

EL DORADO COUNTY BOARD OF SUPERVISORS

AGENDA ITEM TRANSMITTAL

Meeting of December 12, 2006

AGENDA TITLE: Contract with Diebold Election Systems for Ballot Printing Services		
DEPARTMENT: Recorder-Clerk-Registrar of Voters	DEPT SIGNOFF:	CAO USE ONLY: C
CONTACT: William E. Schultz	<i>William E. Schultz</i>	<i>Scottie 12-4-06</i>
DATE: 12/01/06 PHONE: 7505		

DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:

Recorder-Clerk-Registrar of Voters recommends your Board approve and Chairman be authorized to execute contract with Diebold Election Systems for ballot printing services. Contract will guarantee pricing through December 31, 2008.

Retroactive as to term (October 20, 2006). Delay due to change in procurement method, with benefit derived from guaranteed pricing through 2008.

CAO RECOMMENDATIONS: *Recommend approval. Laune A Gile 12/14/06*

Financial impact? () Yes (X) No	Funding Source: () Gen Fund () Other
	Other:

<p>BUDGET SUMMARY:</p> <table style="width:100%;"> <tr> <td style="width:60%;">Total Est. Cost</td> <td style="width:10%;"></td> <td style="width:30%; text-align:right;">\$ -0-</td> </tr> <tr> <td>Funding</td> <td></td> <td></td> </tr> <tr> <td> Budgeted</td> <td style="text-align:right;">\$ -0-</td> <td></td> </tr> <tr> <td> New Funding</td> <td style="text-align:right;">\$ -0-</td> <td></td> </tr> <tr> <td> Savings*</td> <td style="text-align:right;">\$ -0-</td> <td></td> </tr> <tr> <td> Other</td> <td style="text-align:right;">\$ -0-</td> <td></td> </tr> <tr> <td>Total Funding</td> <td style="text-align:right;">\$</td> <td></td> </tr> <tr> <td>Change in Net County Cost</td> <td style="text-align:right;">\$</td> <td style="text-align:right;">-0-</td> </tr> </table>	Total Est. Cost		\$ -0-	Funding			Budgeted	\$ -0-		New Funding	\$ -0-		Savings*	\$ -0-		Other	\$ -0-		Total Funding	\$		Change in Net County Cost	\$	-0-	<p>CAO Office Use Only:</p> <table style="width:100%;"> <tr> <td style="width:60%;">4/5's Vote Required</td> <td style="width:10%; text-align:center;">() Yes</td> <td style="width:30%; text-align:center;">(X) No</td> </tr> <tr> <td>Change in Policy</td> <td style="text-align:center;">() Yes</td> <td style="text-align:center;">(X) No</td> </tr> <tr> <td>New Personnel</td> <td style="text-align:center;">() Yes</td> <td style="text-align:center;">(X) No</td> </tr> </table> <p>CONCURRENCES:</p> <table style="width:100%;"> <tr> <td style="width:60%;">Risk Management</td> <td style="width:40%; text-align:center;"><i>cx S</i></td> </tr> <tr> <td>County Counsel</td> <td style="text-align:center;"><i>cx S</i></td> </tr> <tr> <td>Other</td> <td style="text-align:center;">_____</td> </tr> </table>	4/5's Vote Required	() Yes	(X) No	Change in Policy	() Yes	(X) No	New Personnel	() Yes	(X) No	Risk Management	<i>cx S</i>	County Counsel	<i>cx S</i>	Other	_____
Total Est. Cost		\$ -0-																																						
Funding																																								
Budgeted	\$ -0-																																							
New Funding	\$ -0-																																							
Savings*	\$ -0-																																							
Other	\$ -0-																																							
Total Funding	\$																																							
Change in Net County Cost	\$	-0-																																						
4/5's Vote Required	() Yes	(X) No																																						
Change in Policy	() Yes	(X) No																																						
New Personnel	() Yes	(X) No																																						
Risk Management	<i>cx S</i>																																							
County Counsel	<i>cx S</i>																																							
Other	_____																																							

*** Explain**

BOARD ACTIONS:

<p>Vote: Unanimous _____ Or</p> <p>Ayes:</p> <p>Noes:</p> <p>Abstentions:</p> <p>Absent:</p>	<p>I hereby certify that this is a true and correct copy of an action taken and entered into the minutes of the Board of Supervisors.</p> <p>Date: _____</p> <p>Attest: Cindy Keck, Board of Supervisors Clerk</p> <p>By: _____</p>
---	---

EL DORADO COUNTY



RECORDER-CLERK REGISTRAR OF VOTERS

William E. Schultz

**Recorder-Clerk
Commissioner of Civil Marriages**
360 Fair Lane
Placerville CA 95667
www.co.el-dorado.ca.us/countyclerk/
Phone: 530.621.5490
JANE KOHLSTEDT
Assistant Recorder-Clerk

Registrar of Voters
2850 Fairlane Court
P.O. Box 678001
Placerville CA 95667-8001
www.co.el-dorado.ca.us/elections/
Phone: 530.621.7480 Fax: 530.626.5514
NORMA GRAY
Assistant Registrar of Voters

December 1, 2006

Honorable Board of Supervisors
County of El Dorado
330 Fair Lane
Placerville, CA 95667

Honorable Board Members:

Title: Contract with Diebold Election Systems for Ballot Printing Services

Recommendations: It is recommended that your Board approve and Chairman be authorized to execute a contract with Diebold Election Systems for ballot printing services.

