

1 **SERVICE AGREEMENT**

2 This Service Agreement (“Agreement”) is dated November 7, 2023 and is between Pro  
3 Document Solutions, Inc., dba ProVoteSolutions, a California corporation (“Contractor”), and the  
4 County of Fresno, a political subdivision of the State of California (“County”).

5 **Recitals**

6 A. The County desires to engage the Contractor for the purpose of providing ballot printing,  
7 vote by mail processing, vote by mail envelopes, and voter services mailer services.

8 B. Ballot printing, vote by mail processing, vote by mail envelopes, and voter services  
9 mailers are required by the California Elections Code.

10 C. Contractor has the qualified personnel, facilities, and resources to provide ballot  
11 printing, vote by mail processing, vote by mail envelopes, and voter services mailers to County  
12 in a timely manner.

13 D. Contractor was a successful bidder in Request for Proposal 23-025 for Ballot Printing  
14 and Mailing.

15 The parties therefore agree as follows:

16 **Article 1**

17 **Contractor’s Services**

18 1.1 **Scope of Services.** The Contractor shall perform all of the services provided in  
19 Exhibit A to this Agreement, titled “Scope of Services.”

20 1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and  
21 able to perform all of the services provided in this Agreement.

22 1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all  
23 applicable federal, state, and local laws and regulations in the performance of its obligations  
24 under this Agreement, including but not limited to workers compensation, labor, and  
25 confidentiality laws and regulations.

1 **Article 2**

2 **County's Responsibilities**

3 2.1 The County shall provide Contractor will all information necessary for ballot printing,  
4 vote by mail processing, vote by mail envelopes, and voter services mailers.

5 **Article 3**

6 **Compensation, Invoices, and Payments**

7 3.1 The County agrees to pay, and the Contractor agrees to receive, compensation for  
8 the performance of its services under this Agreement as described in Exhibit B to this  
9 Agreement, titled "Compensation."

10 3.2 **Maximum Compensation.** The maximum compensation payable to the Contractor  
11 under this Agreement is Eight Million Dollars (\$8,000,000.00) for a full five-year term. For the  
12 period of November 7, 2023 to June 30, 2026, the maximum compensation payable to the  
13 Contractor is Four Million Eight Hundred Thousand Dollars (\$4,800,000.00). Should this  
14 Agreement be extended under Section 4.2 hereof, the maximum compensation payable to the  
15 Contractor for each subsequent 12-month period shall be as follows: July 1, 2026 to June 30,  
16 2027, One Million Six Hundred Thousand Dollars (\$1,600,000.00); and July 1, 2027 to June 30,  
17 2028, One Million Six Hundred Thousand Dollars (\$1,600,000.00). The Contractor  
18 acknowledges that the County is a local government entity, and does so with notice that the  
19 County's powers are limited by the California Constitution and by State law, and with notice that  
20 the Contractor may receive compensation under this Agreement only for services performed  
21 according to the terms of this Agreement and while this Agreement is in effect, and subject to  
22 the maximum amount payable under this section. The Contractor further acknowledges that  
23 County employees have no authority to pay the Contractor except as expressly provided in this  
24 Agreement.

25 3.3 **Invoices.** The Contractor shall submit monthly invoices to Fresno County Clerk-  
26 Elections, Business Manager at 2221 Kern Street, Fresno, CA 93721 or  
27 countyclerkfinance@fresnocountyca.gov. The Contractor shall submit each invoice within 60  
28



1           **For the Contractor:**  
2           President  
3           ProVoteSolutions Inc.  
4           90 W. Poplar Way  
5           Porterville, CA 93257  
6           paulm@provotesolutions.com

7           **5.2 Change of Contact Information.** Either party may change the information in section  
8 5.1 by giving notice as provided in section 5.3.

9           **5.3 Method of Delivery.** Each notice between the County and the Contractor provided  
10 for or permitted under this Agreement must be in writing, state that it is a notice provided under  
11 this Agreement, and be delivered either by personal service, by first-class United States mail, by  
12 an overnight commercial courier service, or by Portable Document Format (PDF) document  
13 attached to an email.

14           (A) A notice delivered by personal service is effective upon service to the recipient.

15           (B) A notice delivered by first-class United States mail is effective three County  
16 business days after deposit in the United States mail, postage prepaid, addressed to the  
17 recipient.

18           (C) A notice delivered by an overnight commercial courier service is effective one  
19 County business day after deposit with the overnight commercial courier service,  
20 delivery fees prepaid, with delivery instructions given for next day delivery, addressed to  
21 the recipient.

22           (D) A notice delivered by PDF document attached to an email is effective when  
23 transmission to the recipient is completed (but, if such transmission is completed outside  
24 of County business hours, then such delivery is deemed to be effective at the next  
25 beginning of a County business day), provided that the sender maintains a machine  
26 record of the completed transmission.

27           **5.4 Claims Presentation.** For all claims arising from or related to this Agreement,  
28 nothing in this Agreement establishes, waives, or modifies any claims presentation  
requirements or procedures provided by law, including the Government Claims Act (Division 3.6  
of Title 1 of the Government Code, beginning with section 810).

1 **Article 6**

2 **Termination and Suspension**

3 6.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are  
4 contingent on the approval of funds by the appropriating government agency. If sufficient funds  
5 are not allocated, then the County, upon at least 30 days' advance written notice to the  
6 Contractor, may:

7 (A) Modify the services provided by the Contractor under this Agreement; or

8 (B) Terminate this Agreement.

9 6.2 **Termination for Breach.**

10 (A) Upon determining that a breach (as defined in paragraph (C) below) has  
11 occurred, the County may give written notice of the breach to the Contractor. The written  
12 notice may suspend performance under this Agreement, and must provide at least 30  
13 days for the Contractor to cure the breach.

14 (B) If the Contractor fails to cure the breach to the County's satisfaction within the  
15 time stated in the written notice, the County may terminate this Agreement immediately.

16 (C) For purposes of this section, a breach occurs when, in the determination of the  
17 County, the Contractor has:

18 (1) Obtained or used funds illegally or improperly;

19 (2) Failed to comply with any part of this Agreement;

20 (3) Submitted a substantially incorrect or incomplete report to the County; or

21 (4) Improperly performed any of its obligations under this Agreement.

22 6.3 **Termination without Cause.** In circumstances other than those set forth above, the  
23 County may terminate this Agreement by giving at least 30 days advance written notice to the  
24 Contractor.

25 6.4 **No Penalty or Further Obligation.** Any termination of this Agreement by the County  
26 under this Article 6 is without penalty to or further obligation of the County. The County will pay  
27 the Contractor all outstanding and approved invoices through the date of termination.  
28



1 the performance or failure to perform by the Contractor (or any of its officers, agents,  
2 subcontractors, or employees) under this Agreement. The County may conduct or participate in  
3 its own defense without affecting the Contractor's obligation to indemnify and hold harmless or  
4 defend the County.

5 8.2 **Survival.** This Article 8 survives the termination of this Agreement.

6 **Article 9**

7 **Insurance**

8 9.1 The Contractor shall comply with all the insurance requirements in Exhibit D to this  
9 Agreement.

10 **Article 10**

11 **Data Security**

12 10.1 The Contractor shall comply with all the data security requirements in Exhibit E to  
13 this Agreement.

14 **Article 11**

15 **Inspections, Audits, and Public Records**

16 11.1 **Inspection of Documents.** The Contractor shall make available to the County, and  
17 the County may examine at any time during business hours and as often as the County deems  
18 necessary, all of the Contractor's records and data with respect to the matters covered by this  
19 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon  
20 request by the County, permit the County to audit and inspect all of such records and data to  
21 ensure the Contractor's compliance with the terms of this Agreement.

