

**RESOLUTION R-2023-55
LUZERNE COUNTY COUNCIL**

*A Resolution of Luzerne County Council Authorizing the County Manager
to Execute a Contract with NPC, Inc. for Ballot Printing and Mail House Services*

WHEREAS, the Luzerne County Manager has the authority to recommend, and Luzerne County Council has the authority to approve, the execution of certain contracts pursuant to the Luzerne County Home Rule Charter; and

WHEREAS, pursuant to section 2.09.B.8. of the Luzerne County Home Rule Charter, County Council must approve contracts in excess of \$25,000 for an unbudgeted year or contracts in excess of \$75,000 for an aggregate of three unbudgeted years; and

WHEREAS, the Luzerne County Manager is recommending entering into a contract for ballot printing and mail house services for the period of March 1, 2023 through March 1, 2024 pursuant to the terms in the agreement attached hereto as Exhibit "A" and incorporated by reference as though fully set forth herein; and

WHEREAS, County Council desires to authorize the County Manager to execute a contract for ballot printing and mail house services with NPC, Inc.

NOW, THEREFORE, BE IT RESOLVED, Luzerne County Council authorizes the County Manager to execute a contract for ballot printing and mail house services with NPC, Inc. pursuant to the terms and conditions contained in the contract attached as Exhibit "A".

This Resolution shall become effective immediately.

ADOPTED at a meeting of Luzerne County Council held on March 28, 2023.

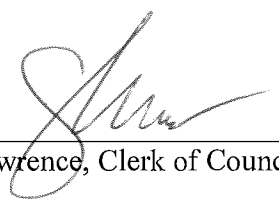
ROLL CALL VOTE (9-2)

YES: Bienias, Lombardo, McDermott, McGinley, Mitchell, Perry, Radle, Thornton and Wolovich

NO: Lescavage and SJ Urban

LUZERNE COUNTY COUNCIL

By: 
Kendra Radle, Chair

Attest: 
Sharon Lawrence, Clerk of Council

LUZERNE COUNTY MANAGER

By: 
Brian Swetz, Acting County Manager



MASTER AGREEMENT

This Agreement is made as of this ____ day of _____, 2023 (“Effective Date”), by and between Luzerne County, Pennsylvania (“Customer”) and NPC, Inc. (“NPC”), a Pennsylvania corporation located at 13710 Dunnings Highway, Claysburg, PA 16625.

WHEREAS, NPC provides certain election related print, mail, and/or digital solution products and related services (collectively referred to as the “Deliverables”); and

WHEREAS, Customer desires to engage NPC for the provision of the Deliverables; and

NOW THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and NPC hereby make the following Agreement as of the Effective Date:

1.0 DELIVERABLES AND SCOPE OF WORK.

1.1 Deliverables. NPC shall provide to Customer the Deliverables set out in one or more Proposal(s), Statement(s) of Work, or Purchase Order(s) (each, a “Statement of Work”) in accordance with and pursuant to the terms and conditions set forth in this Agreement. Each such Statement of Work shall be executed by the Parties. The initial Statement of Work is attached hereto as Exhibit A.

1.2 Statement of Work. Each Statement of Work shall outline the Deliverables to be performed by NPC, and the specifications and pricing for such Deliverables. In the event of a conflict of terms between this Agreement and those conspicuously set forth and agreed upon in a Statement of Work, the conflicting terms of the Statement of Work shall take priority. The Deliverables, specifications and pricing set forth in Exhibit A is for the initial engagement only. NPC will issue a new Statement of Work in the approximate form of Exhibit A for any subsequent engagement requested by the Customer.

1.3 No Legal Advice. Customer acknowledges and agrees that NPC does not provide legal services or advice of any nature as part of the Deliverables and that Customer must obtain legal advice independent of NPC with regard to any matter or issue related to the Deliverables. Customer is solely responsible for ensuring its compliance with all laws, rules and regulations. NPC shall not be liable for any failure on the part of Customer to comply with any applicable laws or any advice provided in the scope of performing for Customer.

2.0 FEES, OTHER CHARGES, AND PAYMENT TERMS.

2.1 Fees. Should Customer and NPC execute a Statement of Work under this Agreement for the provision of Deliverables, Customer agrees to pay to NPC, for each such Deliverable utilized by Customer, a total based upon the price schedule set forth in the Statement of Work.