Reasons for Recommendation: Diebold will print ballots for El Dorado County and guarantee pricing for the November 7, 2006 election, continuing through December 31, 2008.

Fiscal Impact: Exact costs are not available. The cost of ballots will be determined by the number of registered voters participating in an election.

Net County Cost: See Fiscal Impact above.

Action to be Taken Following Approval: Procurements and Contracts Manager will issue a purchase order to Diebold Election Systems.

Respectfully submitted,

A handwritten signature in cursive script that reads "William E. Schultz".

WILLIAM E. SCHULTZ
Recorder-Clerk-Registrar of Voters

Contract #: 453-J0711

CONTRACT ROUTING SHEET

PROCESSING DEPARTMENT:

Department: Elections
Dept. Contact: Bill Schultz
Phone #: _____
Department Head
Signature: _____

CONTRACTOR:

Name: Diebold Election Systems
Address: 1253 Allen Station Pkwy.
Allen, TX 75002
Phone: _____

CONTRACTING DEPARTMENT: Elections

Compliance with Human Resources requirements? Yes: No:
Compliance verified by: _____

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: Disapproved: Date: 12-1-06 By: [Signature]
Approved: Disapproved: Date: _____ By: _____

ASSIGNMENT

DATE: 12-1-06
ATTORNEY: [Signature]
DEPT./INDEX NO.: [Signature]
BY: [Signature]

** Ballots have already been delivered, satisfactory for 11-08-06 election.*

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: Disapproved: Date: 12-1-06 By: [Signature]
Approved: Disapproved: Date: _____ By: _____

OTHER APPROVAL (Specify department(s) participating or directly affected by this contract). Department(s): _____

Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____

Agm# 453-50711

ORIGINAL



Diebold Election Systems
 Election Services Division
 10315 Airport Road, Suite 102
 Everett, WA 98204
 Tel.: (425) 356-9991
 Fax: (425) 356-9937

BALLOT PRINTING SERVICES AGREEMENT

CUSTOMER:	El Dorado County	DIEBOLD ELECTION SYSTEMS, INC.
Addresses For Notices and Billing:	2850 Fairlane Court, Placerville, CA 95667	P.O. Box 1019 Allen, TX 75013 Overnight Deliveries: 1253 Allen Station Pkwy. Allen, TX 75002 Attn: Contracts Department
For Shipping (if different):		
Contacts:	Bill Schultz, County Clerk-Recorder	Yolanda Hawkins, Contracts Manager Mike Rockenstein, Sales Representative
Phone:	(530) 621-7480	469-675-8990, ext. 1163 // 916-201-5408 (MR)
Fax:		214-383-1596 // -- (MR)
Email:		hawkiny@diebold.com // rockenm@diebold.com

This Ballot Printing Services Agreement is made on October 20, 2006 (the "Effective Date") by El Dorado County, California ("Customer") and Diebold Election Systems, Inc., a Delaware corporation ("DESI").

The parties have caused their duly authorized representatives to sign this Agreement as of the Effective Date.

CUSTOMER		DIEBOLD ELECTION SYSTEMS, INC.	
Authorized Signature	Date	Authorized Signature	Date
Printed Name, Title		Printed Name, Title	
		APPROVED AS TO FORM:	
Authorized Signature	Date	Authorized Signature	Date
Printed Name, Title		Printed Name, Title	

TERMS AND CONDITIONS

1. Goods and Services; Timeline; Exclusivity. DESI shall provide to Customer the ballot printing services and ballots ("Goods and Services") in accordance with the specifications identified in Exhibit A ("Specifications"). Customer shall appoint a project manager, who will serve as a first point of contact with DESI, be authorized to make day-to-day decisions relating to this Agreement, and have access to Customer's authorized officials for other decisions. Delivery of the Goods and Services shall proceed according to the timeline set out in Exhibit B ("Timeline"); *provided*, that DESI shall bear no responsibility for delays caused by Customer's failure to timely provide any materials, assistance, comments, or approvals called for by the Timeline or the Specifications. Customer shall provide information and access to personnel reasonably required for DESI to perform its obligations. DESI shall be Customer's exclusive provider of the Goods and Services and equivalent goods and services.

2. Ordering. Customer shall use only DESI-provided ballot printing instructions, a current sample of which is attached hereto as Exhibit C ("Ballot Printing Instructions"), to place orders for Goods and Services.

3. Payment. Customer shall pay DESI the amounts specified in the Ballot Printing Instructions as specified therein. Goods and Services provided on a time-and-materials basis will be invoiced monthly and payment will be made in accordance with _____ (Code Reference). Customer is responsible for all sales, excise, personal property, or other taxes or duties on the amounts paid or Goods and Services provided under this Agreement. If Customer is exempt from such taxes or duties, Customer shall provide DESI with a tax exemption certificate.

4. Term and Termination.

4.1. Term. This Agreement is effective as of the Effective Date and, unless earlier terminated under Section 4.2, expires on December 31, 2008 (the "Term").

4.2. Termination. If either party materially breaches this Agreement and does not cure the breach within 30 days after receiving written notice of the breach from the non-breaching party, the non-breaching party may terminate this Agreement as of a termination date specified in that notice or a subsequent notice delivered within such 30-day period. If the breach cannot be completely cured within the 30-day period, no default shall occur if the party receiving the notice begins curative action within the 30-day period and thereafter proceeds with reasonable diligence and in good faith to cure the breach as soon as practicable.