22 11.2 **State Audit Requirements.** If the compensation to be paid by the County under this  
23 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the  
24 California State Auditor, as provided in Government Code section 8546.7, for a period of three  
25 years after final payment under this Agreement. This section survives the termination of this  
26 Agreement.

27 11.3 **Public Records.** The County is not limited in any manner with respect to its public  
28 disclosure of this Agreement or any record or data that the Contractor may provide to the

1 County. The County's public disclosure of this Agreement or any record or data that the  
2 Contractor may provide to the County may include but is not limited to the following:

3 (A) The County may voluntarily, or upon request by any member of the public or  
4 governmental agency, disclose this Agreement to the public or such governmental  
5 agency.

6 (B) The County may voluntarily, or upon request by any member of the public or  
7 governmental agency, disclose to the public or such governmental agency any record or  
8 data that the Contractor may provide to the County, unless such disclosure is prohibited  
9 by court order.

10 (C) This Agreement, and any record or data that the Contractor may provide to the  
11 County, is subject to public disclosure under the Ralph M. Brown Act (California  
12 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

13 (D) This Agreement, and any record or data that the Contractor may provide to the  
14 County, is subject to public disclosure as a public record under the California Public  
15 Records Act (California Government Code, Title 1, Division 10, beginning with section  
16 7920.000) ("CPRA").

17 (E) This Agreement, and any record or data that the Contractor may provide to the  
18 County, is subject to public disclosure as information concerning the conduct of the  
19 people's business of the State of California under California Constitution, Article 1,  
20 section 3, subdivision (b).

21 (F) Any marking of confidentiality or restricted access upon or otherwise made with  
22 respect to any record or data that the Contractor may provide to the County shall be  
23 disregarded and have no effect on the County's right or duty to disclose to the public or  
24 governmental agency any such record or data.

25 **11.4 Public Records Act Requests.** If the County receives a written or oral request  
26 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,  
27 and which the County has a right, under any provision of this Agreement or applicable law, to  
28 possess or control, then the County may demand, in writing, that the Contractor deliver to the



1 County, for purposes of public disclosure, the requested records that may be in the possession  
2 or control of the Contractor. Within five business days after the County's demand, the  
3 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's  
4 possession or control, together with a written statement that the Contractor, after conducting a  
5 diligent search, has produced all requested records that are in the Contractor's possession or  
6 control, or (b) provide to the County a written statement that the Contractor, after conducting a  
7 diligent search, does not possess or control any of the requested records. The Contractor shall  
8 cooperate with the County with respect to any County demand for such records. If the  
9 Contractor wishes to assert that any specific record or data is exempt from disclosure under the  
10 CPRA or other applicable law, it must deliver the record or data to the County and assert the  
11 exemption by citation to specific legal authority within the written statement that it provides to  
12 the County under this section. The Contractor's assertion of any exemption from disclosure is  
13 not binding on the County, but the County will give at least 10 days' advance written notice to  
14 the Contractor before disclosing any record subject to the Contractor's assertion of exemption  
15 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs  
16 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,  
17 failure to produce any such records, or failure to cooperate with the County with respect to any  
18 County demand for any such records.

## 19 **Article 12**

### 20 **Liquidated Damages**

21 12.1 **Liquidated Damages.** The County and the Contractor acknowledge and agree that  
22 if the Contractor fails to timely deliver ballot materials as required by the Agreement, the County  
23 will incur substantial damages. The County and the Contractor further acknowledge and agree  
24 that such damages would be difficult to estimate at the date of this Agreement. The County and  
25 the Contractor agree that the Liquidated Damages Amount, hereinafter defined, represents a  
26 reasonable estimate of what the County's damages would be in the event of a breach by the  
27 Contractor.  
28





1       14.8 **Severability.** If anything in this Agreement is found by a court of competent  
2 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in  
3 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of  
4 this Agreement with lawful and enforceable terms intended to accomplish the parties' original  
5 intent.

6       14.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall  
7 not unlawfully discriminate against any employee or applicant for employment, or recipient of  
8 services, because of race, religious creed, color, national origin, ancestry, physical disability,  
9 mental disability, medical condition, genetic information, marital status, sex, gender, gender  
10 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to  
11 all applicable State of California and federal statutes and regulation.

12       14.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation  
13 of the Contractor under this Agreement on any one or more occasions is not a waiver of  
14 performance of any continuing or other obligation of the Contractor and does not prohibit  
15 enforcement by the County of any obligation on any other occasion.

16       14.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement  
17 between the Contractor and the County with respect to the subject matter of this Agreement,  
18 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,  
19 publications, and understandings of any nature unless those things are expressly included in  
20 this Agreement. If there is any inconsistency between the terms of this Agreement without its  
21 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving  
22 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the  
23 exhibits.

24       14.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to  
25 create any rights or obligations for any person or entity except for the parties.

26       14.13 **Authorized Signature.** The Contractor represents and warrants to the County that:

27               (A) The Contractor is duly authorized and empowered to sign and perform its  
28 obligations under this Agreement.

1 (B) The individual signing this Agreement on behalf of the Contractor is duly  
2 authorized to do so and his or her signature on this Agreement legally binds the  
3 Contractor to the terms of this Agreement.

4 14.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by  
5 electronic signature as provided in this section.

6 (A) An “electronic signature” means any symbol or process intended by an individual  
7 signing this Agreement to represent their signature, including but not limited to (1) a  
8 digital signature; (2) a faxed version of an original handwritten signature; or (3) an  
9 electronically scanned and transmitted (for example by PDF document) version of an  
10 original handwritten signature.

11 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed  
12 equivalent to a valid original handwritten signature of the person signing this Agreement  
13 for all purposes, including but not limited to evidentiary proof in any administrative or  
14 judicial proceeding, and (2) has the same force and effect as the valid original  
15 handwritten signature of that person.

16 (C) The provisions of this section satisfy the requirements of Civil Code section  
17 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,  
18 Part 2, Title 2.5, beginning with section 1633.1).

19 (D) Each party using a digital signature represents that it has undertaken and  
20 satisfied the requirements of Government Code section 16.5, subdivision (a),  
21 paragraphs (1) through (5), and agrees that each other party may rely upon that  
22 representation.

23 (E) This Agreement is not conditioned upon the parties conducting the transactions  
24 under it by electronic means and either party may sign this Agreement with an original  
25 handwritten signature.

26 14.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an  
27 original, and all of which together constitute this Agreement.

28 [SIGNATURE PAGE FOLLOWS]

1 The parties are signing this Agreement on the date stated in the introductory clause.

2 Pro Document Solutions Inc., DBA  
3 ProVoteSolutions

COUNTY OF FRESNO

4   
5 \_\_\_\_\_  
6 Paul Mantey, President  
7 90 W. Poplar Ave Porterville, CA 93257

\_\_\_\_\_   
Sal Quintero, Chairman of the Board of  
Supervisors of the County of Fresno

**Attest:**  
Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

9  
10 By: \_\_\_\_\_  
Deputy

11 For accounting use only:

12 Org No.: 2850  
13 Account No.: 7295  
14 Fund No.: 0001  
15 Subclass No.: 10000  
16  
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# Exhibit A

