



Agenda Action Form Overview

The Board is requested to approve the Durham County Board of Elections' request to enter into a contract with Runbeck Election Services LLC, an Arizona limited liability company, for the printing of ballots. The total value of the contract is \$105,000.00 and will cover a three-year period from July 1, 2025, through June 30, 2028, as outlined in RFP 25-052 for Ballot Printing Services.

In accordance with Article 14A of Chapter 163 of the North Carolina General Statutes and the NC Administrative Code, counties are required to purchase ballots in quantities equal to 100% of registered voters within their jurisdiction. Runbeck Election Services LLC is a certified ballot printer in North Carolina. As mandated by NCGS 163-165.9(b)(1), county boards of elections may only purchase ballots from state-approved vendors.

Scheduled Election Dates are as follows:

- October 7, 2025, Municipal Primary Election
- November 4, 2025, Municipal General Election
- March 3, 2026, Statewide Primary Election
- November 3, 2026, Statewide General Election
- October 5, 2027, Municipal Primary Election
- November 2, 2027, Municipal General Election
- March 7, 2028, Statewide Primary Election

Background/Justification

This request is being made to ensure that the Durham County Board of Elections meets the requirements of Article 14A of Chapter 163 of the General Statutes, the NC Administrative Code and NCGS 163-165.9(b)(1) pertaining to ballot printing. This is a recurring contract for the Board of Elections.

Policy Impact

This item aligns with the Durham County Strategic Goal: Regional Leadership. Acquiring this service will support efforts which ensure that registered voters in Durham County have access to ballots and other election related material printed by the vendor.

Procurement Background

Type of purchase

- ☐ Goods
- ☒ Services
- ☐ Architect, Engineer or Surveyor Services
- ☐ Construction and Repair

Did this request for purchase go through a bid process? Yes ☒ No ☐



Goods: Bids required if $\geq \$30,000$, BOCC approval if $\geq \$90,000$

Services: Bids required if $\geq \$30,000$, BOCC approval if $> \$40,000$

Construction/Repair work: Bids required if $\geq \$30,000$, BOCC approval if $\geq \$500,000$

If yes, attach a copy of bid tab and the minority and women business enterprise (MWBE) compliance review form provided by the Purchasing Division.

If no, why?

- ☐ Sole source exemption
- ☐ Cooperative purchasing program exemption
- ☐ State and federal contract exemption
- ☐ Contract is an amendment to an existing contract
- ☐ Other (please explain)

.

Fiscal Impact

Existing funds in the FY25-26 budget will be used to cover the requested amount in services provided by the vendor.

Recommendation

The County Manager recommends that the Board approve the Board of Elections' contract with Runbeck Election Services, an Arizona limited liability company, in the amount of \$105,000.00 for ballot printing services over the three-year contract period from July 1, 2025, to June 30, 2028, and to authorize the Manager to execute future contract amendments as needed.



Proposal Tabulation

**BALLOT PRINTING SERVICES
for DURHAM COUNTY BOARD OF ELECTIONS
RFP No. 25-052R1**

**Due Date:
June 10, 2025 at 2:00 P.M., Eastern Time**

Proposer	Contact	Total Proposed Cost
Alphagraphics of Downtown Raleigh 3731 Centurion Drive Garner, NC 27529	Chris Andrews, VP of Sales chrisandrews@alphagraphics.com (919)208-3926	\$292,500.00
Runbeck Election Services, LLC 2800 S. 36 th Street Phoenix, AZ 85034	Peter Stuart pstuart@runbeck.net (602)230-0510	\$105,000



ATTACHMENT

Small Business Review Form - Agenda Action Form (AAF)

Department: Board of Elections

Project Name: RFP 25-052 R1 - Ballot Printing Services

Durham County is committed to fostering small business participation by implementing various supportive programs and initiatives designed to enhance their access to county contracts and resources.

Name (Street Address/Zip/Telephone)	Work description	Dollar Value	Percentage of project
N/A	N/A	N/A	N/A

Comments (To be completed by Purchasing):

In review of Small Business utilization, Runbeck Election Services will utilize its own workforce to perform the service on this project, therefore no subcontractor participation was achieved.

Small Business subcontractors reviewed by the Durham County Procurement Team:

Nadia Phillips
Nadia Phillips, Procurement Analyst

07/23/2025
Date

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/05/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC 2375 E. Camelback Rd, Suite 740 Phoenix, AZ 85016		CONTACT NAME: Zoe West PHONE (A/C, No, Ext): 602-374-1338 FAX (A/C, No): E-MAIL ADDRESS: zoe.west@usi.com	
		INSURER(S) AFFORDING COVERAGE NAIC #	
		INSURER A : Citizens Insurance Company of America 31534	
		INSURER B : Hanover Insurance Company 22292	
		INSURER C : Hanover American Insurance Company 36064	
		INSURER D : Gemini Insurance Company 10833	
		INSURER E : Convex Insurance UK Limited NONAIC	
		INSURER F : Allmerica Financial Benefit Ins. Co. 41840	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		<input checked="" type="checkbox"/>	ZB4H22141505	04/01/2025	04/01/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
F	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		<input checked="" type="checkbox"/>	AW4H22141405	04/01/2025	04/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input checked="" type="checkbox"/>	WD4H21828306	04/01/2025	04/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

For Informational Purposes Only

CERTIFICATE HOLDER

CANCELLATION

Durham County
200 E Main Street
Durham, NC 27701

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

**NORTH CAROLINA
DURHAM COUNTY**

SERVICE CONTRACT

THIS CONTRACT is made, and entered into this the 1st day of July 2025, by and between the **COUNTY of DURHAM**, a political subdivision of the State of North Carolina, (hereinafter referred to as “COUNTY”), and Runbeck Election Services, LLC, an Arizona , limited liability company duly authorized to do business in the state of North Carolina, (hereinafter referred to as “CONTRACTOR” or “Runbeck”).

For and in consideration of mutual promises to each as herein after set forth, the parties hereto do mutually agree as follows:

- 1. SCOPE OF SERVICES.** CONTRACTOR hereby agrees to provide the services and/or materials under this contract pursuant to the provisions and specifications identified in “Attachment 1” (hereinafter collectively referred to as “Services”). Attachment 1 is hereby incorporated herein and made a part of this contract. In the case of a conflict between this base contract and any attachment, the terms of this base contract shall control. Time is of the essence with respect to all provisions of this contract that specify a time for performance.

The COUNTY will perform on-going contract monitoring to ensure full compliance with the terms of this contract. CONTRACTOR agrees to cooperate with the COUNTY in its monitoring process and provide documentation and/or information requested during the term of this Agreement for the purpose of monitoring the services provided by CONTRACTOR.

- 2. EFFECTIVE DATE AND TERM OF CONTRACT.** The “effective date” of this Contract shall be the date first set forth above in the preamble to this Contract, irrespective of the date of execution by the parties. The first date written above is July 1, 2025. All renewal or non-renewal periods or deadlines stated in this Contract, if any, shall be calculated based on the “effective date” indicated above.

The Term of this contract for services is from July 1, 2025, to June 30, 2028, unless sooner terminated as provided herein.

