

Res 436

## Dane County Contract Cover Sheet

<b>Dept./Division</b>	060/0840
<b>Vendor Name</b>	WI Graphics Forms & Ad Madison
<b>Vendor MUNIS #</b>	8864
<b>Brief Contract Title/Description</b>	Ballot printing for all Dane County municipalities for all required elections
<b>Contract Term</b>	January 1, 2019 to December 31, 2019
<b>Total Contract Amount</b>	\$ 90,000.00

<b>Contract #</b> <small>Admin will assign</small>	13565
<b>Addendum</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Type of Contract</b>	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Other

<b>Purchasing Authority</b>	<input type="checkbox"/> \$10,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$10,000 – \$36,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input checked="" type="checkbox"/> Over \$36,000 (\$25,000 Public Works) (Formal RFB/RFP required)	<b>RFB/RFP #</b> 118092
	<input type="checkbox"/> Bid Waiver – \$36,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$36,000 (N/A to Public Works)	
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

<b>MUNIS Req.</b>	Org Code	COCLKEL	Obj Code	22043	Amount	\$ 90000.00
<b>Req #</b>	Org Code		Obj Code		Amount	\$
<b>Year</b>	Org Code		Obj Code		Amount	\$


<b>Resolution</b>	<b>A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.</b>	
	<input checked="" type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.	
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.	<b>Res #</b>
	<input type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	<b>Year</b>

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
<i>MG</i>	Received by DOA	12/10/18		
<i>OK</i>	Controller		12/11/18	
<i>MP</i>	Purchasing	12/11/18	12/11/18	
<i>MP</i>	Corporation Counsel	12-11-18	12/12/18	
<i>AL</i>	Risk Management	12/12/18	12/12/18	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
<b>Name</b>	Scott McDonell, County Clerk	<b>Name</b>	WI Graphic Forms/Ad Madison
<b>Phone #</b>	608-266-4121	<b>Phone #</b>	608-275-7888
<b>Email</b>	McDonell@countyofdane.com	<b>Email</b>	Kevin@AdMadison.com
<b>Address</b>	210 MLK Jr. Blvd. Room 106A CCB Madison, WI 53703	<b>Address</b>	1106 Post Rd. Madison, WI 53713

<b>Certification:</b> The attached contract is a:	
<input checked="" type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input type="checkbox"/>	Dane County Contract <u>with</u> modifications. <b>The modifications have been reviewed by:</b>
<input type="checkbox"/>	Non-standard contract.

### Contract Cover Sheet Signature

Department Approval of Contract		
<b>Dept. Head / Authorized Designee</b>	<b>Signature</b>	<b>Date</b>
		12-10-18
	<b>Printed Name</b>	
	Scott McDonell, County Clerk	

### Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

<b>Director of Administration</b>	<b>Signature</b>	<b>Date</b>
	<b>Comments</b>	
<b>Corporation Counsel</b>	<b>Signature</b>	<b>Date</b>
	<b>Comments</b>	

**DANE COUNTY CONTRACT # 13565**



**# of Pages Including Schedules:** 18  
**Expiration Date:** December 31, 2019  
**Authority:** Res. # 436, 18-19  
**Department:** County Clerk  
**Maximum Cost:** \$90,000  
**Registered Agent:**  
**Registered Agent Address:**

**THIS AGREEMENT**, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and Wisconsin Graphic Forms & Ad Madison (hereafter, "PROVIDER"),

**WITNESSETH:**

**WHEREAS** COUNTY, whose address 210 Martin Luther King Jr. Blvd., Room 106A, Madison, WI 53703, desires to purchase services from PROVIDER for the purpose of printing and delivering ballots; and

**WHEREAS** PROVIDER, whose address is 1106 Post Rd., Madison, WI 53713, is able and willing to provide such services;

**NOW, THEREFORE**, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

**I. TERM:**

The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.

**II. SERVICES:**

A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.

B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.

- C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.

**III. ASSIGNMENT/TRANSFER:**

PROVIDER shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY unless otherwise provided herein, provided that claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY.

**IV. TERMINATION:**

A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER.

B. The following shall constitute grounds for immediate termination:

1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
2. failure by PROVIDER to carry applicable licenses or certifications as required by law.
3. failure of PROVIDER to comply with reporting requirements contained herein.
4. inability of PROVIDER to perform the work provided for herein.