2.2 Payment Terms. Unless otherwise specified in the Statement of Work, Customer shall pay all invoiced amounts to NPC net 30 calendar days from the date of invoice. Customer shall pay interest on all late payments at the greater of three percent (3%) or the maximum rate permissible under applicable law, calculated daily and compounded monthly. Customer shall reimburse NPC for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under this Agreement or at law (which NPC does not waive by the exercise of any rights hereunder), NPC

shall be entitled to suspend the delivery of any goods or performance of any services if Customer fails to pay any amounts when due hereunder and such failure continues for 15 days following written notice thereof. Any claim concerning payment for any reason must be made by the Customer in writing no later than 10 calendar days following the latter of receipt of delivery or receipt of invoice. Failure to notify NPC within 10 days of any such claim shall mean Customer agrees the work has been accepted and that NPC's performance has fully satisfied all terms, conditions, and specifications.

2.3 Postage Charges. Customer shall prepay all postage charges, as provided in an estimate by NPC, prior to the commencement of production. Unless expressly stated in the Statement of Work, or unless otherwise agreed to in writing between the Customer and NPC, the costs of postage are not included in NPC's pricing. The Customer is fully responsible for all costs and postage associated with the mailing of the items contracted for, in addition to the products and services provided under the Statement of Work.

2.4 Taxes. All amounts due for taxes and assessments are the responsibility of the Customer and may be added to the Customer's invoice. No tax exemption will be granted unless the Customer's "Exemption Certificate" (or other official proof of exemption) accompanies the purchase order.

2.5 Price Adjustments. NPC retains the right to change the pricing in any Proposal or Statement of Work with 30 days' notice to Customer. Statement(s) of Work already contracted by Customer with NPC prior to the end of the Notice Period will not be affected by such Price Adjustments.

3.0 CONFIDENTIAL AND PROPRIETARY INFORMATION.

3.1 Confidential and Proprietary Information. In performing under this Agreement, the parties may be exposed to the confidential and proprietary information regarding the business, operations, systems, pricing or other confidential information or intellectual property of the other. Each party agrees not to use, sell, license, transfer, publish, disclose or display or otherwise make available to others, or to use, such confidential or proprietary information of the other party without prior written permission, or except as necessary for the purpose of providing and receiving, as applicable, the Deliverables, and shall only disclose a party's confidential and proprietary information to those individuals having a need to know in connection with the Deliverables.

3.2 Exclusions. Confidential and Proprietary Information shall not include information that either party can demonstrate: (a) is, as of the time of its disclosure, or thereafter becomes, part of the public domain through a source other than through such party; (b) was known to such party as of the time of its disclosure; (c) is independently developed by such party without the use of any such confidential information, (d) is subsequently learned from a third party not under a confidentiality obligation to the disclosing party; or (e) is required by law to be disclosed.

3.3 Creative Works by NPC. Sketches, copy, dummies, ideas, storyboards, layouts, prototypes, software programs including both source code and compiled versions, reports, machine code intermediate versions of data processed, and all other creative work and other forms of intellectual property developed or furnished by NPC, whether in paper or digital form, and whether communicated visually, orally, electronically or in writing ("Creative Works"), are and remain NPC's exclusive property. Customer may not use or create derivative works from such NPC Creative Works without written approval from NPC.

4.0 WARRANTIES.

4.1 Mutual Warranties. Each party represents and warrants to the other that: (a) it is a duly-organized entity, validly existing and in good standing under the laws of the state of its formation; (b) it has the requisite

power and authority to execute and deliver this Agreement and to fully perform its obligations hereunder; and (c) it is not subject to any contractual or other legal obligation that would reasonably be expected to interfere in any way with its full performance hereof.

4.2 NPC Warranties. NPC represents and warrants that it shall provide, and/or shall cause to be provided, the Deliverables in a timely, professional and workmanlike manner using qualified personnel. Customer understands that all sketched, copy, dummies, prototype, example, and preparatory work shown to the Customer are intended only to illustrate the general type and quality of the work. They are not intended to represent the actual work performed. NPC shall not be responsible for delays caused by Customer, or its agents, subcontractors, consultants, or employees, in providing information, materials or instructions to NPC.

4.3 Customer Warranties. Customer represents and warrants that the mailing lists, mailings, call center scripts and other information, materials and instructions provided by Customer or its designees in connection with the Deliverables (collectively, the "Customer Materials"), and NPC's use thereof to follow Customer's instructions and to provide the Deliverables, does not violate, misappropriate or infringe any applicable law or third party right, including but not limited to any intellectual property right, privacy right or other proprietary right; or any international, federal, or state anti-solicitation or anti-spam law. Customer warrants that it will comply with all laws, rules, and regulations applicable to this Agreement. If NPC is required to pay any fine or penalty resulting from Customer's violation of such laws, rules or regulations, Customer shall immediately reimburse NPC for any such payment.