- 3. PAYMENT TO CONTRACTOR.**

3a. CONTRACTOR shall receive from COUNTY an amount not to exceed One Hundred and Five Thousand Dollars and Zero Cents. (\$105,000.00) as full compensation for the provision of Services, unless modified by written amendment in accordance with this Contract. COUNTY agrees to pay CONTRACTOR at the rates specified for Services performed to the satisfaction of the COUNTY, in accordance with this contract, and Attachment 1, and accepted by COUNTY. Unless otherwise specified, CONTRACTOR shall submit an itemized invoice to COUNTY by the end of the month during which Services are performed. A Funds Reservation number may be assigned to encumber the funds associated with this contract and must appear on all invoices and correspondence sent to COUNTY. Payment will be processed promptly upon receipt and approval of the invoice by COUNTY

3b. The Parties agree and acknowledge that any and all payments described herein are contingent upon prior budgetary approval by the Durham County Board of Commissioners (the Board) for the fiscal year during which services required by this contract are rendered. The Parties agree and acknowledge that if this contract is signed prior to budgetary approval being granted, that COUNTY may terminate the Contract if the requisite approval is not given, pursuant to Section 8.3 below.

- 4. INDEPENDENT CONTRACTOR.** COUNTY and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of COUNTY for any purpose in the performance of CONTRACTOR’s duties under this Contract. Accordingly, CONTRACTOR shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of

CONTRACTOR's activities in accordance with this Contract. For purposes of this contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

CONTRACTOR, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

- 5. CONFIDENTIALITY, DATA SECURITY, TRAINING AND NON-DISCLOSURE.** CONTRACTOR acknowledges and agrees that, in the course of its engagement with COUNTY, CONTRACTOR or its licensors, subcontractors or suppliers in connection with the services to be rendered under this Contract may receive or have access to "confidential information" or "personal identifiable information".

CONTRACTOR or its licensors, contractors or suppliers has obtained or may need to obtain confidential information from the COUNTY in connection with the provision of services to the COUNTY or the discussions of such a proposed relationship.

The COUNTY and CONTRACTOR desire to stipulate and agree that any disclosure of confidential information in connection with the provision of services or the discussion of such a proposed relationship has occurred or will occur under circumstances and conditions that will protect and preserve the confidentiality of the information.

5.1 DEFINITIONS. As used in this Contract, the following terms shall have the meanings set forth below:

Confidential Information. The term "Confidential Information" shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry, which falls within any of the following general categories:

- a. Trade Secrets. For purposes of this Contract, trade secrets consist of information of the COUNTY or CONTRACTOR or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
- b. Highly Restricted Information. CONTRACTOR acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (b) CONTRACTOR will also comply with any more restrictive instructions or written policies that may be provided by the COUNTY from time to time to protect the confidentiality of Highly Restricted Information, as defined below:
 1. Information of the COUNTY or its suppliers, contractors or licensors marked "Confidential" or "Proprietary."
 2. Information relating to criminal investigations conducted by the COUNTY, and records of criminal intelligence information compiled by the COUNTY.
 3. Information contained in the COUNTY's personnel files, as defined by NCGS §153A-98. This consists of all information gathered by the COUNTY about employees, except for that information which is a matter of public record under North Carolina law.
 4. Citizen or employee social security numbers collected by the COUNTY.

5. Computer security information of the COUNTY, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.
6. Local tax records of the COUNTY that contained information about a taxpayer's income or receipts.
7. Any attorney/client privileged information disclosed by either party.
8. Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.
9. The name or address of individual homeowners who, based on their income, have received a rehabilitation grant to repair their home.
10. Protected Information (PHI), as defined in the Insurance Portability and Accountability Act (HIPAA), and any other information that is designated as confidential under federal or state law.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential information shall include information disclosed or revealed within one year prior to the date of this Contract.

Personal Identifiable Information. The term "Personal Identifiable Information" shall mean information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked to a specific individual.

5.2 RESTRICTIONS. CONTRACTOR shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

- a. Not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the COUNTY in writing.
- b. Not directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an employee, agent, subcontractor or CONTRACTOR of the COUNTY or CONTRACTOR having a need to know such Confidential Information for purpose or performing work contemplated by this Contract between the COUNTY and CONTRACTOR, and who has executed a confidentiality agreement incorporating substantially the form of this Confidentiality and Non-Disclosure Agreement. CONTRACTOR shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted Information to any third party without the County's prior written consent. For clarity, "Highly Restricted Information" shall be narrowly construed to mean data whose disclosure would cause material harm or is governed by statutory restriction. Disclosure to third-party service providers under contract and bound by confidentiality shall not constitute a breach.
- c. Not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written contracts between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
- d. Not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
- e. Use reasonable efforts (such as seeking injunctive relief where reasonably necessary, internal disciplinary action, contract enforcement, or escalation to legal remedies) to prohibit its employees,

agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.

- f. In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, CONTRACTOR shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information. Notwithstanding the foregoing, nothing herein shall prevent CONTRACTOR from complying with a legally binding order, subpoena, or regulatory obligation, provided that CONTRACTOR shall, to the extent legally permissible, give immediate written notice to the COUNTY to allow it to seek protective relief.
- g. All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the COUNTY or destroyed upon satisfaction of the purpose of the disclosure of such information.

Notwithstanding the foregoing, CONTRACTOR may retain one (1) sanitized archival copy of materials strictly necessary to comply with (i) an applicable law, regulation, or valid governmental/regulatory request, or (ii) enforces its rights to perform its obligations under this Agreement. Any such retained copy:

- 1. Scope. Shall not include any live election data, actual ballots, voter identifiable information, or other election-sensitive materials subject to restricted custody under applicable law, including but not limited to N.C. Gen. Stat. §§ 163-165.1 and 163-182.12.
 - 2. Notice and Justification. CONTRACTOR shall, prior to retention, identify in writing to the County the specific materials retained and the legal or regulatory basis for retention.
 - 3. Security Controls. Shall be stored in a secure, access-restricted manner that meets or exceeds the County's security standards for such materials.
 - 4. Survival of Obligations. Shall remain subject to all confidentiality, non-disclosure, and security obligations in this Agreement, which shall survive indefinitely with respect to such materials.
 - 5. Final Disposition. CONTRACTOR shall certify to the County in writing the date and method of final destruction of any retained copy once the legal or regulatory retention requirement has expired.
- h. Restrict employee access to Confidential Information to those employees having a need to know for purposes of their jobs.
 - i. Take all reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract.

5.3 EXCEPTIONS. The COUNTY agrees that CONTRACTOR shall have no obligation with respect to any Confidential Information that CONTRACTOR can establish was:

- a. Already known to CONTRACTOR prior to being disclosed by the COUNTY;
- b. Or becomes publicly known through no wrongful act of CONTRACTOR;
- c. Rightfully obtained by CONTRACTOR from a third party without similar restriction and without breach hereof;
- d. Used or disclosed by CONTRACTOR with the prior written authorization of the COUNTY;

- e. Disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, CONTRACTOR shall first give to the other party notice of such requirement or request;
- f. Disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued Subpoena, provided that CONTRACTOR shall take reasonable steps to obtain an agreement or protective order providing that this Agreement will be applicable to all disclosures under the court order or subpoena.