4.3. Survival. Sections 7 and 8 will survive any expiration or termination of this Agreement.

4.4. Termination For Convenience. Either party shall have the right to terminate this Agreement for any reason upon ninety (90) days' prior written notice to the other party. During the notice period, DESI shall continue to provide Goods and Services for which DESI has accepted orders, unless Customer shall direct that DESI cease

all work, in which case the Agreement shall be deemed terminated consistent with the foregoing during such notice period.

5. Warranty. DESI warrants that the Services will conform to the Specifications. DESI will promptly correct any material non-conformity of the Goods and Services to the Specifications of which DESI is given notice during the Term.

6. Force Majeure. A party's obligations hereunder will be suspended so long as compliance is impeded or prevented by causes beyond such party's reasonable control, which may include acts of God, embargoes, acts of war (including terrorist attacks), labor disturbances, and acts or regulations of governmental entities.

7. Confidential Information. Neither party will use or disclose the other party's Confidential Information without the other party's prior written consent. "Confidential Information" means, as to either party, any information designated as confidential by the party when or before it is disclosed. This paragraph does not apply to information (a) after it becomes publicly known through no fault of the receiving party, (b) already rightfully in the receiving party's possession when received, (c) developed by the receiving party without the use of the other party's Confidential Information, or (d) required to be disclosed by law, so long as the other party is given immediate notice of the request or order that the information be disclosed and the fullest opportunity under law to prevent or limit the disclosure. Each party acknowledges that its breach of this Section may cause the other party substantial and irreparable harm for which the other party would be entitled to equitable relief in addition to any available legal remedies. Each party hereby waives any requirement to post bond or provide other security as a condition to receiving such equitable relief.

8. Disclaimer. EXCEPT FOR ANY WARRANTY EXPRESSLY SET FORTH HEREIN, DESI DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

9. Indemnification. If notified promptly in writing of any action brought against Customer alleging that Customer's use of the Goods and Services infringes a United States patent, copyright, or trademark ("Claim"), DESI will defend the Claim at its expense and pay any costs and damages awarded against Customer, *provided*, that DESI has sole control of and Customer's reasonable cooperation in the defense or settlement of the Claim. If a Claim results in an injunction against Customer's use of the Goods and Services, or if DESI reasonably anticipates such an injunction, DESI will procure for Customer the right to continue using the Goods and Services or replace or modify the Goods and Services to avoid the Claim while retaining substantially the same functionality. Customer shall be responsible for any expenses or damages arising from a third-party patent, copyright, or trademark

infringement claim arising from DESI's compliance with Customer's specific designs or instructions. Each Party shall indemnify the other Party from third-party claims for injury, death, or property damage based on the other Party's alleged gross negligence or willful misconduct. This indemnity will not apply to Claims arising from use of the Goods and Services in combination with third-party products (other than those approved by DESI or set forth in the Specifications), or modification of the Goods and Services not performed or provided by DESI, to the extent such use, combination, or modification is the cause of such Claim. DESI will not be liable for damages arising out of these Terms and Conditions unless caused by DESI's gross negligence or willful misconduct.

10. Limitation of Liability. Neither party will be liable under this Agreement for (1) consequential, special, punitive, or incidental damages or (2) compensatory damages in excess of the total of all amounts payable under this Agreement during the 12-month period preceding the event or events giving rise to liability.

11. Assignment. Neither party may assign any rights or delegate any obligations under in this Agreement without the prior written consent of the other party. Any attempted assignment in violation of this Section will be null and void. Notwithstanding the forgoing, DESI may subcontract the provision of Goods and Services to third-party providers so long as DESI remains liable to Customer for the performance of such Goods and Services.

12. No IP Assignments. Neither party's entering into or performing this Agreement will be deemed to assign, license or otherwise transfer, expressly or by implication, any intellectual property rights the party may hold under the laws of any jurisdiction.

13. Severability. If any term of this Agreement is held to be unenforceable, the other terms of this Agreement shall be enforced to the fullest extent permitted by law.

14. Governing Law. This Agreement will be construed under the laws of the State of California, and the State and Federal courts within California have non-exclusive jurisdiction for all actions to enforce this Agreement.

15. Waiver. No waiver or failure of a party to assert any right under this Agreement on any one occasion will operate as a waiver of any other right on that occasion or any right on any other occasion.

16. Notices. All notices under this Agreement shall be delivered personally, sent by confirmed facsimile transmission, sent by nationally recognized express courier or sent by certified or registered U.S. mail, return receipt requested, to the address shown below or such other address as may be specified by either party to the other party in compliance with this Section.

If to DESI: Diebold Election Systems, Inc.
P.O. Box 1019
Allen, Texas 75013
Attn: Contracts Department

With a copy to: Diebold, Incorporated
5995 Mayfair Road
North Canton, OH 44270
Attn: Vice President and General Counsel

If to Customer:

With a copy to:

Notices shall be deemed effective on personal receipt, receipt of such electronic facsimile confirmation, two days after such delivery by courier and four days after such mailing by U.S. mail.

17. Independent Contractors; No Third-Party Beneficiaries. The parties to this Agreement are independent contractors. Neither party will be liable to the other party or the other party's employees for any rights or benefits such party provides or is required to provide to its own employees. This Agreement is for the sole benefit of the parties hereto and will not be enforceable by any third-party, whether as a third-party beneficiary or otherwise.