C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.

D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of offset.

**V. PAYMENT:**

COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement

under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.

**VI. REPORTS:**

PROVIDER agrees to make such reports as are required in the attached Schedule C, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said Schedule C shall result in the penalties set forth herein.

**VII. DELIVERY OF NOTICE:**

Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

**VIII. INSURANCE:**

A. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER's furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.

B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

**Commercial General Liability.**

PROVIDER agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent PROVIDERs and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall list DANE COUNTY as an Additional Insured.

**Commercial/Business Automobile Liability.**

PROVIDER agrees to maintain Commercial/Business Automobile Liability insurance at a limit of not less than \$1,000,000 Each Occurrence. PROVIDER further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event PROVIDER does not own automobiles, PROVIDER agrees to maintain coverage for

Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Environmental Impairment (Pollution) Liability**

PROVIDER agrees to maintain Environmental Impairment (Pollution) Liability insurance at a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden. This requirement can be satisfied by either a separate environmental liability policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.

**Workers' Compensation.**

PROVIDER agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

**Umbrella or Excess Liability.**

PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

- C. Upon execution of this Agreement, PROVIDER shall furnish COUNTY with a Certificate of Insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If PROVIDER's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is Claims-Made and indicate the Retroactive Date, PROVIDER shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.
- D. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

**IX. NO WAIVER BY PAYMENT OR ACCEPTANCE:**

In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.

**X. NON-DISCRIMINATION:**

During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

**XI. CIVIL RIGHTS COMPLIANCE:**

- A. If PROVIDER has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the PROVIDER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of PROVIDER's Plan is sufficient.
- B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.

- C. PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.
- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

**XII. COMPLIANCE WITH FAIR LABOR STANDARDS:**

- A. Reporting of Adverse Findings. During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.
- B. Appeal Process. PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in sec. 25.015(11)(c) through (e).
- C. Notice Requirement. PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

**XIII. MISCELLANEOUS:**

- A. Registered Agent. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.
- B. Controlling Law and Venue. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.
- C. Limitation Of Agreement. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.



- D. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.
  
- E. Counterparts. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

**IN WITNESS WHEREOF, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.**

**FOR PROVIDER:**

*Ken Lindstrom*

\_\_\_\_\_ President

12-12-18 \_\_\_\_\_  
Date Signed

\_\_\_\_\_

\_\_\_\_\_ Date Signed

\*\*\*

**FOR COUNTY:**

\_\_\_\_\_ Joseph T. Parisi, Dane County Executive

\_\_\_\_\_ Date Signed

\_\_\_\_\_ Scott McDonell, Dane County Clerk

\_\_\_\_\_ Date Signed

\* [print name and title, below signature line of any person signing this document]



## **SCHEDULE A**

### **Scope of Services**

All ballot printing and delivery shall be performed in a thorough and professional manner and in accordance with accepted industry methods and practices. All work shall be in strict compliance with all local and state codes, ordinances, laws, and policies. Federal law now mandates when ballots **MUST** be to the local clerks. These laws and timelines must be met for each election cycle.

During any election cycle (the time from which the printer receives the PDF file, until the day after an election) **NO POLITICAL SIGNS** may be posted at the printers location. This will not prevent the printer from actually printing political signs for customers, but will not allow them to post political signs on their facilities. The County needs to maintain its non-partisan effectiveness and the displaying of political signs may be construed as partisanship.

The PROVIDER shall provide an adequate number of competent, properly trained personnel with sufficient supervision to provide the required services at all times. The provider shall provide all personnel with a complete set of specifications and schedules to ensure all required services are completed. The time between some elections may be extremely short, and mandatory overtime of personnel, on a 3 shift rotation, may be needed to ensure the work is done timely.

The PROVIDER must have adequate equipment to perform the requirement of this bid. There shall be back up equipment available or an emergency plan by the provider to use other equipment if needed to ensure the ballots are printed timely. In the case of very large elections or shorter time periods with "special" elections, the provider may choose to print the absentee ballots first and deliver only the absentees on the first run to ensure the timelines are met. The regular ballots could then be delivered **within the next week**. Additional delivery charges will not be paid if the provider chooses to run the ballots in two deliveries to meet the deadlines.