## Scope of Services

### EXHIBIT A - SCOPE OF SERVICES

#### BALLOT PRINTING, VOTE BY MAIL PROCESSING, AND VOTE BY MAIL ENVELOPE, AND VOTER SERVICES MAILER SERVICES

ProVoteSolutions, Inc. ("PROVOTE") shall provide Ballot Printing (Section III), Vote by Mail Ballot Processing and Vote by Mail Envelopes (Section IV), and Voter Services Mailers (Section V) which are required for the County of Fresno ("County") to conduct elections and maintain voter registration records. The County utilizes the Dominion Voting Systems Democracy Suite ("Dominion" or "Dominion Voting Systems"). Dominion ballots are available in several sizes: 8 1/2" x 11"; 8 1/2" x 14", 8 1/2" x 17", 8 1/2" x 18", and 8 1/2" x 19". The County requires that all ballots are printed by precinct number to meet the requirements of Division 13 of the California Elections Code. PROVOTE shall meet the production activities, needs of the County and delivery deadlines identified herein, which shall be subject to change at the sole discretion of the County and without approval by PROVOTE, depending on the type of election or changes made by the County. All changes made by the County to production activities, needs of the County, and delivery deadlines identified herein shall be in writing and shall be transmitted to PROVOTE at the earliest possible date. Current deadlines are as follows:

#### SECTION I: BALLOT PRINTING DEADLINES FOR EACH ELECTION LISTED ON PAGES A-2 AND A-3 HEREIN

PROCESSES AND/OR REQUIREMENTS	COUNTY DEADLINE
County prepares ballot order and sends to PROVOTE	60 days before the election
PROVOTE returns ballot order proof back to County for review	58 days before the election
County sends ballot image files (pdf file) to PROVOTE to apply tint and logo (tint and logo information is from the California Secretary of State)	56 days before the election
PROVOTE sends back ballot image proofs and paper proofs to County for verification	50 days before the election
PROVOTE prints and mails Vote by Mail Uniformed and Overseas Citizens Absentee Voting Act (UOCAVA) ballots and paper proofs to County	60 to 45 days before the election
PROVOTE prints test ballots for County and delivers to County	49 to 40 days before the election
PROVOTE delivers ballot stock to County	34 days before the election

## Exhibit A

### SECTION II: VOTE BY MAIL BALLOT PROCESSING AND VOTE BY MAIL ENVELOPE DEADLINES FOR EACH ELECTION LISTED ON PAGES A-2 AND A-3 HEREIN

PROCESSES AND/OR REQUIREMENTS	COUNTY DEADLINE
County orders vote by mail envelopes from PROVOTE	90 days before a County-wide election or 85 days before any other election
County submits 1st vote by mail voter extract to PROVOTE	56 days before the election
PROVOTE delivers vote by mail envelopes to County	55 days before the election
PROVOTE mails UOCAVA ballots to UOCAVA voters	60 to 45 days before the election
PROVOTE mails vote by mail packets for 1st extract to voters	35 - 29 days before the election
PROVOTE assembles and mails subsequent vote by mail packets for subsequent voter extracts to voters	28 to 6 days before the election

PROVOTE shall maintain its status on the California Secretary of State's list of certified ballot printers throughout the contract period. Any changes to certification of any of PROVOTE's operations shall be reported to County within 24 hours after PROVOTE receives notice of the status change by one of the following: phone, email, fax, or in person.

PROVOTE shall be on call and respond to the County 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. PROVOTE shall assign a project manager to coordinate service needs of the County, who should be available to the County by one of the following: phone, email, or in person.

PROVOTE shall provide services for the following elections:

**Year 2024:**

Presidential Primary Election – March 5, 2024  
Statewide General Election – November 5, 2024  
FCERA General Member Election – August 2024

**Year 2025:**

Uniform District Election Law (UDEL) – November 4, 2025  
FCERA Retired and Retired Alt. Member Election – November 2025

**Year 2026:**

Gubernatorial Primary Election – June 2, 2026  
Statewide General Election – November 3, 2026  
FCERA General and Safety Member Election – August 2026



## Exhibit A

1 **Year 2027:**

Uniform District Election Law (UDEL) – November 2, 2027

2 FCERA General Election – November 2027

3 **Year 2028:**

4 Presidential Primary Election – March 7, 2028

5 Election dates may change by action of the California legislature.

6 In addition to these scheduled elections, PROVOTE shall provide services for any additional  
7 Special Elections, which are not currently scheduled. County deadlines for performance will be  
8 determined based on the date of the election. County will provide PROVOTE with the date of  
9 the election within three (3) working days after the exact date of the election is known by  
County. County will inform PROVOTE of the election date by one of the following: phone,  
email, mail, fax, or in person.

10 **SECTION III: BALLOT PRINTING**

11 **BALLOT PRINTING**

12 A) Ballot printing shall be completed in accordance with the Dominion Democracy  
13 Suite Use Procedures, Version 5.10-A::5, dated 09/09/2021 (“Guide”). PROVOTE shall  
14 comply with any updates to this Guide. The Guide is currently available at  
[https://www.sos.ca.gov/elections/ovsta/frequently-requested-information/dominion-  
voting.](https://www.sos.ca.gov/elections/ovsta/frequently-requested-information/dominion-voting)

## Exhibit A

1 B) Submission of Ballot Order

- 2 1. The County will submit an electronic transmission of the order with all  
3 pertinent data (e.g. quantity, numbering, etc.) to PROVOTE, approximately  
4 sixty (60) days before the election date.
- 5 2. Artwork: The County will arrange for the layout of the ballot. Ballot artwork  
6 will be electronically transmitted to PROVOTE in a PDF format. The artwork  
7 will be provided to PROVOTE no later than fifty-six (56) days before the  
8 election date. The County will supply all language, titles for races, candidate  
9 information, measure information, etc. in a timely manner. The County will be  
10 the sole owner of all artwork created pursuant to the election. The County  
11 requires proofs for final approval, prior to printing, fifty (50) days before an  
12 election.
- 13 3. Delivery of Order – Required delivery as specified under County deadlines.  
14 No overages or shortages are accepted.
- 15 4. Shipping Order – PROVOTE will provide shipping F.O.B. Fresno, CA. All  
16 boxes will be sealed in a fashion so as to determine if the seal has been  
17 tampered with during shipping. All boxes will be labeled on the outside and  
18 inside of the front box cover with custom box labels with information such as  
19 Vote Center name, precinct numbers, and quantities to meet County needs. If  
20 these boxes are shipped in another carton, that carton is to be sealed in the  
21 same manner and labeled with the Vote Center numbers of the boxes  
22 contained within. The County is to be notified by telephone or e-mail the day  
23 the ballot stock is shipped. The name of the shipping company, their  
24 telephone number, address, and exact delivery date of the shipment will also  
25 be provided by PROVOTE the day the ballot stock is shipped.

26 C) Summary of Ballot Requirements

- 27 1. Test Ballots or Test Deck Ballots
- 28 a. The County will work with Dominion Voting Systems on the requested test  
decks, and Dominion Voting Systems will provide the test deck  
information to PROVOTE for printing.
- b. Dominion 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 PROVOTE.
- c. Test decks are to be packaged flat, in precinct, ballot type, and/or party,  
determined by the Fresno County Elections Office.
- d. Vendor shall not staple the test deck ballot.
2. Specific Information on Test Ballots or Test Deck Ballots
- a. Paper ballot “Logic and Accuracy Test Decks” are required for testing the  
Dominion ImageCast Central ballot counting equipment in the County.  
These test decks are to be generated by Dominion and printed by  
PROVOTE. For primary elections, a test deck is required for each of the  
political parties. For primary elections all party ballots must be grouped  
together and ordered by precinct and party.
- b. Any other test deck will be requested by the County through Dominion  
Voting Systems and printed by PROVOTE.
3. Vote by Mail Ballots:

## Exhibit A

- 1 a. All registered voters receive vote by mail ballots.
- 2 b. Vote by mail ballots must be printed by individual precincts using software
- 3 generated precinct ID markers.
- 4 c. Words "Vote by Mail" to be printed on each ballot. All vote by mail ballots
- 5 are to be scored and folded.
- 6 d. The vote by mail ballots are to be packaged as follows:
  - 7 • 8 ½" x 11", 8 ½" x 14", 8 ½" x 17", 8 ½" x 18", and 8 ½" x 19" ballots;
  - 8 scores and folds must be centered between vertical timing marks;
  - 9 score the folds. Folded ballots must fit into custom envelope not
  - 10 higher than approximately 5 ⅝".
  - 11 • Vote by mail ballots are not to be stapled on pads nor packed in
  - 12 shrink-wrap.