5.4 REMEDIES. CONTRACTOR acknowledges that the unauthorized disclosure of the Confidential Information will diminish the value of the COUNTY's proprietary interests therein. Accordingly, it is agreed that if CONTRACTOR breaches its obligations hereunder, the COUNTY shall be entitled to equitable relief to protect its interests, including but not limited to injunctive relief, as well as monetary damages.

5.5 DATA SECURITY. The CONTRACTOR shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations and rules.

The CONTRACTOR shall report a suspected or confirmed security breach to the COUNTY Department within twenty-four (24) hours after the breach is first discovered, provided that the CONTRACTOR shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

If a security breach occurs involving COUNTY data that is caused by CONTRACTOR's failure to comply with its data protection obligations under this Agreement, and applicable Federal, State, or local law requires the CONTRACTOR to give written notice to affected persons, CONTRACTOR shall be responsible for the documented costs of such notification. This obligation shall not apply to breaches arising from COUNTY systems, third-party vendors not under CONTRACTOR's control,

5.6 TRAINING AND NON-DISCLOSURE. Upon request by the COUNTY, CONTRACTOR agrees to ensure compliance and the security of "confidential information" and "personal identifiable information", by having its employees, agents and subcontractors take online privacy and security awareness training provided by COUNTY, by way of an internet link or some other electronic method to be provided by COUNTY. CONTRACTOR, at the request of COUNTY, shall execute a non-disclosure agreement if, and when submitted by COUNTY.

5.7 PUBLIC RECORDS. It is expressly understood that as a governmental entity, the COUNTY is subject to the North Carolina Public Records Act and information related to this contract may be requested pursuant to same. In response to any request for information which has been properly labeled as a Trade Secret or Confidential Information, the COUNTY will assert that those are exempt as a Trade Secret or Confidential Information under that Act. Proper labeling will include annotating the bottom of any written document (on the cover and each individual page containing such information) or e-mail with the following footer in at least 12-point bold face type "**Confidential Information**". Any material labeled as Confidential Information constitutes a representation by CONTRACTOR that it has made a reasonable effort in good faith to determine that such material is, in fact, confidential as defined in N.C. Gen. Stat. § 132-1.2. The COUNTY has no duty or obligation to limit access to information which is not explicitly marked in accordance with this provision.

In the event of a legal challenge to the confidentiality of such materials, the COUNTY shall promptly notify CONTRACTOR and, to the extent allowed by law, allow it a reasonable opportunity to intervene or seek

judicial relief. The COUNTY shall not, to the extent allowed by law, release the challenged materials while any such action is pending. CONTRACTOR shall be responsible for any legal costs it incurs in defending confidentiality. Should the COUNTY receive a subpoena or court order for the protected information, it will contact CONTRACTOR and afford it the opportunity to intervene in the action under the same terms and conditions as noted above.

6. INDEMNIFICATION. To the fullest extent permitted by law, COUNTY hereby reserves the right to recover legal expenses including attorney fees, litigation expenses and court costs as well as actual damages or losses suffered by COUNTY, if CONTRACTOR is found to be a proximate cause of damages or losses suffered by COUNTY, resulting from CONTRACTOR's performance during the execution of this Contract. CONTRACTOR shall indemnify and save harmless the County of Durham, their respective officers, agents, servants and employees from and against all claims, losses, and damages arising out of CONTRACTOR's performance under this Contract. CONTRACTOR acknowledges and agrees that this obligation is operative regardless of whether the claim arises from intentional or negligent acts of CONTRACTOR or CONTRACTOR's agents, employees, subcontractors, vendors, or invited guests. CONTRACTOR also acknowledges and agrees that it is responsible to satisfy any claim for damage to, or theft of or from, COUNTY property, to the degree said theft, damage, or claim arises from or is otherwise related to CONTRACTOR's performance under this contract. CONTRACTOR shall not be liable for indirect, incidental, consequential, or punitive damages, except to the extent required by law. This indemnity shall not apply to claims arising from COUNTY's own negligence or willful misconduct. This indemnification shall survive the termination of this agreement.

7. INSURANCE. CONTRACTOR shall procure and maintain for the duration of the contract the following insurance coverage from an insurance company(s) possessing a rating of A-VII or higher from the A.M. Best Company and licensed to do business in North Carolina. All of the policies required of the CONTRACTOR shall contain a waiver of subrogation provision to waive all rights of recovery under subrogation or otherwise against the COUNTY. In the event CONTRACTOR'S Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning "waiver of subrogation" this contract shall govern. CONTRACTOR shall advise the COUNTY of any cancellation, non-renewal, or material change in any policy within ten (10) days of notification of such action and provide updated certificates of insurance evidencing renewals within fifteen (15) days of expiration. CONTRACTOR'S insurance shall be primary and any insurance or self-funded liability programs maintained by the COUNTY shall not contribute with respect to the CONTRACTOR's insurance. In the event CONTRACTOR'S Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning "additional insured" this contract shall govern.

7.1 Commercial General Liability: Insurance Services Office (ISO) Form CG 00 01 on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate.

7.2 Commercial Automobile Liability: ISO Form CA 00 01 covering any auto with limit not less than **\$1,000,000** per accident for bodily injury and property damage.

7.3 Worker's Compensation and Employers Liability: as required by The State of North Carolina, with statutory limits, and Employers Liability Insurance with a limit of no less than **\$1,000,000** per occurrence.

7.4 Cyber Liability: when applicable based on scope of work, policy must cover breach costs,

information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, network security, and loss at no less than **\$1,000,000** per occurrence.

By requiring insurance herein, the COUNTY does not represent that coverage and limits will necessarily be adequate to protect CONTRACTOR, and such coverage and limits shall not be deemed as a limitation on CONTRACTOR's liability under the indemnities granted to the COUNTY in this Contract. CONTRACTOR shall provide the COUNTY a valid certificate of insurance, in advance of the performance of any work, exhibiting coverage required. CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

The failure of the COUNTY at any time to enforce the insurance provisions, to demand such certificates of insurance, or to identify a deficiency shall not constitute a waiver of those provisions, nor reduce obligations of the CONTRACTOR to maintain such insurance or to meet its obligations under the indemnification provisions. Nothing in this section shall waive any right or immunity afforded to either party under applicable law. Any additional or increased insurance coverages requested by the COUNTY after execution of this Contract shall be subject to mutual agreement and may require an equitable adjustment in compensation, if applicable.

8. TERMINATION.

8.1 EVENT OF DEFAULT. Any one or more of the following acts or omissions of the Contractor shall constitute an Event of Default hereunder:

- a. Failure to perform the Services according to the agreed-upon schedule,
- b. Failure to submit any report required hereunder; and/or
- c. Failure to perform or comply with any other covenant, term, or condition of this Agreement.

Upon the occurrence of an Event of Default, the COUNTY may take one or more, or all of the following actions:

- a. Provide Contractor written Notice of the Event of Default, specifying the issue and requiring it to be remedied within seven (7) calendar days of notice, unless both parties agree that a longer period is reasonably required based on the nature of the default. If not timely remedied, COUNTY may terminate the agreement, and/or
- b. Deduct from amounts due, any documented expenses incurred by the COUNTY as a direct result of Contractor's Event of Default; and/or
- c. Treat the agreement as breached and pursue any lawful remedies, including damages and/or specific performance.