18. Interpretation. This Agreement, including the Exhibits attached hereto (which are incorporated herein by this reference), is the complete and final expression of the parties' agreement regarding its subject matter and supersedes all prior or contemporaneous communications or agreements, written or oral, by the parties regarding such subject matter. In the event of any conflict or ambiguity between the terms set forth in the body of this Agreement (i.e., Section 1 through this Section 18) and those set forth in the Ballot Printing Instructions, the terms set forth in the body of this Agreement will prevail. No amendment or supplement to this Agreement is effective unless in writing and signed by both parties' authorized representatives. The word "include" (or any of its derivatives) is deemed to be followed in all contexts by the words "without limitation." Headings are included for convenience and will be ignored in interpreting this Agreement.

**EXHIBIT A
Specifications**

The following standard ballot printing specifications ("Standard Ballot Printing Specifications"), copies of which Customer acknowledges having received, are incorporated by reference into the Agreement:

- AccuVote-OS Ballot Specifications (currently, Revision 2.0, February 24, 2003).
- Test Decks, User's Guide, (currently, Revision 5, February 2005).

Customer acknowledges that DESI may update the Standard Ballot Printing Specifications at any time in its sole discretion, but such updates shall not affect pending orders without the agreement of Customer.

Additional ballot order specifications ("Additional Ballot Order Specifications") may be set out in Ballot Printing Instructions. In the event of a conflict or inconsistency between the Standard Ballot Printing Specifications identified above and any Additional Ballot Order Specifications set out in a Ballot Printing Instructions, the Standard Ballot Printing Specifications shall prevail.

Customer Acknowledgement: _____
(initials)

**EXHIBIT B
Timeline**

RELATIVE DATE(S) (E = Election Day)	CALENDAR DATE(S)	EVENT
	10/20/06	Ballot Printing Services Agreement is executed
E - 83		End of candidate qualification
E - 69		Deadline for submission of ballot data for creation of the election database
E - 69 to E - 54		Ballot building and proofing and final signoff of databases by customer
E - 61 to E - 54		Begin process of submitting databases to DESI
E - 61 to E - 54		Deadline for database to be submitted to DESI
E - 54		Deadline for submission of database and approval to proceed with printing
E - 29		Statutory date for availability of absentee ballots
E		Election Day

1. Timeliness. Ballots can be delivered on time only if Customer adheres to the dates indicated above. Late delivery may occur if reprints are required due to Customer's error or fault or if the date for submitting a database is missed or changes are required after the database is submitted. Customer will pay priority, expedited, or overnight shipping and handling charges when Customer or its agent, representative, or contractor is the cause of any delay that makes such shipping and handling necessary or appropriate under the circumstances.

2. Partial Deliveries. With respect to absentee ballots, DESI may make partial deliveries, so long as a sufficient quantity of ballots is delivered to allow Customer to meet demand and statutory requirements.

3. Proofs. Any proofs required from the printing facility (including proofs where the print facility adds the stub to previously approved ballots) will be supplied via e-mail in a PDF format at no additional charge. If Customer requests paper proofs, an additional charge of \$150.00 plus any overnight shipping charges will apply. ***DESI WILL NOT FAX BALLOT PROOFS.***

4. Database and Ballot Errors. DESI does not change the content of the database. At the print facility the only printing added is the precinct name and the ballot stub. ***Note: If a jurisdiction requires a proof prior to DESI being authorized to print the ballot, the signed authorization will be required to be returned to the DESI Everett facility within 24 hours after the Customer's receipt of the proof.*** If an error is discovered on the ballot, the database must be returned to your ballot builder/programmer for correction. If an error is found after the ballots have been printed, all printing charges for the original printing, as well as the corrected printing, will apply.

EXHIBIT C
Form (Sample) Ballot Printing Instructions

[form attached]

AccuVote-OS

Ballot Specifications



Revision 3.0
July 6, 2006

Copyright

Ballot Specifications

© Diebold Election Systems ULC, 2006.

[All Rights Reserved]

This documentation contains proprietary, trade secret information and is the property of Diebold Elections Systems ULC. The information contained herein may not be disclosed, used, transferred or copied, in whole or in part, without the express prior written consent of Diebold Elections Systems ULC.

Diebold Election Systems ULC
1200 W. 73rd Street, Suite 350
Vancouver, B.C.
Canada V6P 3G5

Disclaimer

NO WARRANTIES OF ANY NATURE ARE EXTENDED BY THIS DOCUMENT.

Any product and related material disclosed herein are only furnished pursuant and subject to the terms and conditions of a duly executed license or agreement to purchase or lease equipment. The only warranties made by Diebold Election Systems ULC, if any, with respect to the products described are set forth in such license or agreement. Diebold Election Systems ULC does not accept any financial or other responsibility that may result from your use of the information in this document or software material, including direct, indirect, special, or consequential damages. You should be very careful to ensure that the use of this information and/or software material complies with the laws, rules, and regulations of the jurisdictions with respect to which it is used. The information contained herein is subject to change without notice.

Diebold Election Systems' products and product upgrades are subject to local statutory and certification requirements and are distributed according to customer contract provisions, need, and availability.