### 4. Extra Boxes:

- 13 a. The County requires flat, empty ballot boxes for polling place supplies.
- 14 Approximately 800-1,000 boxes are needed for each election to fit the size
- 15 of the ballot (8 ½" x 11", 8 ½" x 14", 8 ½" x 17", 8 ½" x 18", or 8 ½" x 19").

### D) Additional Ballot Information

- 16 a. The County shall never be left off the print schedule prior to a non-
- 17 contracted county.
- 18 b. Vote Center and Vote by Mail Ballots
  - 19 i. The ballot design/watermark and color are determined by the California
  - 20 Secretary of State's Office and applied by PROVOTE. The design and tint
  - 21 must appear on the ballot itself (for example, in the top portion of the
  - 22 ballot with the title of election, instructions, etc.). The ballot color cannot
  - 23 be printed in any of the restricted areas.
  - 24 ii. The type of ballot (Vote by Mail or Vote Center) is printed in black ink or red
  - 25 ink on the type of ballot; precinct number; and instructions. The title of the
  - 26 election is printed in black ink. This information is printed on the top
  - 27 portion of the ballot before the ovals and where restricted areas begin.
  - 28 Ballots are to be printed in five colors (Black, red, green, blue, and
  - 29 brown).
- 30 c. Blank Ballot Paper Stock
  - 31 i. Blank Paper Ballot Stocks are packaged in boxes by vote centers, and
  - 32 clearly labeled with details such as quantity and vote center name. Ballots
  - 33 are flat, and sometimes scored and are packaged and normally in groups
  - 34 of 100 and then shrink-wrapped in groups of 100.

### E) Other requirements and scenarios:

- 35 a. PROVOTE shall provide one sample of each size of printed ballots (8 ½" x 11", 8
- 36 ½" x 14", 8 ½" x 17", 8 ½" x 18", and 8 ½" x 19") and one outgoing envelope and
- 37 one return envelope with the same specification.

## Exhibit A

1           b. PROVOTE should be able to print Intelligent Mail Barcode (“IMB”) on either side  
2           of incoming envelope.

3           F) PROVOTE will provide sample printed ballots upon request of the County for the  
4           purposes of testing readability by the Dominion Image Cast Evolution units.

### 5 **SECTION IV: VOTE BY MAIL (“VBM”) BALLOT PROCESSING AND VOTE BY MAIL** 6 **ENVELOPES**

7 PROVOTE shall provide the following services:

- 8           1. Insert outgoing vote by mail pieces through an automated process with voter specific  
9           data printed on the VBM envelope for all VBM voter data extracts. This includes a  
10           barcode scanner attached to PROVOTE for quality control. PROVOTE shall confirm  
11           barcode readability.
- 12           2. The outgoing mail preparation and inserting typically begins at approximately 56 days  
13           prior to an election. Additional mail preparation and inserting continues through six days  
14           prior to an election. The quantity of mail typically decreases with each mailing. This  
15           process must be available to the County from twenty-nine days prior to an election to six  
16           days prior to an election. Additional outgoing letters shall be processed within 48 hours  
17           to be dropped at the United States Postal Service (“USPS”) in Fresno.
- 18           3. On-site secure storage of all ballot materials prior to processing is required.
- 19           4. IMB as required by the United States Postal Service.
- 20           5. Once the voter data file is forwarded to PROVOTE the turnaround time shall be 2 days.
- 21           6. After the County receives and reviews electronic samples, PROVOTE may print paper  
22           samples.
- 23           7. A County representative will not be on site at PROVOTE to approve ink jetted samples.  
24           An original sample envelope needs to be sent to the County for testing. The County  
25           requires a sample of 50 envelopes with blank ballot paper according to size for each  
26           specific election for testing of the Mail Ballot Verification (“MBV”) system.
- 27           8. The following barcodes must be tested by PROVOTE for readability:
  - 28           a. The return envelope barcode of the precinct number which is used to identify the  
            voter.
  - b. The barcode of the voter ballot issue ID which is used when returning the ballot  
            manually on the County’s election management system and through the County’s  
            MBV system.
  - c. IMB code on return envelope.
9. Preparation shall include the printing of variable voter data as outlined in Paragraph 15:  
            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

## Exhibit A

1 the outgoing window envelope. Delivery of envelopes shall be required no later than 55  
2 days prior to each election shipped to the County. The vote by mail ballot package shall  
3 consist of the following:

- 4 a. Return envelope (approximately 9.125" x 5.875") with variable voter data / IMB.  
5 Voter name and election specific identifying information must show through the  
6 window of the outgoing window envelope. Voter name, mailing address and  
7 outbound IMB will be added to the outgoing envelope. The specifications for the  
8 vote by mail return envelope are as follows:
  - 9 i. Paper – weight and color required: 24 lb. standard weight; colors are  
10 orchid, orange, green, yellow, blue, and brown. Multi-colored envelope –  
11 front flood.
  - 12 ii. Ink – number of colors required on the front, back and inside: 2 colors,  
13 black and red.
  - 14 iii. Flap – options for remoisten glue or peel off tape.
  - 15 iv. Flap – Security tear-off tab measuring approximately 1 3/8" by 2 9/16".  
16 Exception: FCERA elections do not use the tear-off security tab in the  
17 return envelope flap.
- 18 b. Outgoing window envelope (approximately 9.625" x 6.125" with custom window)  
19 – 24 lb. standard weight. The specifications for the vote by mail outgoing  
20 envelope are as follows:
  - 21 i. Paper color required: White with blue flood.
  - 22 ii. Window – approximate 1 3/4" x 4"; position is in the right-hand corner;  
23 cellophane or polyfilm window.
- 24 c. Official Ballot (8 1/2" x 11"; 8 1/2" x 14", 8 1/2" x 17", 8 1/2" x 18", or 8 1/2" x 19").  
25 Official ballots are divided into separate precincts as called for by a specific  
26 election and must be separated and matched with the corresponding voter  
27 addressed return envelope.
- 28 d. Separate instructions to the voter (8 1/2" x 11" paper), which may be multiple  
pages on colored paper and require folding.

10. Receive approval from the United States Postal Service on all envelope artwork and  
design of envelopes.

11. Guarantee a perfect match between the voter specific return envelope and precinct  
specific ballots and other materials during an automated inserting process.

12. Prepare vote by mail mailings per USPS requirements.

13. Must comply with USPS "move update" requirements, NCOA ("National Change of  
Address") and IMB.

14. Must provide five electronic samples of ink-jetted reply envelopes with sample variable  
voter data for County review. The County will test ballot ID barcode. PROVOTE must not  
change ink-jet setting while waiting for the County approval.

15. Printing Specifications for Variable Voter Data

- a. Registered voter information: The County will provide the variable information for  
each registered voter on electronic media in a fixed field format.
  - i. All variable information will be printed on the return vote by mail envelope.

## Exhibit A

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.

ii. The name and address block consist of:

Vote by Mail ID (3 of 9 barcode)	ID must be human readable
Job Line	-Job Number -Sequence number of ballots 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	-Job number -Sequence number of ballots within -Precinct mail or Vote by Mail Indicator -Vote by Mail ID -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.

### 16. 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 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. Barcode must be on both the front and back of the incoming voter returned envelope.