8.2 TERMINATION FOR CONVENIENCE. This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period shall begin upon receipt of the Notice of Termination.

8.3 CONTINGENT FUNDING/NON-APPROPRIATIONS. If, at any time after the execution of this Contract, the required funding for this contract is not approved by the Durham County Board of Commissioners, COUNTY may terminate this contract immediately. COUNTY shall notify CONTRACTOR of the non-approval and termination within 30 days of the Board's decision.

8.5 LIMITATION ON DAMAGES. Termination of this Contract, under Section 8.1, 8.2, or 8.3 shall not entitle either party to claim loss of anticipated profits by either party.. The foregoing limitation shall not apply to damages arising from a party's gross negligence, willful misconduct, breach of confidentiality or data security obligations, or performance failures that cause the County to violate applicable election laws or deadlines.

9. COUNTY NOT RESPONSIBLE FOR EXPENSES. COUNTY shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR, unless otherwise agreed in writing. CONTRACTOR shall provide the necessary labor, security, permits and safety measures required to provide Services hereunder.

10. EQUIPMENT. CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.

11. COMPLIANCE WITH LAWS. CONTRACTOR shall abide by all statutes, rules, regulations, laws, and executive orders Federal, State and Local as they relate to, but are not limited to, (i) services in general, (ii) payment of employees, subcontractors and agents, (iii) the Fair Labor Standards Act and (iv) the Wage and Hour Division. In the event CONTRACTOR is determined by the final order of a court or appropriate agency to be in violation of any Federal, State or Local statute, rule, regulation, law or executive order or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY and CONTRACTOR may be declared ineligible for further COUNTY contracts.

12. HEALTH AND SAFETY. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.

13. NON-DISCRIMINATION IN EMPLOYMENT. CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race, sex, national origin or ancestry, martial or familial status, pregnancy, military status, religious belief or non-belief, disability, or any other protected category under local, state, or federal law. In the event CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY, and CONTRACTOR may be declared ineligible for further COUNTY contracts. **Failure to comply with this provision is a breach of this contract and grounds for terminating the contract for cause and without fault or liability to COUNTY.**

14. EMPLOYMENT ADVERTISING REQUIREMENTS. CONTRACTOR shall post local job openings, in connection with this contract, with the NC Works Web Site throughout the term of this Agreement; provided that the foregoing requirement does not limit CONTRACTOR'S ability to advertise and/or otherwise post job openings with other organizations or media outlets.

15. E-VERIFY. As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if CONTRACTOR provides the services to the COUNTY utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the COUNTY.

16. AFFORDABLE CARE ACT REQUIREMENTS (Applicable Only to Staffing Agencies). Beginning in 2015, employers with 100 or more full-time equivalent employees (50 or more beginning in 2016) must offer health insurance coverage that is affordable and provides "minimum value" to full-time employees and dependents as defined by the Patient Protection and Affordable Care Act or face penalties. Staffing companies

under contract with Durham COUNTY are required to provide affordable minimum essential coverage as defined by the Patient Protection and Affordable Care Act and to indemnify Durham COUNTY against any 4980H penalties that result from their failure to provide the appropriate coverage. By signing this contract as a Staffing Company, CONTRACTOR shall comply with the aforementioned health insurance coverage requirements of the Affordable Care Act and indemnify the COUNTY against any associated 4980H penalties. **Please complete Exhibit A and return with this contract.**

17. SECURITY BACKGROUND CHECKS.

A. For Particular Facilities:

1. For County Facilities other than Youth Home or Sheriff Facilities: with the exception of the Security contractor security personnel who have completed a Private Protected Services Board (PPSB) background check, the COUNTY is responsible for requesting criminal history checks on all individuals providing services under this contract who will be obtaining COUNTY identification badges and allowed unescorted access to COUNTY facilities.
2. Youth Home Facilities: Youth Home public safety classifications background checks can be provided by any vendor, or from a North Carolina State agency, providing that the criminal history check falls under the requirements of the North Carolina Criminal Standards and, provided that the criminal history check is done nationwide.
3. Sheriff Facilities – Courthouse and Detention Center. The Sheriff's Office will conduct background investigations for those Contractor employees who will be working at the Courthouse or Detention Center.

B. General Provisions.

A criminal history will not automatically disqualify a Contractor employee from employment on a COUNTY contract unless explicitly mandated by law.

The Contractor will complete the background check process prior to commencing work at Durham County Government. The results of the check will be reviewed by CONTRACTOR's County point of contact who will provide them to the Durham County Security Manager. The Human Resources Department will individually assess and determine the degree to which the nature of a person's criminal conduct has a direct and/or specific negative bearing on a person's fitness or ability to perform contract services in Durham County buildings. The Human Resources Department will consult the Legal Office, as needed, on any negative determinations. The Human Resources Department will notify the Contractor's County point of contact of the results of the review. Contractor can appeal a negative determination by the Human Resources Department to the County Manager or the County Manager's designee for final disposition. Appeals need to be submitted in writing to the County point of contact within 30 days of notice of a decision to remove or deny an individual from working the County contract due to adverse information in the background check.

This information shall be updated annually by the Contractor, 90 days prior to the renewal or extension of the contract and submitted to their County point of contact who will provide them to the Durham County Security Manager. Personnel without a currently approved background check will have their access to those buildings disabled.

Additional background screening may be necessary at specific COUNTY buildings. The Contractor shall provide names of all individuals in the Contractor communications log and to the COUNTY point of contact.

This information will be reviewed annually.

For those Contractor employees who will be working at the Courthouse or Detention Center, the Sheriff's Office will make the security determination. The Contractor will provide the results of their background check to the Major for Support Services who will conduct an additional investigation and then individually assess and determine the degree to which the nature of a person's criminal conduct has a direct and/or specific negative bearing on a person's fitness or ability to perform contract services in the Courthouse or Detention Facility. Contractor can appeal a negative determination to the Chief Deputy for final disposition. Appeals need to be submitted in writing to the Chief Deputy within 30 days of notice of a decision to remove or deny an individual from working the contract due to adverse information in the background check. While an appeal is pending, the employee will not be allowed access to the Courthouse or Detention Facility.

This information will be updated by the Contractor and submitted to the Sheriff's Office annually, 90 days prior to the renewal or extension of the contract. Personnel without a currently approved background check will have their access to those buildings disabled.

18. AUDIT RIGHTS. For all Services being provided hereunder, COUNTY shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, CONTRACTOR must make the materials to be audited available within one (1) week of the request for them.

19. DISPUTE RESOLUTION PROCEDURE. To prevent disputes and litigation, it is agreed by the parties that any claim or dispute between COUNTY and the CONTRACTOR, arising from this Agreement or the services and/or materials being provided by the CONTRACTOR, shall be sent to the Durham COUNTY Manager who shall work with both parties to select a mutually agreed-upon qualified mediator to address the issue. Such request shall be submitted to the COUNTY Manager in writing within fifteen (15) days of the claim or dispute. Upon receipt of a timely written claim, the Manager, or the County Manager's designee, shall notify the Mediator who will conduct a mediation and notify the CONTRACTOR in writing of the decision within forty-five (45) calendar days from the date of the submission of the claim or dispute, unless the Mediator requires additional time to gather information or allow the parties to provide additional information. The Mediator's orders, decisions and decrees shall be non-binding. Mediation, pursuant to this provision, shall be a pre-condition to initiating litigation concerning the dispute. During the pendency of any dispute and after a determination thereof, parties to the dispute shall act in good faith to mitigate any potential damages including utilization of schedule changes and alternate means of providing services and/or materials. The costs of mediation shall be divided equally between parties to the dispute.