The PROVIDER must have adequate storage space to accommodate the storage of paper needed, and all equipment needed to facilitate packaging of ballots in shrink wrapped bundles of **200 each**. If the bundle is less than 200, the quantity must be clearly marked on the front of the bundle. Ballots for each municipality will be in a separate, securely sealed cardboard box(es), clearly marked as to its contents, (i.e. absentee ballots) and the **quantity of each header code**. The printer will have an adequate supply of paper and personnel on election day to produce any ballots that may have to be reprinted due to errors, or to print ballots on demand for election day shortages. These ballots will be produced at the same cost as the preordered ballots. The successful bidder must be willing to accept and print orders received until 6 p.m. on election day, and to deliver them to the polling site within 2 hours of the order being placed.

Any work found to be in any way defective or unsatisfactory shall be corrected by the Provider at its own expense at the order of the County. The County also reserves the right to contract out services not satisfactorily completed and to purchase substitute services elsewhere. The County reserves the right to charge the vendor with any or all costs incurred or retain/deduct the amount of such costs incurred from any monies due or which may become due under this contract.

PROVIDER shall print ballots for elections within Dane County for one year (January 1, 2019- December 31, 2019). There will be four (4) possible one-year extensions by addendum, mutually agreed upon by the County and the PROVIDER.

Ballots shall be printed for the DS-200 voting system, according to the specifications of the vendor. Election System & Software (ES&S).

PROVIDER will print the following types of ballots:

- 1 sided, 2 column ballots – bid for 11", 14", 17" and 19"
- 1 sided, 3 column ballots - bid for 11", 14", 17" and 19"
- 2 sided, 2 column ballots – bid for 11", 14", 17" and 19"
- 2 sided, 3 column ballots - bid for 11", 14", 17" and 19"

The PROVIDER is responsible for supplying ALL paper. All ballots are printed using black ink on 80# index paper, with the following specifications:

<b>Basis Wt.</b>	<b>GSM</b>	<b>Caliper</b>	<b>Smoothness</b>	<b>Brightness</b>	<b>Opacity</b>
80	118	6.2	130	96	96.0

Ballots will be on white paper, but certain elections will require various colored stripes on the right side of the ballot. The colored stripe will be 9 "long by ¼" wide. Dane County may require several different colors depending on the election or none at all. This stripe is used to differentiate ballot types (i.e. school districts) within one municipality. This stripe takes the place of using colored sheets of paper since the DS200 will not accept colored paper.

The maximum ballot length is 19". The minimum ballot length is 11". All ballots will be 8.5" wide.

All ballots must be cut evenly along the cut lines. The registration of each ballot is critical. Each ballot must be the exact size to allow it to fit into the optical scan voting equipment. There shall be no cutter pull.

Absentee ballots shall be the same color as the regular ballots. Absentee ballots shall be scored so they can fit into a #12 absentee envelope (4 ¾ x 11). **Scores shall not interfere with the ovals on the ballot. This must be checked by PROVIDER prior to scoring.** Each header code may be different

so extreme care must be taken in the scoring of ALL ballot types to ensure the scores do not interfere with the ovals.

Sample ballots are always yellow. The "SAMPLE" watermark should be light enough so as not to interfere with the candidate information below the watermark. For each election a limited number of sample ballots will be needed for each municipality to meet requirements for public posting.

PROVIDER shall be available by telephone at all times on election day, from 6 a.m. to 6 p.m. The PROVIDER shall check in with the County Clerk at 6 p.m. to be sure there are no other municipalities that need additional ballots. PROVIDER must be available by telephone, with a maximum of 15 minute call back delay, on any election day during the term of this contract.

The COUNTY will provide an estimate as to the approximate number of ballots needed, with the number of header codes required, 3 to 4 weeks prior to printing. In the case of special elections, this time period will be much shorter, but the COUNTY will work with the printer to provide an estimate as soon as practicable.

The COUNTY will send the ballot proofs to the printer in a PDF file. Those electronic proofs will be verified by the PROVIDER upon receipt for accuracy. After verification of the proofs, PROVIDER will complete printing of the entire order. If any ballots are not printed correctly, PROVIDER will reprint all ballots correctly (i.e. cut incorrectly, missing information [information lost from the disc provided by the county], etc.) at PROVIDER's expense.