A human readable code line shall 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 for both ballot and Voter line shall be:

Field Description	Length	Sample
Election date	8	08061999 mmddyyyy
File type	8	Regular, mailed, military, permanent
File Date	8	05121999 mmddyyyy
Voter's Political Party	3	REP
Voting Precinct	4	0501

## Exhibit A

1	Affidavit number	10	00F123456
2	Issue number	1	1
3	Voter Name	41	Placeholder J Name Jr
4	Residence Add	50	123 W Streetname Way
5	Res City/State/Zip	33	Fresno, CA 93711
6	Mailing Address	50	PO Box 1234
7	Mailing City	13	Fresno
8	Mailing State	2	CA
9	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)  
Placeholder J Name Jr  
PO Box 1234  
Fresno, CA 93722

A) Human readable lines will be printed above the code 3 of 9 barcode approximately  $\frac{1}{4}$ " from the left-hand edge of the envelope. The format will be as follows: 6 character election date.

B) 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). PROVOTE will be responsible for delivering the sealed outgoing mailer to the Fresno BMAU (Bulk Mail Acceptance Unit).

### SECTION V: VOTER SERVICES MAILERS

1. Voter Notification Card ("VNC"): Provided by the California Secretary of State. PROVOTE must have the capability to print on a template. They would process by inkjet and send out on a biweekly or monthly basis.
2. County Voter Information Guide ("CVIG"): PROVOTE must have the capability to print on a template. CVIG are 8  $\frac{1}{2}$ " X 11" bound booklets between 24 and 120 pages and require printing on the back cover only.
3. Conditional Voter Registration ("CVR") and Provisional Envelopes: PROVOTE must be capable of providing CVR and Provisional Envelopes. The current CVR and Provisional envelopes are approximately 10" X 13" booklet size with attached carbon copy on the front of the envelope. The envelopes are yellow or pink with black ink and allow for front and back printing on the envelope. CVR and Provisional envelopes must be provided in bulk to Fresno County at least 45 days prior to an election.

## Exhibit A

- 1 4. 8D2 Cards: County will provide PROVOTE the layout of the postcard, and PROVOTE  
2 shall inkjet and mail on a biweekly / monthly basis.
- 3 5. 2225(b) Cards: County shall provide PROVOTE the layout of the postcard, and  
4 PROVOTE shall inkjet and mail on a biweekly / monthly basis.
- 5 6. Special mailers: PROVOTE shall maintain capacity to produce any special mailers  
6 requested by County utilizing various sizes and colors.
- 7 7. Inserts: PROVOTE shall maintain capacity to produce multiple inserts of different sizes,  
8 amounts, and colors.
- 9 8. New Homeowner Files – PROVOTE shall maintain the capacity to print new homeowner  
10 records on template provided by the County on a monthly basis.

### SECTION VI: OTHER INFORMATION

- 11 A) Annually, by January 30th of each calendar year, PROVOTE shall submit copies of the  
12 most recent years' independently audited or reviewed financial statements, if requested.
- 13 B) PROVOTE must maintain an effective Emergency Contingency Plan which describes  
14 how and where services will be provided in case of a major interruption in services at  
15 PROVOTE's primary printing location. A copy of this plan must be provided to the  
16 County on an annual basis by January 30th of each calendar year.
- 17 C) PROVOTE must maintain and update as needed its security plan and provide an  
18 updated copy to the County on an annual basis.
- 19 D) PROVOTE shall provide a turnaround time for blank ballot stock of two hours.  
20 PROVOTE shall print and insert ballots and envelopes within the State of California.
- 21 E) PROVOTE shall ensure 100% accuracy in ballot printing, vote by mail processing, and  
22 vote by mail envelopes.
- 23 F) PROVOTE shall provide the following throughout the contract period as such period is  
24 stated in the Agreement:
  - 25 1. Staff who are experts in vote by mail processing.
  - 26 2. 24-7 Customer Service Support Center.
  - 27 3. Flexible on-site customer visits.
  - 28 4. Election Industry Experienced Staff.
  5. PROVOTE shall provide the County with technical information on how to reduce  
costs where appropriate.
  6. PROVOTE shall provide technical support to the County's staff as needed at no  
additional cost to the County.
  7. 100% Digital Printing Solutions.
  8. 100% Ballot Printing and Vote by Mail Assembly and Mailing performed in Porterville,  
California.
  9. Ongoing Tracking and Reporting.



## Exhibit A

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10. Technology updates as needed for ballot printing, vote by mail processing, and vote by mail envelopes at no additional cost to the County.

G) The Fresno County Clerk/Registrar of Voters shall be provided full access without restrictions to PROVOTE's production facilities.

## Exhibit B

### Compensation

The Contractor will be compensated for performance of its services under this Agreement as provided in this Exhibit B. The Contractor is not entitled to any compensation except as expressly provided in this Exhibit B

		FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28
<b>Vote by Mail (VBM) Stubless Ballots</b>						
11" (2 sided)	Per Ballot	\$0.24	\$0.24	\$0.25	\$0.25	\$0.26
14" (2 sided)	Per Ballot	\$0.25	\$0.25	\$0.26	\$0.26	\$0.27
17" (2 sided)	Per Ballot	\$0.26	\$0.26	\$0.27	\$0.27	\$0.28
18" (2 sided)	Per Ballot	\$0.27	\$0.27	\$0.28	\$0.28	\$0.29
19" (2 sided)	Per Ballot	\$0.27	\$0.27	\$0.28	\$0.28	\$0.29
<b>Blank Ballot Stock</b>						
11"	Per Ballot	\$0.12	\$0.12	\$0.13	\$0.13	\$0.14
14"	Per Ballot	\$0.12	\$0.12	\$0.13	\$0.13	\$0.14
17"	Per Ballot	\$0.12	\$0.12	\$0.13	\$0.13	\$0.14
18"	Per Ballot	\$0.12	\$0.12	\$0.13	\$0.13	\$0.14
19"	Per Ballot	\$0.12	\$0.12	\$0.13	\$0.13	\$0.14
<b>Test-Deck-No stubs-prefilled</b>						
11" (2 sided)	Per Ballot	\$0.30	\$0.30	\$0.31	\$0.31	\$0.32
14" (2 sided)	Per Ballot	\$0.30	\$0.30	\$0.31	\$0.31	\$0.32
17" (2 sided)	Per Ballot	\$0.30	\$0.30	\$0.31	\$0.31	\$0.32
18" (2 sided)	Per Ballot	\$0.30	\$0.30	\$0.31	\$0.31	\$0.32
<b>Customer Boxes</b>						
11" Ballot	Per Ballot	\$4.39	\$4.39	\$4.39	\$4.39	\$4.39
14" Ballot	Per Ballot	\$4.39	\$4.39	\$4.39	\$4.39	\$4.39
17" Ballot	Per Ballot	\$4.39	\$4.39	\$4.39	\$4.39	\$4.39
18" Ballot	Per Ballot	\$4.39	\$4.39	\$4.39	\$4.39	\$4.39
19" Ballot	Per Ballot	\$4.39	\$4.39	\$4.39	\$4.39	\$4.39
<b>Additional Pricing / Ballots</b>						
Party Ballots (more than two)		No Charge	No Charge	No Charge	No Charge	No Charge
Database setup ballots		\$420.00	\$420.00	\$420.00	\$420.00	\$420.00
Ballot order received after E-56		0%	0%	0%	0%	0%
Scoring, folding, printing all variable data including inkjet set up		No Charge	No Charge	No Charge	No Charge	No Charge
Split order for deliveries		No Charge	No Charge	No Charge	No Charge	No Charge
Supplemental order setup		\$236.00	\$236.00	\$236.00	\$236.00	\$236.00
Minimum order charge		No Charge	No Charge	No Charge	No Charge	No Charge
<b>Initial Mailing (E-29)</b>						
Assembly, Inserting And Mailing Prep (1 Ballot Card)	Per Piece	\$0.23	\$0.23	\$0.23	\$0.23	\$0.23
Assembly, Inserting And Mailing Prep (2 Ballot Card)	Per Piece	\$0.23	\$0.23	\$0.23	\$0.23	\$0.23
Estimated Postage Rate (1 Ballot Card)	Per Piece	\$0.13	\$0.13	\$0.13	\$0.13	\$0.13
Estimated Postage Rate (2 Ballot Card)	Per Piece	\$0.13	\$0.13	\$0.13	\$0.13	\$0.13