The mediation session shall be private and shall be held in Durham COUNTY, North Carolina. Mediation under this provision shall not be the cause for a delay of services and/or materials being provided which is the focus of the dispute.

If the disputed issue cannot be resolved in mediation or either party disagrees with the results of the mediation, the parties may seek resolution in the General Court of Justice in the COUNTY of Durham and the State of North Carolina. Each party agrees to make a good faith effort to comply with this provision.

Notwithstanding the above, the parties acknowledge that strict compliance with procedural steps is important. Therefore, failure to comply with procedural requirements of this mediation clause may, at the Court's discretion, result in a limitation or waiver of certain procedural defenses or rights. This limitation shall not apply unless the non-compliance results in material prejudice to the other party. All substantive legal rights under state law remain otherwise intact.

20. EXISTENCE. CONTRACTOR warrants that it is a corporation or otherwise legal entity duly organized, validly existing, and in good standing under the laws of the State of Arizona and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this contract.

21. CORPORATE AUTHORITY. By execution hereof, the person signing for CONTRACTOR below certifies that he/she has read this contract and that he/she is duly authorized to execute this contract on behalf of the CONTRACTOR.

22. SUCCESSORS AND ASSIGNS. CONTRACTOR shall not assign its interest in this Contract without the written consent of COUNTY. CONTRACTOR has no authority to enter into contracts on behalf of COUNTY.

23. NOTICES. All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

**COUNTY OF DURHAM
COUNTY MANAGER
200 EAST MAIN STREET, 3RD FLOOR
DURHAM, NORTH CAROLINA 27701**

**CONTRACTOR
ATTN: Rizwan Fidai, Chief Revenue Officer
2800 S. 36th Street
Phoenix, AZ 85034**

24. HEADINGS, WAIVER, SEVERANCE. The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary. An alleged waiver of a term of this Agreement by COUNTY, whether express or implied, on one occasion shall not be construed to operate as a waiver on other occasions or other provisions. If County fails to require strict performance of a term of this Agreement, fails to exercise a remedy for a breach of this Agreement, or fails to reject a payment during a breach of this Agreement, that failure does not constitute a waiver of that term or breach. If any part of this Agreement is held to be illegal or invalid by a court of competent jurisdiction, such provisions shall be considered severed and deleted and such severance shall not affect the validity of the remaining provisions hereof.

25. GOVERNING LAW. This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the COUNTY of Durham and the State of North Carolina.

26. REQUIRED PROVISIONS FOR CONTRACTS/AGREEMENTS/GRANTS UTILIZING FEDERAL FUNDS.

Pursuant to the Federal Uniform Guidance Appendix II to 2 CFR Part 200, if federal funds are involved in this contract/agreement/grant agreement, the Contractor/Vendor/Grantee agrees to comply with the provisions specified in Exhibit B-Federal Uniform Guidance Contract Provisions Certification as they apply to the nature and scope of the services provided under this Agreement.

The Contractor/Vendor/Grantee may request clarification of the federal provisions prior to execution, but agrees that all applicable provisions will be complied with fully and in good faith. This compliance shall not be contingent upon further negotiation after execution of this Agreement.

27. LIMITATION OF LIABILITY.

Contractor's total liability for direct damages arising out of or related to this Agreement shall not exceed the total fees paid to the contractor under this agreement. However, this limitation of liability shall not apply to damages arising from the contractor's gross negligence, willful misconduct, or breaches of confidentiality or data security obligations. In no event shall either party be liable to the other for indirect or purely consequential damages, except to the extent such damages are the direct result of the contractor's failure to comply with federal funding requirements or other obligations that the contractor has specifically certified to meet.

28. ENTIRE CONTRACT. This contract, including Attachment 1, and if applicable Exhibit A and Exhibit B, shall constitute the entire understanding between COUNTY and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Service Contract to be executed by their duly authorized officer or agent.

COUNTY OF DURHAM

By: _____

Print Name/Title: _____

Date of Signature: _____

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Crystally Wright, Durham County Interim Chief Financial Officer

CONTRACTOR

By: _____

Print Name/Title: _____

Date of Signature: _____

ATTACHMENTS to follow



SCOPE OF SERVICES FORM

This Scope of Services is an integral part of this contract between the **County of Durham** ("County"), and **Runbeck** ("Contractor"), which contract is dated July 1, 2025 – June 30, 2028. The contractor agrees to provide services and/or materials pursuant to the provisions set forth below.

I. Background/Purpose: *(Why - Provide a brief description of the services being procured.)*

The purpose of this contract is for Runbeck to provide professional and high-quality ballot printing services for upcoming elections conducted by the Durham County Board of Elections.

Election Dates:

- October 7, 2025, Municipal Primary Election
- November 4, 2025, Municipal General Election
- March 3, 2026, Statewide Primary Election
- November 3, 2026, Statewide General Election
- October 5, 2027, Municipal Primary Election
- November 2, 2027, Municipal General Election
- March 7, 2028, Statewide Primary Election

II. References: *(Identify/attach additional documents relevant to this contract, i.e., quotes, proposals, etc.)*

The following documents are incorporated herein by reference to them:

- RFP 25-052 – Ballot Printing Services (Runbeck's Proposal)
- RFP 25-052 – Ballot Printing Services (Small Business Agenda Action Form)

III. Work/Requirements: *(What/Where - Be as detailed as possible in describing the work.)*. The Contractor shall provide the necessary labor, security, permits and safety measures as required to perform the following:

Ballot printing, packaging and delivery for the aforementioned elections to include the following requirements:

Ballot Printing Sizes: (may be printed on one or both sides and the size may vary by election)

- 8.5 x 11
- 8.5 x14
- 8.5 x 17

Packaging and Labeling:

- Printing and shrink wrapping in bundles of 100 by style
- Boxing by ballot style and type
- Secure delivery by truck

Other Printing Specifications:

- Absentee by-mail ballot folding services
- Packing of ballots in customer provided boxes

IV. Schedules/Timelines: *(When – Provide a timetable to complete the work and any phases and/or deadlines.)*

The printing and delivery of ballots will be coordinated between the Durham County Board of Elections and the vendor. The expectation is that ballots are delivered to the Board of Elections well in advance of an initial ballot mailing, as required by statute.

V. Transmittal/Delivery/Accessibility: *(How - Describe delivery methods for reports or deliverables. Include contact information of department procuring the services. Describe if County property is to be provided or access to the property, and how that will be handled, i.e. keys, holidays, security measures.)*

The vendor will schedule the delivery of ballots to arrive at the Durham County Board of Elections at 3825 S. Roxboro St., Suite 101. Durham, NC 27713 for a deadline set by the Director of Elections. The delivery will be received at the designated loading dock. Prior to delivery, a Runbeck representative will notify Director Bowens via e-mail at dbowens@dconc.gov or by phone at (919) 560-7072, with an approximate date and time of delivery. Also, as discussed in an interview with the vendor, they will provide GPS tracking information for the delivery truck(s).