4.4 Warranties Exclusive. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, STATUTORY, EXPRESS OR IMPLIED. NPC DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OF NON-INFRINGEMENT.

5.0 INDEMNIFICATION.

5.1 Indemnification. Customer shall indemnify, defend, and hold harmless NPC and its officers, directors, employees, agents, affiliates, successors, and permitted assigns ("Indemnified Party") against any and all losses including postage, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement, relating to/arising out of or resulting from any claim or demand of any third party arising out of or occurring in connection with this Agreement or a Statement of Work. Customer shall not enter into any settlement without Indemnified Party's prior written consent. Customer's indemnity under this Section shall be without regard to and without any right to contribution from any insurance maintained by NPC.

6.0 LIMITATION OF LIABILITY, EXPRESS AND IMPLIED:

6.1 CUSTOMER SHALL ARRANGE BY INSURANCE OR OTHERWISE FOR THEIR FULL PROTECTION FROM AND AGAINST ALL LIABILITY TO THIRD PARTIES ARISING OUT OF, OR RELATED TO, THE PERFORMANCE OF THIS AGREEMENT. NPC ASSUMES NO LIABILITY UNDER THIS AGREEMENT FOR ANY LOSSES ARISING OUT OF ANY ACTION OR INACTION BY CUSTOMER, ITS EMPLOYEES, OR

CONTRACTORS, OR ANY THIRD PARTY ACTING ON ITS BEHALF. CUSTOMER AGREES TO HOLD NPC, INC. HARMLESS AGAINST ANY CLAIM BY THIRD PERSONS FOR INJURY, DEATH OR PROPERTY DAMAGE ARISING OUT OF OR IN CONNECTION WITH ITS PERFORMANCE UNDER THIS AGREEMENT.

- 6.2 NPC'S MAXIMUM LIABILITY, WHETHER BY NEGLIGENCE, CONTRACT, OR OTHERWISE, SHALL NOT EXCEED THE FEES PAID TO NPC FOR THE DELIVERABLES FOR THE APPLICABLE STATEMENT OF WORK, EXCLUDING POSTAGE, CASH OR OTHER NON-NPC PRINT INSERTS, AND IN NO EVENT SHALL NPC BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR SIMILAR DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT, OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT NPC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER'S MAXIMUM LIABILITY, WHETHER BY NEGLIGENCE, CONTRACT, OR OTHERWISE, SHALL NOT EXCEED THE FEES DUE TO BE PAID TO NPC FOR THE DELIVERABLES, AND CUSTOMER SHALL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SIMILAR DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS. THE LIMITATIONS AND DISCLAIMERS OF LIABILITY SET FORTH IN THIS SECTION 6 SHALL NOT APPLY IN THE EVENT OF A PARTY'S BREACH OF WARRANTY AND/OR TO A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT.

7.0 TERM AND TERMINATION.

7.1 Term. This Agreement shall commence on the Effective Date and shall continue in full force and effect for a base agreement period of one (1) year thereafter ("Initial Term") unless otherwise terminated in accordance with the provisions of this Agreement with a possible one (1) year extension. After the Initial Term and possible one (1) year extension, this Agreement may be renewed annually at the option of the County for a twelve (12) month renewal term subject to annual pricing adjustments (if any) to be mutually agreed upon by the Parties ("Renewal Term" and, together with the Initial Term, the "Term"). The option for the annual Renewal Term, if exercised, must be made by the County at least 100 days prior to the next scheduled Primary or General election date.

7.2 Termination for Breach. In the event of any material breach of this Agreement by either party, the other party may terminate this Agreement by giving ten (10) days prior written notice thereof; provided, however, that this Agreement shall not terminate at the end of said notice period if the party in breach has cured the breach to the satisfaction of the breached party within the notice period.

7.3 Termination for Convenience. Either party may terminate at any time with sixty (60) days written notice.

7.4 Effectivity Following Termination. Following a termination for any reason, the terms of paragraph 3.0 shall retain full force and effect and the terms of paragraph 2.0 shall remain in effect until all NPC services already performed have been paid in full.

8.0 GENERAL.

8.1 Force Majeure. Neither party shall be considered in default of this Agreement to the extent that any delay or failure in the performance of its obligations results, from any cause beyond its reasonable control, such as acts of God, acts of civil or military authority, failure of post office or other carrier, embargoes, epidemics, pandemics, war, riots, insurrections, fires, explosions, earthquakes, floods, strikes or lockouts.