## Exhibit B

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		FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28
	Subsequent Mailing (Weekly To E-7)					
	Assembly, Inserting And Mailing Prep (1 Ballot Card)	Per Piece	\$0.23	\$0.23	\$0.23	\$0.23
	Assembly, Inserting And Mailing Prep (2 Ballot Card)	Per Piece	\$0.23	\$0.23	\$0.23	\$0.23
	Estimated Postage Rate (1 Ballot Card)	Per Piece	\$0.13	\$0.13	\$0.13	\$0.13
	Estimated Postage Rate (2 Ballot Card)	Per Piece	\$0.13	\$0.13	\$0.13	\$0.13
	Minimum Quantity For Subsequent Mailings		100	100	100	100
	Additional Pricing / Mailing					
	Database Setup Mail Ballot File		\$475.00	\$475.00	\$475.00	\$475.00
	Database For Mail Ballot Packets Received After E-56		0%	0%	0%	0%
	Outgoing Envelopes Including Usps Approval Under 100,000	Per Piece	\$0.07	\$0.07	\$0.07	\$0.07
	Outgoing Envelopes Including Usps Approval Over 100,000	Per Piece	\$0.06	\$0.06	\$0.06	\$0.06
	Return Envelopes Including Usps Approval Under 100,000	Per Piece	\$0.08	\$0.08	\$0.08	\$0.08
	Return Envelopes Including Usps Approval Over 100,000	Per Piece	\$0.07	\$0.07	\$0.07	\$0.07
	Envelopes Set Up Including Usps Approval	Per Piece	No Charge	No Charge	No Charge	No Charge
	Mail Ballot Packets Under 100,000	Per Piece	No Charge	No Charge	No Charge	No Charge
	Mail Ballot Packets Over 100,000	Per Piece	No Charge	No Charge	No Charge	No Charge
	Sample Ballot Inserting In Mail Ballot Packets		No Charge	No Charge	No Charge	No Charge
	USPS Mail Ballot Voter Tracking Set Up		No Charge	No Charge	No Charge	No Charge
	USPS Mail Ballot Voter Tracking		0.02	\$0.02	\$0.02	\$0.02
	8d2 Cards	Per Card	\$0.12	\$0.12	\$0.12	\$0.12
	Vote Center Post Cards Color 8 1/2" X 11"	Per Card	\$0.11	\$0.11	\$0.11	\$0.11
	Voter Notification Post Card 8 1/2" X 5 1/2" Black	Per Card	\$0.05	\$0.05	\$0.05	\$0.05
	Precinct Officers Handbook (Over 90 Pages Black Print)	Per Book	\$8.10	\$8.10	\$8.10	\$8.10
	Vote By Mail Insert / Black 8 1/2" X 11"	Per Sheet	\$0.04	\$0.04	\$0.04	\$0.04
	Vote By Mail Insert / Color 8 1/2" X 11"	Per Sheet	\$0.05	\$0.05	\$0.05	\$0.05
	Vote By Mail Insert / Black 17" X 11"	Per Sheet	\$0.08	\$0.08	\$0.08	\$0.08
	Vote By Mail Insert / Color 17" X 11"	Per Sheet	\$0.09	\$0.09	\$0.09	\$0.09
	White Precinct Rosters	Per Page	\$0.08	\$0.08	\$0.08	\$0.08
	Yellow Street Rosters	Per Page	\$0.08	\$0.08	\$0.08	\$0.08
	Assembly Of Rosters	Hourly	\$50.00	\$50.00	\$50.00	\$50.00
	CVIG Inkjetting And Mailing	Per Book	\$0.05	\$0.05	\$0.05	\$0.05
	CVIG Inkjetting And Mailing	Per Book	\$0.05	\$0.05	\$0.05	\$0.05
	CVR / Provisional Envelopes	Per Piece	\$0.41	\$0.41	\$0.41	\$0.41

## Exhibit C

### Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno ("County"), members of a contractor's board of directors ("County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest."

The definition above will be used for purposes of completing this disclosure form.

#### Instructions

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
  - a. The name of the agency/company with which the corporation has the transaction; and
  - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

## Exhibit C

<b>(1) Company Board Member Information:</b>			
<b>Name:</b>		<b>Date:</b>	
<b>Job Title:</b>			
<b>(2) Company/Agency Name and Address:</b>			
<b>(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)</b>			
<b>(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a)</b>			
<b>(5) Authorized Signature</b>			
<b>Signature:</b>		<b>Date:</b>	

## Exhibit D

### Insurance Requirements

#### 1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.
- (F) **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

**Definition of Cyber Risks.** "Cyber Risks" include but are not limited to (i) Security Breach, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) data breach; (iii) breach of any of the Contractor's obligations under Exhibit A of this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose

## Exhibit D

data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) payment card liabilities and costs; (ix) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach response costs, including Security Breach response costs; (xx) regulatory fines and penalties related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

### 2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or [HRRiskManagement@fresnocountyca.gov](mailto:HRRiskManagement@fresnocountyca.gov), and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.
- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
  - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.
  - (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
  - (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.
  - (v) The cyber liability insurance certificate must also state that it is endorsed, and include an endorsement, to cover the full replacement value of damage to,

## Exhibit D

alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.
- (G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.



# Exhibit E

## Data Security

### 1. Definitions

Capitalized terms used in this Exhibit E have the meanings set forth in this section 1.

- (A) **“Authorized Employees”** means the Contractor’s employees who have access to Personal Information.
- (B) **“Authorized Persons”** means: (i) any and all Authorized Employees; and (ii) any and all of the Contractor’s subcontractors, representatives, agents, outsourcers, and consultants, and providers of professional services to the Contractor, who have access to Personal Information and are bound by law or in writing by confidentiality obligations sufficient to protect Personal Information in accordance with the terms of this Exhibit E.
- (C) **“Director”** means the Fresno County Clerk/Registrar of Voters or his or her designee.
- (D) **“Disclose”** or any derivative of that word means to disclose, release, transfer, disseminate, or otherwise provide access to or communicate all or any part of any Personal Information orally, in writing, or by electronic or any other means to any person.
- (E) **“Person”** means any natural person, corporation, partnership, limited liability company, firm, or association.
- (F) **“Personal Information”** means any and all information, including any data, provided, or to which access is provided, to the Contractor by or upon the authorization of the County, under this Agreement, including but not limited to vital records, that: (i) identifies, describes, or relates to, or is associated with, or is capable of being used to identify, describe, or relate to, or associate with, a person (including, without limitation, names, physical descriptions, signatures, addresses, telephone numbers, e-mail addresses, education, financial matters, employment history, and other unique identifiers, as well as statements made by or attributable to the person); (ii) is used or is capable of being used to authenticate a person (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or personal identification numbers (PINs), financial account numbers, credit report information, answers to security questions, and other personal identifiers); or (iii) is personal information within the meaning of California Civil Code section 1798.3, subdivision (a), or 1798.80, subdivision (e). Personal Information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.
- (G) **“Privacy Practices Complaint”** means a complaint received by the County relating to the Contractor’s (or any Authorized Person’s) privacy practices, or alleging a Security Breach. Such complaint shall have sufficient detail to enable the Contractor to promptly investigate and take remedial action under this Exhibit E.
- (H) **“Security Safeguards”** means physical, technical, administrative or organizational security procedures and practices put in place by the Contractor (or any Authorized Persons) that relate to the protection of the security, confidentiality, value, or integrity of Personal Information. Security Safeguards shall satisfy the minimal requirements set forth in section 3(C) of this Exhibit E.