VI. Payment: *(Include Rate of payment, Time for payments and Methods of payment.)*

Payment will be processed upon receipt of invoices from Runbeck.

From: [Williamson, Larissa S.](#)
To: [Baker, Brenda](#)
Cc: [Bowens, Derek](#)
Subject: RE: Runbeck Contract Documents
Date: Monday, August 11, 2025 3:12:30 PM
Attachments: [image001.png](#)
[image002.png](#)

Brenda,

Here is a clean copy of the contract and it is approved.

LARISSA S. WILLIAMSON | COUNTY ATTORNEY



County Attorney

200 E. Main St., 4th Floor
Durham, NC 27701
Office: (919) 560-0715
Direct: (919) 560-0710
Fax (919) 560-0719

This electronic communication and attachments are from the Office of the Durham County Attorney and are confidential, privileged and intended solely for the use of the individual or entity to whom they are addressed. This communication may contain material protected by the attorney-client privilege. If you are not the intended recipient or the employee or agent responsible for delivering this information to the intended recipient, the unauthorized disclosure, copying, forwarding, printing, distribution, dissemination or use of the contents of this transmission is strictly prohibited. If you have received this transmission in error, please notify the sender immediately at the following e-mail address: lwilliamson@dconc.gov and delete the original message and its attachment.

From: Baker, Brenda <bwcbaker@dconc.gov>
Sent: Monday, August 11, 2025 2:33 PM
To: Williamson, Larissa S. <lwilliamson@dconc.gov>
Cc: Bowens, Derek <dbowens@dconc.gov>
Subject: RE: Runbeck Contract Documents

Hi Larissa,

I have accepted all track changes.

Thank you,

Brenda C. Baker
Deputy Director of Elections
Office Of the Director



DURHAM COUNTY
Board of Elections

Durham County Board of Elections
Physical address: 3825 S. Roxboro Street., Suite 101 Durham, NC 27713
Mailing address: PO Box 868, Durham, NC 27702
Phone: (919) 560-0690
Fax: (919) 560-0688
www.dcovotes.com

From: Williamson, Larissa S. <lwilliamson@dconc.gov>
Sent: Monday, August 11, 2025 2:16 PM
To: Baker, Brenda <bwcbaker@dconc.gov>
Cc: Bowens, Derek <dbowens@dconc.gov>
Subject: RE: Runbeck Contract Documents

Hi Brenda,

Can you send a clean version of the contract (incorporating all of the accepted changes on both sides)? This way it is clear what is getting the final approval. Thanks.

LARISSA S. WILLIAMSON | COUNTY ATTORNEY



County Attorney

200 E. Main St., 4th Floor
Durham, NC 27701
Office: (919) 560-0715

Direct: (919) 560-0710
Fax (919) 560-0719

This electronic communication and attachments are from the Office of the Durham County Attorney and are confidential, privileged and intended solely for the use of the individual or entity to whom they are addressed. This communication may contain material protected by the attorney-client privilege. If you are not the intended recipient or the employee or agent responsible for delivering this information to the intended recipient, the unauthorized disclosure, copying, forwarding, printing, distribution, dissemination or use of the contents of this transmission is strictly prohibited. If you have received this transmission in error, please notify the sender immediately at the following e-mail address: lwilliamson@dcconc.gov and delete the original message and its attachment.

From: Baker, Brenda <bwcbaker@dcconc.gov>
Sent: Monday, August 11, 2025 2:12 PM
To: Williamson, Larissa S. <lwilliamson@dcconc.gov>
Cc: Bowens, Derek <dbowens@dcconc.gov>
Subject: FW: Runbeck Contract Documents

Hi Larissa,

I am routing the contract back to you for final approval. Runbeck accepted your proposed changes.

Thank you,

Brenda C. Baker
Deputy Director of Elections
Office Of the Director



Durham County Board of Elections
Physical address: 3825 S. Roxboro Street., Suite 101 Durham, NC 27713
Mailing address: PO Box 868, Durham, NC 27702
Phone: (919) 560-0690
Fax: (919) 560-0688
www.dccvotes.com

From: Williamson, Larissa S. <lwilliamson@dcconc.gov>
Sent: Friday, August 8, 2025 8:40 PM
To: Bowens, Derek <dbowens@dcconc.gov>; Baker, Brenda <bwcbaker@dcconc.gov>
Subject: RE: Runbeck Contract Documents

Good Evening,

Please see attached for my responses to their proposed changes. As you can see, there were a number of significant changes that had to be addressed. When we receive their response, I will be sure to make this contract top priority. Have a great weekend!

LARISSA S. WILLIAMSON | COUNTY ATTORNEY



200 E. Main St., 4th Floor
Durham, NC 27701
Office: (919) 560-0715
Direct: (919) 560-0710
Fax (919) 560-0719

This electronic communication and attachments are from the Office of the Durham County Attorney and are confidential, privileged and intended solely for the use of the individual or entity to whom they are addressed. This communication may contain material protected by the attorney-client privilege. If you are not the intended recipient or the employee or agent responsible for delivering this information to the intended recipient, the unauthorized disclosure, copying, forwarding, printing, distribution, dissemination or use of the contents of this transmission is strictly prohibited. If you have received this transmission in error, please notify the sender immediately at the following e-mail address: lwilliamson@dcconc.gov and delete the original message and its attachment.

From: Bowens, Derek <dbowens@dcconc.gov>
Sent: Friday, August 8, 2025 4:25 PM
To: Williamson, Larissa S. <lwilliamson@dcconc.gov>; Baker, Brenda <bwcbaker@dcconc.gov>
Subject: RE: Runbeck Contract Documents

Hi Larissa –

Thanks for this information. We are not going to push this for Monday's BOCC agenda, given the provided feedback. That said, this is an incredibly time-sensitive contract as we cannot proceed with ballot printing without its execution. I look forward to receiving your feedback to forward to the vendor.

Have a good weekend,

Derek

Derek L. Bowens
Director of Elections



Durham County Board of Elections
Physical address: 3825 S Roxboro Street Suite 101, NC 27713
Mailing address: PO Box 868, Durham, NC 27702
Phone: (919) 560-7072
Fax: (919) 560-0688
www.dcovotes.com

From: Williamson, Larissa S. <lwilliamson@dmcc.gov>
Sent: Friday, August 8, 2025 4:20 PM
To: Baker, Brenda <bwcbaker@dmcc.gov>
Cc: Bowens, Derek <dbowens@dmcc.gov>
Subject: RE: Runbeck Contract Documents

Brenda,

Just to give you a heads up, I am going through their proposed changes, but I do not see this as being on the agenda for Monday. As I previously said, they are proposing substantive changes, such as some affecting the county's retention requirements, some may pose election security concerns, etc. This has to be thoroughly reviewed and I expect that with the changes that I am proposing there will be a bit of back and forth regarding contract language between the County and the Vendor.