8.2 Assignment. Customer shall not assign this Agreement, or any of its rights or obligations hereunder, without the prior written consent of NPC. Any such attempted assignment shall be void; provided, however, Customer may assign this Agreement, or any of its rights or obligations hereunder, upon written notice to NPC in connection with a merger, acquisition, reorganization, or sale of all or substantially all of its assets, without the consent of NPC.

8.3 Notices. Any notice that may be given, or is required to be given, under this Agreement, shall be in writing and shall be delivered personally or sent by (a) certified mail, postage prepaid, return receipt requested or (b) reputable overnight courier upon written verification of receipt or (c) verifiable receipt of a facsimile or email communication, and addressed to the appropriate street or email address or facsimile number as applicable and as set forth below or such other address designated by the parties in writing.

8.4 Governing Law & Submission to Jurisdiction. This Agreement is governed under the laws of the Commonwealth of Pennsylvania, and sole jurisdiction and venue for the resolution of any disputes or claims under this Agreement rests with the Court of Common Pleas of Blair County, Pennsylvania or the Federal Court of the Western District of Pennsylvania.

8.5 Complete Agreement. This Agreement and the applicable Statement of Work set forth the entire agreement and understanding of the parties as to the subject matter therein and supersedes all other prior or contemporaneous understandings or agreements, whether written or oral, including but not limited to any response to a Request for Information or Request for Proposal, and may not be modified except in a writing executed by both parties. Promotional product literature, service overviews and other service documentation are not part of this Agreement. The terms of this Agreement shall prevail over any of Customer's general terms and conditions of purchase regardless whether or when Customer has submitted its purchase order or such terms.

8.6 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

8.7 Independent Contractor. The parties' relationship with each other under this Agreement will be that of an independent contractor. Nothing in this Agreement is to be construed as designating one party as an employee, partner of, or joint venturer with, the other party. It is the express understanding and intention of the parties that no relationship of master and servant or principal shall exist between NPC and the employees, customer, or representatives of the customer or between the customers and the employees, costumers, or representatives of NPC, by virtue of this Agreement.

8.8 Shipping Terms. Unless otherwise set forth in the Statement of Work, and if applicable to the provision of the Deliverables, NPC shall deliver all items using NPC's standard methods for packaging and shipping such items, which delivery shall be made FOB Claysburg, Pennsylvania.

8.9 Data Use and Retention. It is the Customer's responsibility to maintain a copy of the original files provided to NPC. NPC is not responsible for accidental damage to media supplied by the Customer, for the integrity of the data transmitted electronically to NPC, or for the accuracy of furnished input or final input. Until digital input can be evaluated by NPC, no claims or promises are made about NPC's ability to perform with such input, and no liability is assumed for problems that may arise using the digital input. Any additional translating, editing, or programming needed to utilize Customer-supplied files will be charged at current rates. It is NPC's policy to retain Customer files for a period of ninety days following the date of final invoice for the applicable job. Upon expiration of ninety days from the date of final invoice, NPC will no longer possess Customer files.

8.10 Nonexclusive. This Agreement provides no exclusive rights to either party. Nothing set forth in this Agreement shall prevent either party from entering into contracts of any nature with third parties.

8.11 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

8.12 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, with the intent to be legally bound as of the Effective Date, the parties hereto have signed this Agreement.

Luzerne County

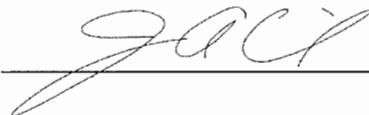
NPC, Inc.

13710 Dunnings Highway
Claysburg, PA, 16625
Tel: 814.239.8787
Fax: 814.239.0206

Email: _____

Email: jamie.eichenlaub@npcweb.com

By: _____

By:  _____

Print Name: _____

Print Name: Jamie Eichenlaub

Print Title: _____

Print Title: Business Development
Election Solutions

EXHIBIT A –STATEMENT OF WORK

Exhibit A to that Master Agreement dated _____, between Luzerne County (“Customer”) and NPC, Inc. (“NPC”).

Introduction

NPC, Inc. (“NPC”) is providing Luzerne County with Election support services described herein for all elections taking place in 2023, with a possible one-year extension for all elections taking place in 2024, and the option to renew annually after the possible one-year extension.

Proposal

Ballot Information Questionnaire

1. *Provide a general overview of your ballot printing process. Include a description of your quality controls and a sample timeline for an election.*

Our commitment to customers is simple: **Listening. Understanding. Delivering.** We listen to your specific needs and objectives, understand your unique challenges and expectations, and then deliver custom solutions and personalized service tailored just for you, all while following industry best practices to ensure quality and efficiency.

