00</b>
<b>Sub Total:</b>				<b>\$8,143.74</b>
	Freight			\$99.00
	Postage			\$99.00
<b>Grand Total</b>				<b>\$8,341.74</b>
	Postage Deposit Received			\$99.00
<b>Balance Due</b>				<b>\$8,242.74</b>

Variable Insert Pricing

\$62.50/M

## **Ballot Wrap**

Eliminates the need for a ballot stub, allows for variable messaging, and elimination of inserts.

### **Wrap pricing:**

Up to 19" ballot – 1 card plus wrap

Up to 100K voters - .20 per wrap

100K to 250K voters - .17 per wrap

250K to 1MM voters - .15 per wrap

Over 1 MM voters - .13 per wrap

Each additional card add \$0.01

Separate wraps packaged and delivered (generic) – Same price

County must have data package to support variable messaging on wrap

### **Data Package / Ballot tracking pricing:**

Outbound includes setting up account, parsing out county specific data and uploading it to the Ballot Trax or Ballot Scout FTP. Optionally, can upload the data to the county. Roundtrip tracking adds additional unique barcode to each envelope, and the capture of same during manufacturing.

**Outbound only** – Based on voter packets mailed and invoiced on the election invoice

Up to 100K voters - .02 per voter packet mailed

100K to 250K voters - .018 per voter packet mailed

250K to 1MM voters - .014 per voter packet mailed

Over 1 MM voters - .01 per voter packet mailed

**Round Trip (Outbound and Return tracing)** – Based on return envelope order quantity and invoiced with the envelope order.

Up to 100K voters - .05 per return envelope

100K to 250K voters - .043 per return envelope

250K to 1MM voters - .035 per return envelope

Over 1 MM voters - .03 per return envelope