LARISSA S. WILLIAMSON | COUNTY ATTORNEY



200 E. Main St., 4th Floor
Durham, NC 27701
Office: (919) 560-0715
Direct: (919) 560-0710
Fax (919) 560-0719

This electronic communication and attachments are from the Office of the Durham County Attorney and are confidential, privileged and intended solely for the use of the individual or entity to whom they are addressed. This communication may contain material protected by the attorney-client privilege. If you are not the intended recipient or the employee or agent responsible for delivering this information to the intended recipient, the unauthorized disclosure, copying, forwarding, printing, distribution, dissemination or use of the contents of this transmission is strictly prohibited. If you have received this transmission in error, please notify the sender immediately at the following e-mail address: lwilliamson@dmcc.gov and delete the original message and its attachment.

From: Baker, Brenda <bwcbaker@dmcc.gov>
Sent: Friday, August 8, 2025 11:04 AM
To: Williamson, Larissa S. <lwilliamson@dmcc.gov>
Cc: Bowens, Derek <dbowens@dmcc.gov>
Subject: RE: Runbeck Contract Documents

Hi Larissa,

Please see the attached. Sorry, I thought it was attached to the previous email I sent.

Thank you,

Brenda C. Baker
Deputy Director of Elections
Office Of the Director



Durham County Board of Elections
Physical address: 3825 S. Roxboro Street., Suite 101 Durham, NC 27713
Mailing address: PO Box 868, Durham, NC 27702
Phone: (919) 560-0690
Fax: (919) 560-0688
www.dcovotes.com

From: Williamson, Larissa S. <lwilliamson@dmcc.gov>

Sent: Friday, August 8, 2025 11:01 AM
To: Baker, Brenda <bwcbaker@dconc.gov>
Cc: Bowens, Derek <dbowens@dconc.gov>
Subject: RE: Runbeck Contract Documents

Brenda,

Please provide the scope of services for this contract. Thanks.

LARISSA S. WILLIAMSON | COUNTY ATTORNEY



County Attorney

200 E. Main St., 4th Floor
Durham, NC 27701
Office: (919) 560-0715
Direct: (919) 560-0710
Fax (919) 560-0719

This electronic communication and attachments are from the Office of the Durham County Attorney and are confidential, privileged and intended solely for the use of the individual or entity to whom they are addressed. This communication may contain material protected by the attorney-client privilege. If you are not the intended recipient or the employee or agent responsible for delivering this information to the intended recipient, the unauthorized disclosure, copying, forwarding, printing, distribution, dissemination or use of the contents of this transmission is strictly prohibited. If you have received this transmission in error, please notify the sender immediately at the following e-mail address: lwilliamson@dconc.gov and delete the original message and its attachment.

From: Baker, Brenda <bwcbaker@dconc.gov>
Sent: Friday, August 8, 2025 8:54 AM
To: Williamson, Larissa S. <lwilliamson@dconc.gov>
Cc: Bowens, Derek <dbowens@dconc.gov>
Subject: FW: Runbeck Contract Documents

Good morning, Larissa.

I hope you are well. Attached for your review, please find a contract for Runbeck. The vendor reviewed the county's standard contract template and has provided changes.

Please review the contract at your earliest convenience as we are working to get on the BOCC agenda for Monday, August 11th.

Please let me know if you have any questions.

Thank you,

Brenda C. Baker
Deputy Director of Elections
Office Of the Director



DURHAM COUNTY
Board of Elections

Durham County Board of Elections
Physical address: 3825 S. Roxboro Street., Suite 101 Durham, NC 27713
Mailing address: PO Box 868, Durham, NC 27702
Phone: (919) 560-0690
Fax: (919) 560-0688
www.dcovotes.com

From: Peter Stuart <pstuart@runbeck.net>
Sent: Friday, August 8, 2025 8:42 AM
To: Yara Haidar <yhaidar@runbeck.net>; Baker, Brenda <bwcbaker@dconc.gov>; Ann Cline <acline@runbeck.net>
Cc: Bowens, Derek <dbowens@dconc.gov>; Acheampong, Richard <racheampong@dconc.gov>
Subject: RE: Runbeck Contract Documents

Good Morning Brenda, please see attached – please let us know if you have any questions or would like for us to arrange a meeting with our contracts department to discuss.

Pete 602 881 5078

From: Yara Haidar <yhaidar@runbeck.net>
Sent: Thursday, August 7, 2025 9:37 AM

To: Baker, Brenda <bwcbaker@dconc.gov>; Peter Stuart <pstuart@runbeck.net>; Ann Cline <acline@runbeck.net>
Cc: Bowens, Derek <dbowens@dconc.gov>; Acheampong, Richard <racheampong@dconc.gov>
Subject: Re: Runbeck Contract Documents

Good morning Brenda,

We should have information back to you later today or tomorrow. Sorry for the delay!

Yara

Let me know

Get [Outlook for iOS](#)

From: Baker, Brenda <bwcbaker@dconc.gov>
Sent: Thursday, August 7, 2025 8:55 AM
To: Peter Stuart <pstuart@runbeck.net>; Yara Haidar <yhaidar@runbeck.net>; Ann Cline <acline@runbeck.net>
Cc: Bowens, Derek <dbowens@dconc.gov>; Acheampong, Richard <racheampong@dconc.gov>
Subject: RE: Runbeck Contract Documents

Good morning, Runbeck Team.

I hope your week is going well. I am touching base on the contract and scope of services documents we sent you for review. Can you provide an update on when you may have the documents back to us with changes or if you accept them as is. We are working to get on the Commissioner's agenda on Monday, August 11th, for contract approval.

Please let us know if you have any questions.

Thank you,

Brenda C. Baker
Deputy Director of Elections
Office Of the Director



Durham County Board of Elections
Physical address: 3825 S. Roxboro Street., Suite 101 Durham, NC 27713
Mailing address: PO Box 868, Durham, NC 27702
Phone: (919) 560-0690
Fax: (919) 560-0688
www.dcovotes.com

From: Baker, Brenda
Sent: Monday, August 4, 2025 4:47 PM
To: Peter Stuart <pstuart@runbeck.net>; Yara Haidar <yhaidar@runbeck.net>; acline@runbeck.net
Cc: Bowens, Derek <dbowens@dconc.gov>; Acheampong, Richard <racheampong@dconc.gov>
Subject: Runbeck Contract Documents

Good afternoon, Runbeck Team.

I hope you are well. Attached, please find the Durham County Standard Service Contract and Scope of Services documents for your review. Please indicate any amendments to the contract and scope of services using track changes. Once we receive the documents, we will forward them to the county legal team for review.

Please do not sign the contract at this time. After the legal review is complete, the contract package will be submitted to the County Commissioners for approval. Once approved, the contract will be uploaded for execution by the finance department, which will include DocuSign routing for signatures.

We kindly request that the documents be reviewed promptly, as we are working to fast-track the contract execution.

Please let us know if you have any questions.

Thank you,

Brenda C. Baker
Deputy Director of Elections
Office Of the Director



Durham County Board of Elections
Physical address: 3825 S. Roxboro Street., Suite 101 Durham, NC 27713
Mailing address: PO Box 868, Durham, NC 27702
Phone: (919) 560-0690
Fax: (919) 560-0688
www.dcovotes.com

This e-mail message (and any attachment) is intended for the use of the individual or entity to which it is addressed. This message contains information from Runbeck Election Services, LLC. that may be privileged, confidential, or exempt from disclosure under applicable law. If you are not the intended recipient or authorized to receive this for the intended recipient, any use, dissemination, distribution, retention, archiving, or copying of this communication is strictly prohibited. If you have received this e-mail in error, please notify the sender immediately by reply e-mail, delete this message, and delete the material from all computers.