Part number: 733-0112

Document History

Document Number	Revision	Date	Remarks
	1.0	Sept 16, 2002	Reformatted document.
DPPL2009	2.0	February 24, 2003	ISP: Updated content. TT: Updated copyright. Minor format edits.
DPPV000H	3.0	July 6, 2006	Restructured document. Added sections: <ul style="list-style-type: none">• 1.1, <i>Audience</i>• 10, <i>Marking instruments</i> Changed section 1.1, <i>Scope</i> to 1, <i>Introduction</i> . Deleted section 1.2, <i>General</i> .

Table of Contents

1.	Introduction.....	1-1
1.1.	Audience	1-1
2.	Ballot Characteristics.....	2-1
2.1.	Materials	2-1
2.2.	Basis weight	2-1
2.3.	Physical dimensions.....	2-1
2.4.	Ballot cutting.....	2-1
2.5.	Ballot curl.....	2-1
3.	Printing.....	3-1
3.1.	Background colors.....	3-1
3.1.1.	Restrictions	3-1
3.1.2.	Color matching tolerances.....	3-1
3.2.	Black ink	3-1
4.	Restricted Zones and Critical Marks	4-1
4.1.	Calibration zones.....	4-1
4.1.1.	Text and watermarks	4-1
4.1.2.	Background color.....	4-1
4.1.3.	Marks	4-1
4.2.	Timing mark zones	4-1
4.2.1.	Text and watermarks	4-1
4.2.2.	Background color.....	4-1
4.2.3.	Marks	4-2
4.3.	ID mark zones and diagnostic mark zones	4-2
4.3.1.	Text and watermarks	4-2
4.3.2.	Background color.....	4-2
4.3.3.	Marks	4-2
4.4.	Voting position zones	4-2
4.4.1.	Text and watermarks	4-2
4.4.2.	Background color.....	4-3
4.4.3.	Marks	4-3
4.4.4.	Thin oval lines.....	4-3
4.4.5.	Thick oval lines	4-3
5.	Non-Restricted Zones and Non-Critical Marks.....	5-1
5.1.	Non-restricted zones	5-1
5.2.	Ballot identification text.....	5-1

5.3.	General text.....	5-1
5.4.	Watermarks patterns and color striping	5-1
6.	Printed Image Registration	6-1
7.	Folds and Ballot Scoring.....	7-1
8.	Perforations and Stubs.....	8-1
9.	Labels and Adhesive Materials	9-1
10.	Marking Instruments	10-1
11.	Ballot Background Color Selections	11-1

List of Tables

Table 2-1. Ballot size and tolerances.....	2-1
Table 11-1. Allowable PANTONE® ballot background color selections.....	11-6

1. Introduction

This document states the specifications for the printing and cutting of ballots to be used with the Diebold Election Systems AccuVote-OS ballot processing unit.

1.1. Audience

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

2. Ballot Characteristics

2.1. Materials

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

2.2. Basis weight

The weight of the paper stock should be 90 lb. (Index), but this is just a guideline parameter and not a specification. The specification for the physical thickness of the paper provided in section 2.3, *Physical dimensions* supersede any basis weight factors.

2.3. Physical dimensions

The physical ballot size and tolerances are as follows:

Width	8.500 in.	+ 0.030 in. - 0.020 in.
Length	11.000 in.	+ 0.060 in. - 0.000 in.
	14.000 in.	+ 0.060 in. - 0.000 in.
	17.000 in.	+ 0.060 in. - 0.000 in.
	18.000 in.	+ 0.060 in. - 0.000 in.
Thickness (Caliper)	0.0070 in. to 0.0085 in. \pm 0.0005 in.	

Table 2-1. Ballot size and tolerances

NOTE: Thickness dimensions are in ten thousandths of an inch precision, NOT one thousandths of an inch.

2.4. Ballot cutting

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

2.5. Ballot curl

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

3. Printing

In the restricted zones of the ballot layout, only allowable background colors (refer to section 3.1, *Background colors*) and black non-reflective ink (refer to section 3.2, *Black ink*) will be used for printing as specified by each of the restricted zone descriptions (refer section 4, *Restricted Zones and Critical Marks*). Outside of the restricted zones, any color, ink, or watermark pattern may be used. Printed inks on the ballot must be completely dry prior to processing the ballot through the optical scanning device.

3.1. Background colors

The allowable background colors are listed in section 11, *Ballot Background Color Selections*. They are defined by the PANTONE® Color Management System (PMS). The selections provided are taken from the PANTONE® Color Selector 1000 / Uncoated book. Please refer to this table when specifying background colors.

3.1.1. Restrictions

The following describes the background color restrictions for any particular ballot. For each ballot, the background color in all of the restricted zones in the ballot layout must be of the same uniform color and density. The background color for the restricted zones must be selected from those provided in section 11, *Ballot Background Color Selections*. In the restricted zones, only one of the available colors provided can be used per ballot. Outside of the restricted zones, any color or watermark pattern can be used. Refer to section 4, *Restricted Zones and Critical Marks* for the specifications of the restricted zones of the ballot.

3.1.2. Color matching tolerances

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

3.2. Black ink

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

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

4. Restricted Zones and Critical Marks

The layout of the ballot contains restricted zones where specifications must be held within the tolerances. Deviations from the specifications can affect the accuracy of the scanning of the ballot. The following subsections individually describe the restricted zones. For visual reference, refer to the figures provided in section 11, *Ballot Background Color Selections*.