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- (I) **“Security Breach”** means (i) any act or omission that compromises either the security, confidentiality, value, or integrity of any Personal Information or the Security Safeguards, or (ii) any unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, any Personal Information.
- (J) **“Use”** or any derivative of that word means to receive, acquire, collect, apply, manipulate, employ, process, transmit, disseminate, access, store, disclose, or dispose of Personal Information.

### 2. Standard of Care

- (A) The Contractor acknowledges that, in the course of its engagement by the County under this Agreement, the Contractor, or any Authorized Persons, may Use Personal Information only as permitted in this Agreement.
- (B) The Contractor acknowledges that Personal Information is deemed to be confidential information of, or owned by, the County (or persons from whom the County receives or has received Personal Information) and is not confidential information of, or owned or by, the Contractor, or any Authorized Persons. The Contractor further acknowledges that all right, title, and interest in or to the Personal Information remains in the County (or persons from whom the County receives or has received Personal Information) regardless of the Contractor’s, or any Authorized Person’s, Use of that Personal Information.
- (C) The Contractor agrees and covenants in favor of the County that the Contractor shall:
  - (i) keep and maintain all Personal Information in strict confidence, using such degree of care under this section 2 as is reasonable and appropriate to avoid a Security Breach;
  - (ii) Use Personal Information exclusively for the purposes for which the Personal Information is made accessible to the Contractor pursuant to the terms of this Exhibit E;
  - (iii) not Use, Disclose, sell, rent, license, or otherwise make available Personal Information for the Contractor’s own purposes or for the benefit of anyone other than the County, without the County’s express prior written consent, which the County may give or withhold in its sole and absolute discretion; and
  - (iv) not, directly or indirectly, Disclose Personal Information to any person (an “Unauthorized Third Party”) other than Authorized Persons pursuant to this Agreement, without the Director’s express prior written consent.
- (D) Notwithstanding the foregoing paragraph, in any case in which the Contractor believes it, or any Authorized Person, is required to disclose Personal Information to government regulatory authorities, or pursuant to a legal proceeding, or otherwise as may be required by applicable law, Contractor shall (i) immediately notify the County of the specific demand for, and legal authority for the disclosure, including providing County with a copy of any notice, discovery demand, subpoena, or order, as applicable, received by the Contractor, or any Authorized Person, from any government regulatory authorities, or in relation to any legal proceeding, and (ii) promptly notify the County before such Personal Information is offered by the Contractor for such disclosure so that

## Exhibit E

the County may have sufficient time to obtain a court order or take any other action the County may deem necessary to protect the Personal Information from such disclosure, and the Contractor shall cooperate with the County to minimize the scope of such disclosure of such Personal Information.

- (E) The Contractor shall remain liable to the County for the actions and omissions of any Unauthorized Third Party concerning its Use of such Personal Information as if they were the Contractor's own actions and omissions.

### 3. Information Security

- (A) The Contractor covenants, represents and warrants to the County that the Contractor's Use of Personal Information under this Agreement does and will at all times comply with all applicable federal, state, and local, privacy and data protection laws, as well as all other applicable regulations and directives, including but not limited to California Civil Code, Division 3, Part 4, Title 1.81 (beginning with section 1798.80), and the Song-Beverly Credit Card Act of 1971 (California Civil Code, Division 3, Part 4, Title 1.3, beginning with section 1747). If the Contractor Uses credit, debit or other payment cardholder information, the Contractor shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing and maintaining all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the Contractor's sole cost and expense.
- (B) The Contractor covenants, represents and warrants to the County that, as of the effective date of this Agreement, the Contractor has not received notice of any violation of any privacy or data protection laws, as well as any other applicable regulations or directives, and is not the subject of any pending legal action or investigation by, any government regulatory authority regarding same.
- (C) Without limiting the Contractor's obligations under section 3(A) of this Exhibit E, the Contractor's (or Authorized Person's) Security Safeguards shall be no less rigorous than accepted industry practices and, at a minimum, include the following:
  - (i) limiting Use of Personal Information strictly to the Contractor's and Authorized Persons' technical and administrative personnel who are necessary for the Contractor's, or Authorized Persons', Use of the Personal Information pursuant to this Agreement;
  - (ii) ensuring that all of the Contractor's connectivity to County computing systems will only be through the County's security gateways and firewalls, and only through security procedures approved upon the express prior written consent of the Director;
  - (iii) to the extent that they contain or provide access to Personal Information, (a) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, operating systems, and software applications, including, but not limited to, all mobile devices and other equipment, operating systems, and software applications with information storage capability; (b) employing adequate controls and data security measures, both internally and externally, to protect (1) the

## Exhibit E

- Personal Information from potential loss or misappropriation, or unauthorized Use, and (2) the County's operations from disruption and abuse; (c) having and maintaining network, device application, database and platform security; (d) maintaining authentication and access controls within media, computing equipment, operating systems, and software applications; and (e) installing and maintaining in all mobile, wireless, or handheld devices a secure internet connection, having continuously updated anti-virus software protection and a remote wipe feature always enabled, all of which is subject to express prior written consent of the Director;
- (iv) encrypting all Personal Information at advance encryption standards of Advanced Encryption Standards (AES) of 128 bit or higher (a) stored on any mobile devices, including but not limited to hard disks, portable storage devices, or remote installation, or (b) transmitted over public or wireless networks (the encrypted Personal Information must be subject to password or pass phrase, and be stored on a secure server and transferred by means of a Virtual Private Network (VPN) connection, or another type of secure connection, all of which is subject to express prior written consent of the Director);
  - (v) strictly segregating Personal Information from all other information of the Contractor, including any Authorized Person, or anyone with whom the Contractor or any Authorized Person deals so that Personal Information is not commingled with any other types of information;
  - (vi) having a patch management process including installation of all operating system and software vendor security patches;
  - (vii) maintaining appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks of Authorized Employees consistent with applicable law; and
  - (viii) providing appropriate privacy and information security training to Authorized Employees.
- (D) During the term of each Authorized Employee's employment by the Contractor, the Contractor shall cause such Authorized Employees to abide strictly by the Contractor's obligations under this Exhibit E. The Contractor shall maintain a disciplinary process to address any unauthorized Use of Personal Information by any Authorized Employees.
- (E) The Contractor shall, in a secure manner, backup daily, or more frequently if it is the Contractor's practice to do so more frequently, Personal Information received from the County, and the County shall have immediate, real time access, at all times, to such backups via a secure, remote access connection provided by the Contractor, through the Internet.
- (F) The Contractor shall provide the County with the name and contact information for each Authorized Employee (including such Authorized Employee's work shift, and at least one alternate Authorized Employee for each Authorized Employee during such work shift) who shall serve as the County's primary security contact with the Contractor and shall be available to assist the County twenty-four (24) hours per day, seven (7) days per week

## Exhibit E

as a contact in resolving the Contractor's and any Authorized Persons' obligations associated with a Security Breach or a Privacy Practices Complaint.

- (G) The Contractor shall not knowingly include or authorize any Trojan Horse, back door, time bomb, drop dead device, worm, virus, or other code of any kind that may disable, erase, display any unauthorized message within, or otherwise impair any County computing system, with or without the intent to cause harm.