To help ensure successful elections for Luzerne County, NPC will assign a Program Manager (PM) and Customer Service Manager to you. These individuals will be dedicated to your account and be available to answer any questions you have and ensure your ballots are printed and delivered/mailed in accordance with specifications. Your PM will gather all deliverables and review with Luzerne County staff in a kick-off meeting to ensure we understand your expectations. The PM will then work with our internal operations team to ensure all materials, staffing, and equipment are available and ready for live production. Actual production will follow the process outlined below in the *Quality Checks* section.

NPC strives to provide reliable delivery of printed and digital solutions to all our customers. It is the requirement that quality should not be sacrificed for cost or schedule. It is the responsibility of all employees to continuously improve each process that he or she controls. It is the desire that every customer expectation be met or exceeded.

NPC’s Quality Assurance (QA) Program is designed to ensure that the agreed upon quality requirements of the customer are achieved in a consistent and a cost-effective manner. It encompasses the entire manufacturing process, from receipt of the requisition through final acceptance of the finished product. The basic purposes of the Quality Assurance Program are to:

- Provide for consistency in the review and consideration of customer requested quality requirements, levels of quality, and quality assurance procedures;

- Ensure that any recommended changes to customer requests are properly coordinated with, and agreed to, by the customer;
- Ensure all product and service components and their respective processes are properly controlled;
- Ensure prompt, effective action in response to product rejections by customers and to complaints of product quality by customers; and
- Ensure full documentation of all actions taken.

At the center of NPC Quality Assurance Program is our Program Manager (PM). The PM is the common link between our customers and our internal Quality Assurance and Production teams. It is the responsibility of the PM to clearly understand all program deliverables and ensure they are communicated clearly and accurately to our Quality and Operations teams. Together this internal team creates and customizes the most effective and efficient processes and workflows to ensure all customer requirements are met.

Program-specific quality measures are managed between the PM and the QA Manager. The PM works directly with the QA Manager to develop a plan that outlines key areas of checks during every phase of production for Election Ballot Printing.

NPC understands that we are responsible for the management and oversight of a critical stage on the election process. Therefore, built numerous quality and security checkpoints have been built into all of our processes and workflows to ensure the accuracy and integrity of the production process.

Quality Checks

1.) Programming and processing of customer files to generate ballots

- a.) PM informs the programming and data processing team of the specifics for each ballot type in accordance with information provided by County (ballot size, colors, number of pages, number of leaves, etc...)
- b.) PM and QA proof the output of the processed ballots against customer-supplied samples to ensure they meet the specifications required. Only after the PM and QA have checked and verified that the proof is correct, can the print files be released for production.
- c.) Digital proofs will be made available via SF1P for the County if the County wishes to view them for accuracy.

2.) Printing of Ballots

- a.) At the startup of each print run, the Printer Operator will inspect print quality to verify the following:
 - i.) Alignment of the image on the sheet(s), by using the Dominion overlay
 - ii.) Number of sides and sheets of the ballot
 - iii.) Ink color(s) of the ballot

- b.) The printer operator must complete a Quality Checklist, which will ensure that proper processes are being followed to produce an accurate ballot.
- c.) The QA team will verify, as a second check, the quality and accuracy of the ballot and confirm it is consistent with the provided specifications.
- d.) Once both sign offs occur from the Print Operator and QA, the Print Operator may then begin to run the print file.
- e.) The ballot used for sign off will be scanned and provided to the county via SFTP for review.
- f.) Live ballots are inspected for quality at the startup of a run, every 2,000 pcs, and at the end of the run.

3.) Printing of Test Decks

- a.) Test decks will be printed on the machine(s) which will be utilized during the live production of vote by mail and in person ballots.
- b.) Along with the test deck, NPC will provide a folding sample of how the ballot is intended to be folded during production of the vote by mail ballots. The county must agree to this folding method before NPC begins production of the vote by mail ballots.

4.) Trimming Ballots

- a.) During production startup, the operator will inspect the following:
 - i.) Trim Size of ballot meets size requirements
 - ii.) Trimming is not skewed
 - iii.) The Dominion overlay is used to ensure that the trim meets the size, margin, squareness tolerance and timing mark requirements
- b.) Before the operator may proceed with trimming, a member of the QA team must verify the trimming specifications are correct
- c.) The overlay is used to inspect a ballot at the startup of a run, every 2,000 pcs, and at the end of the run.