4.1. Calibration zones

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

[0.260 in. from the cut edge of the ballot], by [the full width of the ballot (8.5 in.)]. Refer to the figures provided in section 11, *Ballot Background Color Selections*.

4.1.1. Text and watermarks

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

4.1.2. Background color

The background of the calibration zones must be uniform in color and density and must match the background color and density of the other restricted zones. Refer to section 3.1, *Background colors* for color restrictions.

4.1.3. Marks

No black ink (refer to section 3.2, *Black ink*) is to be used in any of the calibration zones. No marks, text, or smudges can exist in the calibration zones except for portions of the cut tolerance marks (refer to section 2.4, *Ballot cutting*).

4.2. Timing mark zones

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

[the full length of the ballot (8 in., 14 in., 17 in. or 18 in.) minus the calibration zones (top and bottom)], by

[0.125 in., from the center of each timing mark column, to either side of the timing mark column]. See Figure 2 on page 15.

4.2.1. Text and watermarks

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

4.2.2. Background color

The background of the timing mark zones must be uniform in the background color and density and must match the background color and density of the calibration zones. Refer to section 3.1, *Background colors* for color restrictions.

4.2.3. Marks

Black ink (refer to section 3.2, *Black ink*) is to be used to create the timing marks. The printed marks are to have sharp edged boundaries and are to be of uniform density. No marks, text, or smudges can exist in between the individual timing marks or above and below each timing mark column.

4.3. ID mark zones and diagnostic mark zones

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

[between the timing mark zones on each face of the ballot], by [0.092 in. above and below the center of each row of ID marks and diagnostic marks]. Refer to the figure provided in section 11, *Ballot Background Color Selections*.

4.3.1. Text and watermarks

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

4.3.2. Background color

The background of the ID mark and diagnostic mark zones must be uniform in the color and density and must match the background color and density of the calibration zones. See section 3.1, *Background colors* for color restrictions.

4.3.3. Marks

Black ink (refer to section 3.2, *Black ink*) is to be used to create the ID marks and diagnostic marks. The printed marks are to have sharp edged boundaries and are to be of uniform density. No marks, text, or smudges can exist in between the individual ID marks or in the 0.060 in. margin above and below each ID mark row and diagnostic mark row.

NOTE: The ballot identification text at the bottom of the ballot must be no closer than 0.060 in. to the ID mark row (refer to section 5.2, *Ballot identification text*).

4.4. Voting position zones

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

[0.125 in. to either side of the center of each oval], by [0.100 in. above and below the center of each oval]. Refer to the figures provided in section 11, *Ballot Background Color Selections*.

4.4.1. Text and watermarks

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

4.4.2. Background color

The background of the voting position zones must be uniform in the color and density and must match the background color and density of the calibration zones. Refer to section 3.1, *Background colors* for color restrictions.

4.4.3. Marks

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

4.4.4. Thin oval lines

Any visible color (with sufficient contrast relative to the background color), including black ink (refer to section 3.2, *Black ink*) can be used to create the voting position ovals to a line thickness not to exceed 0.003 in.

4.4.5. Thick oval lines

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

5. Non-Restricted Zones and Non-Critical Marks

5.1. Non-restricted zones

Any area(s) NOT listed or described in section 4, *Restricted Zones and Critical Marks* are considered non-restricted zones. The background of these non-restricted zones can be any color or halftone. Any type of text, marks, and/or watermark patterns can be placed in these zones.

5.2. Ballot identification text

Ballot identification text that can optionally be placed below the ID marks on the front and back of the ballot bottom must be positioned as shown in the figures in section 11, *Ballot Background Color Selections*. The bottom of the text must not penetrate the calibration zone and the top of the text must be no closer than 0.060 in. to the ID marks. The height of the text must be no greater than 0.100 in (typically an 8 point font). The text can be printed in any color, including black ink (refer to section 3.2, *Black ink*).

5.3. General text

General text (e.g., headers, footers, candidate and race names) can be printed in any color or halftone, including black ink (refer to section 3.2, *Black ink*), or any font size as long as the text does not penetrate any of the restricted zones listed in section 4, *Restricted Zones and Critical Marks*.

5.4. Watermarks patterns and color striping

Watermark patterns and color striping can be printed in any color or halftone as long as the watermark pattern and/or color striping does not penetrate any of the restricted zones listed in section 4, *Restricted Zones and Critical Marks*.

6. Printed Image Registration

The front to back printed image registration will be within tolerances as long as the specifications for the ballot cutting (cut tolerance marks) have been met (refer to section 2.4, *Ballot cutting*) and the physical dimensions (refer to section 2.3, *Physical dimensions*) have been met.

7. Folds and Ballot Scoring

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

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

8. Perforations and Stubs

Perforations for stubs can only exist on the top or bottom edge of the ballot. The line of perforations must be perpendicular to the side edges of the ballot (i.e., they cannot be skewed.) Perforations for creating a stub at one end of the ballot must not compromise the Ballot Length Dimensions (refer to section 2.3, *Physical dimensions*) when the ballot is separated from the stub nor can it compromise the calibration zone specifications (see section 4.1, *Calibration zones*).