### 4. Security Breach Procedures

- (A) Immediately upon the Contractor's awareness or reasonable belief of a Security Breach, the Contractor shall (i) notify the Director of the Security Breach, such notice to be given first by telephone at the following telephone number (559) 600-3013, followed promptly by email at the following email address: [clerk-elections@fresnocountyca.gov](mailto:clerk-elections@fresnocountyca.gov) (which telephone number and email address the County may update by providing notice to the Contractor), and (ii) preserve all relevant evidence (and cause any affected Authorized Person to preserve all relevant evidence) relating to the Security Breach. The notification shall include, to the extent reasonably possible, the identification of each type and the extent of Personal Information that has been, or is reasonably believed to have been, breached, including but not limited to, compromised, or subjected to unauthorized Use, Disclosure, or modification, or any loss or destruction, corruption, or damage.
- (B) Immediately following the Contractor's notification to the County of a Security Breach, as provided pursuant to section 4(A) of this Exhibit E, the Parties shall coordinate with each other to investigate the Security Breach. The Contractor agrees to fully cooperate with the County, including, without limitation:
  - (i) assisting the County in conducting any investigation;
  - (ii) providing the County with physical access to the facilities and operations affected;
  - (iii) facilitating interviews with Authorized Persons and any of the Contractor's other employees knowledgeable of the matter; and
  - (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards, or as otherwise reasonably required by the County.

To that end, the Contractor shall, with respect to a Security Breach, be solely responsible, at its cost, for all notifications required by law and regulation, or deemed reasonably necessary by the County, and the Contractor shall provide a written report of the investigation and reporting required to the Director within 30 days after the Contractor's discovery of the Security Breach.

- (C) County shall promptly notify the Contractor of the Director's knowledge, or reasonable belief, of any Privacy Practices Complaint, and upon the Contractor's receipt of that notification, the Contractor shall promptly address such Privacy Practices Complaint, including taking any corrective action under this Exhibit E, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards. In the event the Contractor discovers a Security Breach, the Contractor shall treat the

## Exhibit E

Privacy Practices Complaint as a Security Breach. Within 24 hours of the Contractor's receipt of notification of such Privacy Practices Complaint, the Contractor shall notify the County whether the matter is a Security Breach, or otherwise has been corrected and the manner of correction, or determined not to require corrective action and the reason for that determination.

- (D) The Contractor shall take prompt corrective action to respond to and remedy any Security Breach and take mitigating actions, including but not limiting to, preventing any reoccurrence of the Security Breach and correcting any deficiency in Security Safeguards as a result of such incident, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards. The Contractor shall reimburse the County for all reasonable costs incurred by the County in responding to, and mitigating damages caused by, any Security Breach, including all costs of the County incurred relation to any litigation or other action described section 4(E) of this Exhibit E.
- (E) The Contractor agrees to cooperate, at its sole expense, with the County in any litigation or other action to protect the County's rights relating to Personal Information, including the rights of persons from whom the County receives Personal Information.

### 5. Oversight of Security Compliance

- (A) The Contractor shall have and maintain a written information security policy that specifies Security Safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.
- (B) Upon the County's written request, to confirm the Contractor's compliance with this Exhibit E, as well as any applicable laws, regulations and industry standards, the Contractor grants the County or, upon the County's election, a third party on the County's behalf, permission to perform an assessment, audit, examination or review of all controls in the Contractor's physical and technical environment in relation to all Personal Information that is Used by the Contractor pursuant to this Agreement. The Contractor shall fully cooperate with such assessment, audit or examination, as applicable, by providing the County or the third party on the County's behalf, access to all Authorized Employees and other knowledgeable personnel, physical premises, documentation, infrastructure and application software that is Used by the Contractor for Personal Information pursuant to this Agreement. In addition, the Contractor shall provide the County with the results of any audit by or on behalf of the Contractor that assesses the effectiveness of the Contractor's information security program as relevant to the security and confidentiality of Personal Information Used by the Contractor or Authorized Persons during the course of this Agreement under this Exhibit E.
- (C) The Contractor shall ensure that all Authorized Persons who Use Personal Information agree to the same restrictions and conditions in this Exhibit E. that apply to the Contractor with respect to such Personal Information by incorporating the relevant provisions of these provisions into a valid and binding written agreement between the Contractor and such Authorized Persons, or amending any written agreements to provide same.

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**6. Return or Destruction of Personal Information.** Upon the termination of this Agreement, the Contractor shall, and shall instruct all Authorized Persons to, promptly return to the County all Personal Information, whether in written, electronic or other form or media, in its possession or the possession of such Authorized Persons, in a machine readable form used by the County at the time of such return, or upon the express prior written consent of the Director, securely destroy all such Personal Information, and certify in writing to the County that such Personal Information have been returned to the County or disposed of securely, as applicable. If the Contractor is authorized to dispose of any such Personal Information, as provided in this Exhibit E, such certification shall state the date, time, and manner (including standard) of disposal and by whom, specifying the title of the individual. The Contractor shall comply with all reasonable directions provided by the Director with respect to the return or disposal of Personal Information and copies of Personal Information. If return or disposal of such Personal Information or copies of Personal Information is not feasible, the Contractor shall notify the County accordingly, specifying the reason, and continue to extend the protections of this Exhibit E to all such Personal Information and copies of Personal Information. The Contractor shall not retain any copy of any Personal Information after returning or disposing of Personal Information as required by this section 6. The Contractor's obligations under this section 6 survive the termination of this Agreement and apply to all Personal Information that the Contractor retains if return or disposal is not feasible and to all Personal Information that the Contractor may later discover.

**7. Equitable Relief.** The Contractor acknowledges that any breach of its covenants or obligations set forth in this Exhibit E may cause the County irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the County is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the County may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available to the County at law or in equity or under this Agreement.

**8. Indemnity.** The Contractor shall defend, indemnify and hold harmless the County, its officers, employees, and agents, (each, a "**County Indemnitee**") from and against any and all infringement of intellectual property including, but not limited to infringement of copyright, trademark, and trade dress, invasion of privacy, information theft, and extortion, unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, Personal Information, Security Breach response and remedy costs, credit monitoring expenses, forfeitures, losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, fines and penalties (including regulatory fines and penalties), costs or expenses of whatever kind, including attorneys' fees and costs, the cost of enforcing any right to indemnification or defense under this Exhibit E and the cost of pursuing any insurance providers, arising out of or resulting from any third party claim or action against any County Indemnitee in relation to the Contractor's, its officers, employees, or agents, or any Authorized Employee's or Authorized Person's, performance or failure to perform under this Exhibit E or arising out of or resulting from the Contractor's failure to comply with any of its obligations under this section 8. The provisions of this section 8 do not apply to the acts or omissions of the County. The provisions of this section 8 are cumulative to any other obligation of the Contractor to, defend, indemnify, or hold harmless any County Indemnitee under this Agreement. The provisions of this section 8 shall survive the termination of this Agreement.

## Exhibit E

**9. Survival.** The respective rights and obligations of the Contractor and the County as stated in this Exhibit E shall survive the termination of this Agreement.

**10. No Third Party Beneficiary.** Nothing express or implied in the provisions of in this Exhibit E is intended to confer, nor shall anything in this Exhibit E confer, upon any person other than the County or the Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

**11. No County Warranty.** The County does not make any warranty or representation whether any Personal Information in the Contractor's (or any Authorized Person's) possession or control, or Use by the Contractor (or any Authorized Person), pursuant to the terms of this Agreement is or will be secure from unauthorized Use, or a Security Breach or Privacy Practices Complaint.