Please see Appendix A – Sample Timeline

2. *List all ballot sizes you are able to print.*

Per our Dominion certification letter, we are certified to produce 11” to 22” ballots.

3. *Are you able to print pre-marked test decks of ballots and provide anticipated results?*

Yes, we produce pre-marked test decks for all of our Dominion customers.

4. *If available, please provide a sample ballot from a previous election.*

A sample ballot is included as part of our response package.

Mail Ballot Fulfillment

1. *Provide a general overview of your mail ballot fulfillment process. Include a description of your quality controls and a sample timeline for an election.*

The process for ballot fulfillment is a continuation that was detailed in Ballot Information Questionnaire, Section 1, Page 9, and continues by following the steps outlined below in *Quality Checks (continued)*.

Quality Checks (continued)

5.) Folding of Ballots

- a.) A folding sample will be supplied to the operator and QA, which will specify the type of fold and size of fold that folder operator must produce. This fold will be signed off by the County before production begins.
- b.) At the beginning of folding, the operator and QA will:
 - i.) Verify that the folded ballot fits into the Secrecy envelope and is not oversized.
 - ii.) Ensure that timing marks are not impacted by the fold.
 - iii.) This fold style will be consistent through all vote by mail packages for the County.
 - iv.) This process will be used for any testing material supplied to the County and any OTC material which require folding
- c.) Product will be inspected by the machine operator at start up, every 2,000 pieces and at the end of the run to ensure that the timing marks are not impacted by the fold.

6.) Inserting of Components into Envelopes

- a.) When the ballots are ready to be inserted into the carrier envelope, the inserter machine operator will reference the scope sheet to ensure all materials are correct and present.
- b.) The first inserted envelope will be inspected by the Inserter operator for accuracy.
- c.) QA shall inspect the components to be inserted into the Vote by Mail package to ensure the following are correct. These components will be listed onto the Production Summary by the CSR and Project Manager:
 - i.) Carrier envelope
 - ii.) Return envelope
 - iii.) Secrecy envelope
 - iv.) Ballot
 - v.) Instruction sheet
 - vi.) Referendum or any additional inserts if applicable
- d.) The machine operator and QA team will sample a package every at the start of the run, every 2,000 pieces and at the end of the run.

7.) Inkjetting / Addressing of the carrier envelope

- a.) For Vote by Mail Ballots and Test Materials, at start up, the Inkjet operator and QA team will ensure that all required information has been printed onto the return envelope and the outer envelope by comparing it to the information provided.
- b.) The Inkjet operator and QA will sign off that the information accurately displayed.
- c.) The following additional controls are in place to ensure the accuracy of each packet as the packet is being fed into the machine.
 - i.) Camera #1 reads the barcode on the ballot through the window of the carrier envelope
 - ii.) Camera #2 reads the barcode on the return envelope
 - iii.) The two cameras listed above relay the barcode information to the Job Controller software. If the barcodes do not match what is in the database, the machine will not print and the piece will divert from the production line. If the 2 barcodes match what is in the database, the Job Controller will continue to the next phase, which is to choose the next available recipient (based on presort order) of the successfully processed barcode. The inkjet will print the voter information and 3 of 9 barcode of the queue id inside the window of the carrier envelope (onto the return envelope). It will also print the address information of the recipient onto the carrier envelope.
 - iv.) Camera #3 decodes the 3 of 9 barcode which has just been printed to ensure it can be decoded.
 - v.) If the barcode can be decoded, the package continues down the line to the exit scan camera, which verifies that all mail packets are accounted. If the barcode cannot be decoded, it will be diverted from the production line.
 - vi.) In addition to the cameras listed above, NPC utilizes a secondary inspection base on the inkjet line. This inspection base will inspect all three checkpoints one additional time (ballot barcode, 3 of 9 barcode and 2d barcode on the outer envelope.) If all three match once more, the piece will continue to the mail tray. If it fails inspection on this additional base, the mail piece will divert from the production line.

8.) Data Reporting / Real-time feedback

- a.) QA will be monitoring the reporting to check for any anomalies.
- b.) Every piece that contains an anomaly will be manually inspected by the QA. No mail will enter the mailstream without first inspecting the reporting. This will ensure each voter receives the correct ballot.