Caution: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Caution: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Caution: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Caution: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Caution: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Caution: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Caution: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Caution: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Caution: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Caution: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Caution: Do not click links or open attachments unless you recognize the sender and know the content is safe.

From: [Wilson, Ryan G.](#)
To: [Baker, Brenda](#)
Cc: [Acheampong, Richard](#); [Williamson, Larissa S.](#)
Subject: RE: RFP Accepted - Runbeck Ballot Printing Services
Date: Tuesday, August 12, 2025 9:53:48 AM
Attachments: [image002.png](#)
[image007.png](#)
[image009.png](#)
[image010.png](#)
[image011.png](#)

Hi Brenda,

My apologies for the delay in responding. I've reviewed the COI and is good to go and approved.

Thanks!

RYAN G. WILSON, MBA, ARM | Risk Manager



County Attorney

ryanwilson@dconc.gov

P.O. Box 3508

Durham, North Carolina 27702

Office (919) 560-0045

Cell (984) 260-7146

Fax (919) 560-0719

This e-mail message may contain information that is privileged, confidential, and exempt from disclosure. It is intended for use only by the person to whom it is addressed. If you receive this message in error, please do not forward or use this information in any way. Delete it immediately and contact the sender as soon as possible by the reply option or telephone at the telephone number listed (if available).

From: Baker, Brenda <bwcbaker@dconc.gov>
Sent: Tuesday, August 5, 2025 5:36 PM
To: Wilson, Ryan G. <ryanwilson@dconc.gov>
Cc: Acheampong, Richard <racheampong@dconc.gov>; Williamson, Larissa S. <lwilliamson@dconc.gov>
Subject: RE: RFP Accepted - Runbeck Ballot Printing Services

Hi Ryan,

Here is an updated COI for Runbeck. Please let me know if it is up to standard.

Thank you,

Brenda C. Baker
Deputy Director of Elections
Office Of the Director



DURHAM COUNTY
Board of Elections

Durham County Board of Elections

Physical address: 3825 S. Roxboro Street., Suite 101 Durham, NC 27713

Mailing address: PO Box 868, Durham, NC 27702

Phone: (919) 560-0690

Fax: (919) 560-0688

www.dcovotes.com

From: Wilson, Ryan G. <ryanwilson@dconc.gov>
Sent: Tuesday, August 5, 2025 3:16 PM
To: Baker, Brenda <bwcbaker@dconc.gov>; Williamson, Larissa S. <lwilliamson@dconc.gov>
Cc: Acheampong, Richard <racheampong@dconc.gov>
Subject: RE: RFP Accepted - Runbeck Ballot Printing Services

Hi Brenda,

Yes, we will need to have the Additional Insured language removed and unmarked from that column. Additionally, please request that all Subrogation Waiver boxes be checked, as B, D, and E are not currently check-marked.

Thanks,

RYAN G. WILSON, MBA, ARM | Risk Manager



County Attorney

ryanwilson@dconc.gov
P.O. Box 3508
Durham, North Carolina 27702
Office (919) 560-0045
Cell (984) 260-7146
Fax (919) 560-0719

This e-mail message may contain information that is privileged, confidential, and exempt from disclosure. It is intended for use only by the person to whom it is addressed. If you receive this message in error, please do not forward or use this information in any way. Delete it immediately and contact the sender as soon as possible by the reply option or telephone at the telephone number listed (if available).

From: Baker, Brenda <bwcbaker@dconc.gov>
Sent: Tuesday, August 5, 2025 12:35 PM
To: Williamson, Larissa S. <lwilliamson@dconc.gov>; Wilson, Ryan G. <ryanwilson@dconc.gov>
Cc: Acheampong, Richard <racheampong@dconc.gov>
Subject: FW: RFP Accepted - Runbeck Ballot Printing Services

Good afternoon, Larissa and Ryan.

I hope you are well. I am wondering if you can take a look at the attached COI and provide feedback.

I see that Durham County cannot be listed as an additional insured, but before I inform the vendor, can you let me know of any other issues I should make them aware of.

Thank you,

Brenda C. Baker
Deputy Director of Elections
Office Of the Director



Durham County Board of Elections
Physical address: 3825 S. Roxboro Street., Suite 101 Durham, NC 27713
Mailing address: PO Box 868, Durham, NC 27702
Phone: (919) 560-0690
Fax: (919) 560-0688
www.dcovotes.com

From: Yara Haidar <yhaidar@runbeck.net>
Sent: Tuesday, August 5, 2025 12:14 PM
To: Baker, Brenda <bwcbaker@dconc.gov>; Peter Stuart <pstuart@runbeck.net>
Cc: Bowens, Derek <dbowens@dconc.gov>; Acheampong, Richard <racheampong@dconc.gov>
Subject: Re: RFP Accepted - Runbeck Ballot Printing Services

Good morning, Brenda,

Attached is the COI for Durham County.

Please let me know if you need anything else!

Thank you!

Yara Haidar
Account Executive, East

Cell: 602-881-8766 | Office: 480-455-1095
2800 S. 36th Street, Phoenix, AZ 85034
Runbeck.net



Defending Democracy for over 50% of Voters Nationwide

From: Baker, Brenda <bwcbaker@dconc.gov>

Date: Thursday, July 31, 2025 at 4:53 PM

To: Peter Stuart <pstuart@runbeck.net>

Cc: Bowens, Derek <dbowens@dmcc.gov>, Yara Haidar <yhaidar@runbeck.net>, Acheampong, Richard <acheampong@dmcc.gov>

Subject: RFP Accepted - Runbeck Ballot Printing Services

Good afternoon, Peter.

I hope you are well. The RFP for Ballot Printing Services submitted by Runbeck has been fully processed and accepted by the county finance department.

The contract and scope of services documents are being prepared and will be sent to you no later than Monday, for your review.

In the meantime, can you please send us a recent copy of your certificate of insurance (COI). I have attached a COI example for your reference.

Please let me know if you have any questions. We look forward working with Runbeck!

Thank you,

Brenda C. Baker
Deputy Director of Elections
Office Of the Director



Durham County Board of Elections
Physical address: 3825 S. Roxboro Street., Suite 101 Durham, NC 27713
Mailing address: PO Box 868, Durham, NC 27702
Phone: (919) 560-0690
Fax: (919) 560-0688
www.dcovotes.com

This e-mail message (and any attachment) is intended for the use of the individual or entity to which it is addressed. This message contains information from Runbeck Election Services, LLC. that may be privileged, confidential, or exempt from disclosure under applicable law. If you are not the intended recipient or authorized to receive this for the intended recipient, any use, dissemination, distribution, retention, archiving, or copying of this communication is strictly prohibited. If you have received this e-mail in error, please notify the sender immediately by reply e-mail, delete this message, and delete the material from all computers.

Caution: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Caution: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Caution: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Caution: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Caution: Do not click links or open attachments unless you recognize the sender and know the content is safe.