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

9. Labels and Adhesive Materials

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

10. Marking Instruments

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

Berol 7700, PN 611-1111, Felt pen, black ink, black plastic casing

Pencil 4mm, PN 611-1115, Pencil, graphite, red wood casing, 4mm OD

Eberhard Ebony, PN 611-1116, Pencil, graphite, grey wood casing

Contak 440, PN 611-1117, Pencil, graphite, black wood casing

Sharpie Power Mark, PN 611-1118, Felt pen, black ink, white plastic casing

Visible light readers, on the other hand, except a broad range of marking instruments, including those listed above. Do not use yellow, orange, or green markers. Different types of markers and feeding ballots in different orientations may be tried to identify the range of readable marks.

11. Ballot Background Color Selections

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

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

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

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

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

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

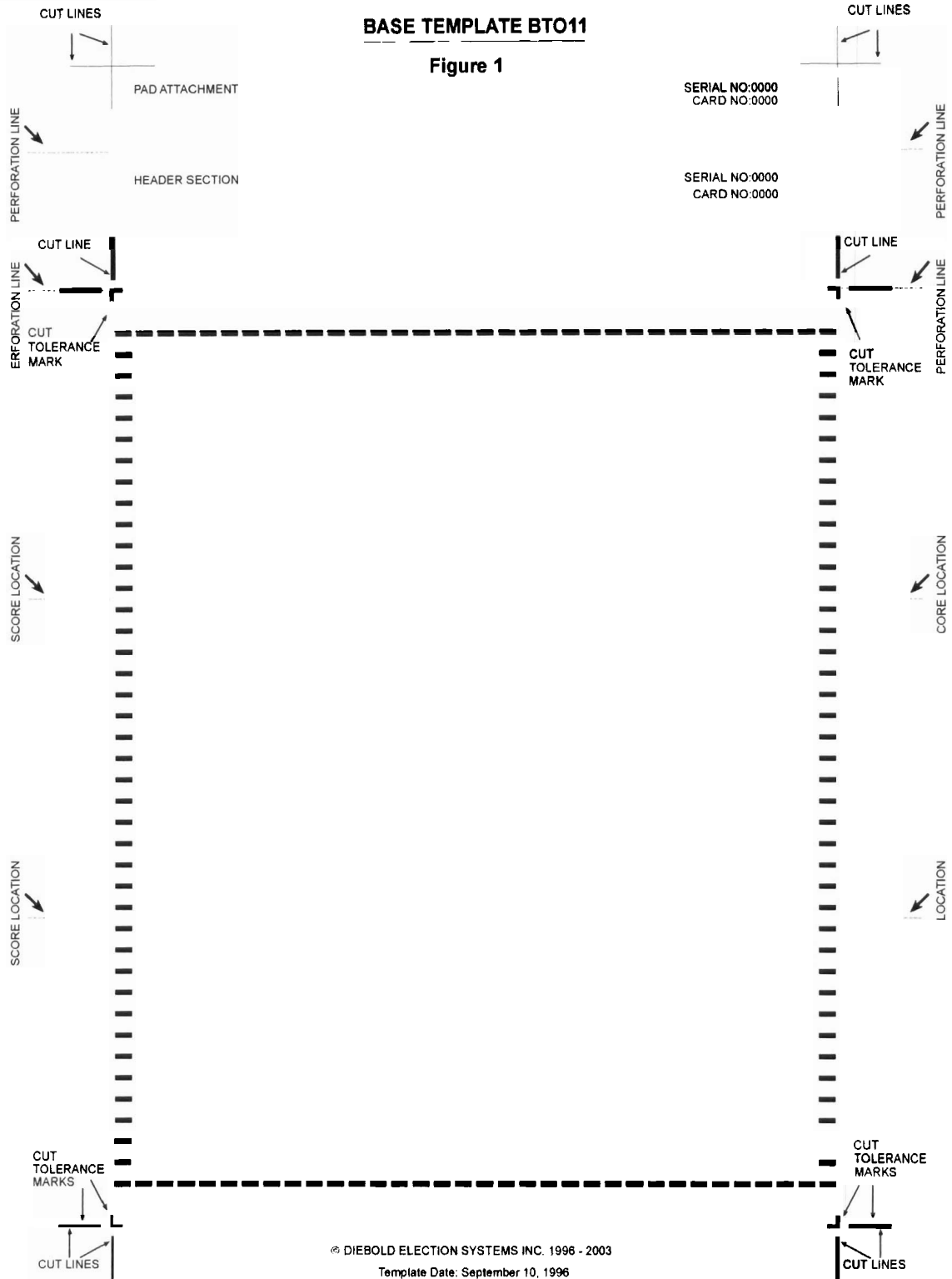
Color	PMS Specification	Color description
	PMS 708 U PMS 709 U PMS 171 U PMS 1655 U	RED RED RED/ORANGE RED/ORANGE
Salmon (Salmon continued)	PMS 1555 U PMS 1565 U PMS 162 U PMS 169 U PMS 1575 U PMS 1625 U PMS 1635 U PMS 163 U PMS 170 U PMS 1645 U PMS 712 U PMS 713 U PMS 164 U	SALMON SALMON SALMON SALMON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