Please see Appendix A – Sample Timeline

2. *What is your experience working with the United States Postal Office to ensure successful delivery of ballots to voters? Describe your ability to meet any USPS requirements such as presorting or mail-piece design analyst approvals.*

As a United States Postal Service authorized plant-load facility, USPS postal workers maintain an office in our building. The in-house USPS operation allows the County's finished ballot mail pieces to be verified and processed on-site and directly enter the mail stream – without another delivery or touch point. We will work very closely with the United States Postal Service to confirm the mail meets Postal Service requirements and offers the best value while ensuring the ballots are delivered as quickly as possible to voters. NPC will presort all voter files and apply all United States Postal Service bar-coding to achieve the lowest applicable First-Class Mail postage rate.

3. *Describe your quality control protocols for mail ballot packet fulfillment (making sure each voter in the voter file receives the correct ballot style).*

The following sections ensure each voter in the voter file receives the correct ballot style.

Inkjetting / Addressing of the carrier envelope

- d.) For Vote by Mail Ballots and Test Materials, at start up, the Inkjet operator and QA team will ensure that all required information has been printed onto the return envelope and the outer envelope by comparing it to the information provided.
- e.) The Inkjet operator and QA will sign off that the information accurately displayed.
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 - x.) Camera #3 decodes the 3 of 9 barcode which has just been printed to ensure it can be decoded.
 - xi.) If the barcode can be decoded, the package continues down the line to the exit scan camera, which verifies that all mail packets are accounted. If the barcode cannot be decoded, it will be diverted from the production line.
 - xii.) In addition to the cameras listed above, NPC utilizes a secondary inspection base on the inkjet line. This inspection base will inspect all three checkpoints one additional time (ballot barcode, 3 of 9 barcode and 2d barcode on the outer envelope.) If all three match once more, the piece will continue to the mail tray.

If it fails inspection on this additional base, the mail piece will divert from the production line.

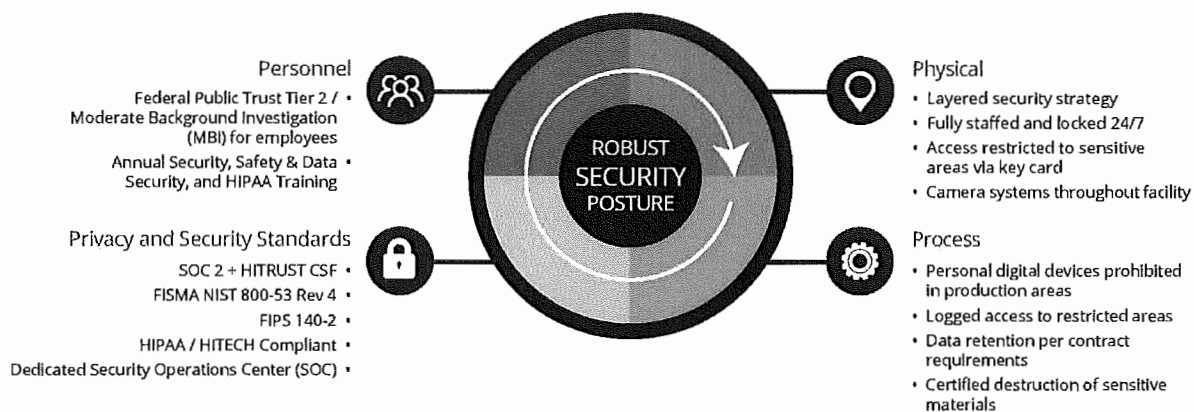
7.) Data Reporting / Real time feedback

- c.) QA will be monitoring the reporting to check for any anomalies.
 - d.) Every piece that contains an anomaly will be manually inspected by the QA. No mail will enter the mailstream without first inspecting the reporting. This will ensure each voter receives the correct ballot.
4. *If available, please provide a sample outgoing envelope, return envelope, and ballot secrecy sleeve from a previous election.*
 A sample outgoing envelope, return envelope, and ballot secrecy sleeve are included as part of our response package.

Security and Contingency Planning Questionnaire

1. *Describe your physical security protocols for work areas (e.g. access controls, surveillance systems, visitor policies, etc.).*

Protecting voter information and election data is critically important. NPC goes to great lengths to ensure security, more so than most printing and mailing companies can or are willing to do for their networks. For decades, state and federal agencies have trusted us to be the custodians of their critical data. This is a responsibility we take very seriously, and NPC has taken significant steps to ensure our physical environment is secure, our digital assets are protected, and our employees are well trained.



Our facilities are access controlled and equipped with video surveillance. All employees are required to wear a photo identification at all times and must swipe their NPC-issued badge at various access points throughout the facility in order to be granted access. All County material will be stored within our restricted facility, and the security of all County

information will be maintained throughout the production process. All materials will be stored within our access controlled facility under video surveillance until they enter the mail stream, and as noted above, NPC is a USPS plant-load facility, which means the completed mail packages enter the mail stream within our secure facility.

2. *Describe your criminal background check policy for permanent and temporary employees.*

Criminal background checks are part of the hiring process and NPC. Due to the nature of the work we do and several contractual requirements, the vast majority of employees receive Federal Public Trust Tier 2/ Moderate Background Investigations.

3. *Describe your cyber security protocols.*

In addition to the physical security features above, NPC goes to great lengths to protect customer data. Since 1998, the effectiveness of NPC's internal controls has been examined and annually re-examined by several agencies of the Federal Government, including the Department of Veterans Affairs, the Social Security Administration, and the Centers for Medicare and Medicaid Services. In addition to our customer audits, NPC undergoes several third-party audits throughout the year, including our SOC 2 + HITRUST CSF.

Please refer back to the security graphic in response 3.18.

4. *Describe your contingency planning in the event of a major disruption in operations. For example, do you have multiple print locations, backup printers, or any established partnerships with other vendors?*

NPC has a formal Continuation of Operations Plan that is reviewed and updated regularly. NPC has significant print and mail equipment across two facilities in Blair County as well as a network of print and mail organizations in the North East.

5. *Describe any additional efforts you are undertaking to address potential or known supply chain issues (e.g. obtaining paper or consumables).*

NPC is aware of the challenges in the current paper market. NPC has proactively secured ample Dominion-approved ballot stock. Our Purchasing Department continues to work closely with suppliers to ensure materials are available when needed to minimize disruptions for our customers.

Daily Reports to the County

NPC will provide a daily report that will show the total number of ballots mailed from each data file with a grand total shown at the bottom ("Totals Report"). The Totals Report will be a cumulative report that will include the prior day(s) and add the current day. We believe in providing complete transparency and keeping our customers informed so there are never any surprises.

Ballot Tracking

At the request of Luzerne County, NPC will embed the IMB with the requisite information to track mail packets through the USPS system. NPC can provide Luzerne County with an API (Application Programming Interface) to enable the County to connect USPS tracking data to a County website, providing the USPS data that would allow both election officials and voters to track ballots en route to voters. At an additional cost, NPC can provide the County with access to a web-based system where both election officials and voters can log in to get live information from USPS tracking.

	API		Web-Based	
Outbound Only	\$ 0.12	\$ 2,000.00	\$ 0.14	\$ 6,000.00
Outbound & Inbound	\$ 0.18	\$ 2,000.00	\$ 0.20	\$ 6,000.00
	per piece	set up	per piece	set up

Pricing

NPC's price for Ballot Printing and Mail House Services for the Luzerne County Bureau of Elections is as follows:

Item	Unit Price
Printed Ballot 8.5x11	\$ 0.30
Printed Ballot 8.5x14	\$ 0.32
Printed Ballot 8.5x17	\$ 0.35
Outgoing Mail Ballot Envelope	\$ 0.12
Return Mail Ballot Envelope	\$ 0.12
Ballot Secrecy Envelope	\$ 0.12
Mail Ballot Packet Preparation	\$ 1.55

Additional Prices

- All Special Elections will incur a \$5,000 Program Management Fee in addition to the per unit pricing above
- Tracking options as discussed in the section above
- Pricing is exclusive of postage. NPC does not mark-up postage, and this cost will be actual postage costs, depending on quantities and saturation numbers. Our mailing experts will work with USPS to get Luzerne County the best rate on each mailing, while getting the ballot to the voter as expeditiously as possible.

Not included in original RFP response

Item	Unit Price
Instruction sheets (8.5x11, black ink)	\$ 0.05
* Test Deck Ballots	See note
Envelope Test Decks	\$ 0.50

*NOTE: Test Deck ballots will be charged at the same as the Printed Ballot Unit Price, based on ballot size.

Any projects outside the scope of the pricing list, Luzerne County will supply NPC with detailed project specifications and then NPC will provide a price quote.

Conclusion

NPC has the necessary resources, trained and experienced staff, reliable equipment, specific print and mail knowledge, and a proven record of accomplishment to assist Luzerne County in the significant print and logistical challenges surrounding election ballot preparation and mail-in voting. We are excited for the opportunity to partner with Luzerne County and execute a timely, accurate, and secure vote by mail election.

Luzerne County

By: _____

Print Name: _____

Print Title: _____

NPC, Inc.

By:  _____

Print Name: Jamie Eichenlaub

Print Title: Business Development