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

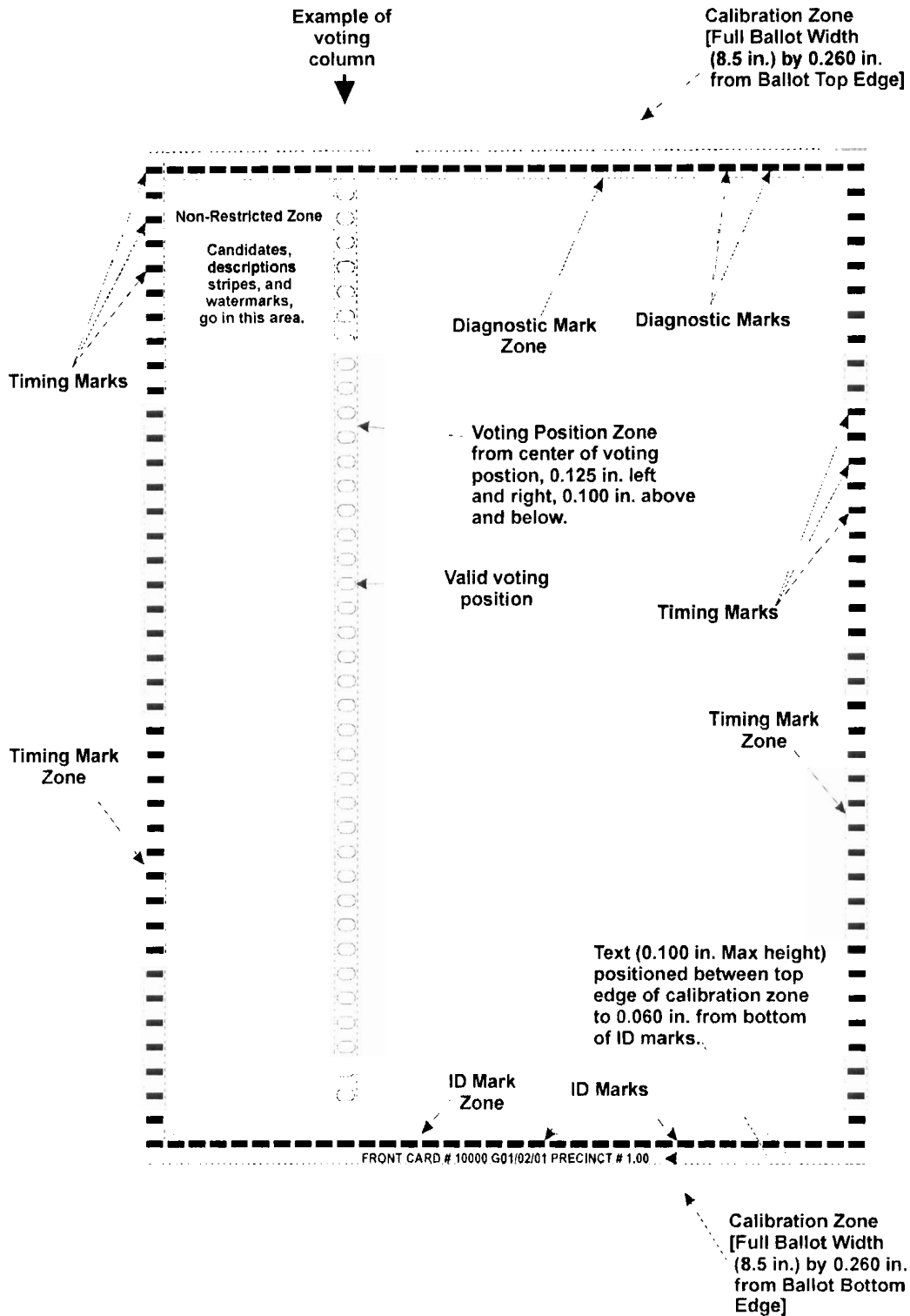
Table 11-1. Allowable PANTONE® ballot background color selections

BASE TEMPLATE BTO11

Figure 1



© DIEBOLD ELECTION SYSTEMS INC. 1996 - 2003
Template Date: September 10, 1996



RESTRICTED ZONE BALLOT LAYOUT
Figure 2

El Dorado County 2006-2008 Ballot Printing Pricing Matrix

Line Item	Terms & Conditions
Setup Charges	
Initial Election Database Setup (standard DESI layout)*	\$250
Supplemental Ballot Order (standard DESI layout)*	\$150
General Charges	
Initial Order	
Printing 2 sides on 11", 14" and 18" Ballots	\$0.37 each
Supplemental Ballot Order	
Printing 2 sides on 11" & 14 and 18" Ballots	\$0.37 each
Perforation	included
Top or Bottom Stub	included
Extra Boxes	\$1.15
Freight	Actual Cost
Test Ballots	
Prefilling of ovals	included
Variable Data Printing	included
Test Ballots Printing on 11", 14" and 18" Ballots	\$0.37 per ballot
Polling Place Ballots	
Variable Data Printing	included
Staple Or Shrink Wrap	included
Package Ballots in County Specified Order	included
Additional Party Ballots over Three (DEM, REP, NP)	\$0.02 per ballot
Labeled Boxes	included
Absentee Ballots	
Scoring	included
Folding	included
Variable Data Printing	included
Package Ballots in County Specified Order	included
Additional Party Ballots over Three (DEM, REP, NP)	\$0.02 per ballot
Split Packaging to Multi-Delivery Points	N/A
Mail Ballots	
Scoring	included
Folding	included
Variable Data Printing	included
Package Ballots in County Specified Order	included
Additional Party Ballots over Three (DEM, REP, NP)	\$0.02 per ballot
Split Packaging to Multi-Delivery Points	N/A

*Special layouts quoted on a per job basis