The PROVIDER will deliver ballots to the municipalities by the required deadlines per election. These deadlines are available on the Wisconsin Election Commission (WEC) election calendar, and the COUNTY will provide a copy of this to the printer at the beginning of each year. The COUNTY shall email the printer with a reminder of these deadlines prior to each election. These deadlines vary depending on having federal issues on a ballot. The County is requiring that the City of Madison have its ballots delivered a **minimum of 2 days prior** to the deadline in the WEC calendar, and that all other Dane County Municipal Clerks have their ballots a **minimum of one day prior** to the required deadline.

The PROVIDER is responsible for delivery and if this is contracted out to another vendor, the PROVIDER must ensure that all ballots are delivered within the timeline above. Delivery should take place within a one day period. (If Madison is done separately, then one day for the City of Madison, and one for the rest of Dane County.) The PROVIDER will supply the COUNTY with a schedule from the delivery source of when the ballots will be delivered. The drop off sites for each municipality is attached and will be reviewed and subject to change prior to each election. The COUNTY shall provide any changes in proposed delivery route to the PROVIDER with the PDF files.

The schedule for 2019 and 2020 is included below. Schedules for future years will follow the same time frames accounting for the different election dates.

<b><u>Election Date</u></b>	<b><u>PDF Sent to Printer</u></b>	<b><u>Absentee Ballots Due</u></b>
February 19, 2019 April 2, 2019	January 15, 2019 March 4, 2019	January 24, 2019 March 07, 2019
February 18, 2020 April 7, 2020 August 11, 2020 November 3, 2020	January 14, 2020 March 4, 2020 June 10, 2020 August 28, 2020	January 23, 2020 March 12, 2020 June 18, 2020 September 10, 2020

The timelines for “special elections” do not always allow the ballots to be printed by the statutory deadlines. The COUNTY will work with the printer to be sure the COUNTY works as needed to get the PDF’s to the PROVIDER as soon as they are certified by the State. The PROVIDER agrees to have staff available to immediately start printing to ensure that at least, the absentee ballots can be delivered to COUNTY as timely as possible.

The PROVIDER shall print a pre-test deck of ballots (i.e. a selection of header codes, totaling approximately 100 ballots) for every election as directed by the COUNTY. This pre-test deck of ballots shall be delivered to the COUNTY ahead of any mass printing. The COUNTY shall test these ballots immediately and provide the go-ahead for the full printing.

The PROVIDER shall also print a software generated PDF test deck (in which ovals are filled in by the software, totaling between 1,000 and 2,000 ballots) for every election as directed by the COUNTY. This test deck of ballots shall be delivered to the COUNTY in the week following the WEC absentee ballot deadline.

## Schedule B

### PRICING

#### 2019 Pricing:

1 sided, 2 column ballots	- 11"	\$ 0.1141 /each
1 sided, 2 column ballots	- 14"	\$ 0.1139/each
1 sided, 2 column ballots	- 17"	\$ 0.1841/each
1 sided, 2 column ballots	- 19"	\$ 0.1841/each

1 sided, 3 column ballots	- 11"	\$ 0.1202/each
1 sided, 3 column ballots	- 14"	\$ 0.1495/each
1 sided, 3 column ballots	- 17"	\$ 0.2041/each
1 sided, 3 column ballots	- 19"	\$ 0.2041/each

2 sided, 2 column ballots	- 11"	\$ 0.1395/each
2 sided, 2 column ballots	- 14"	\$ 0.1629/each
2 sided, 2 column ballots	- 17"	\$ 0.2099/each
2 sided, 2 column ballots	- 19"	\$ 0.2099/each

2 sided, 3 column ballots	- 11"	\$ 0.1502/each
2 sided, 3 column ballots	- 14"	\$ 0.1755/each
2 sided, 3 column ballots	- 17"	\$ 0.24/each
2 sided, 3 column ballots	- 19"	\$ 0.24/each

Note: All ballots will be 8.5" wide.

Delivery Fees -	\$22/location
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Cost for colored strip -	\$ 0.06/ballot
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Percentage increase for <b>2020</b>	3%
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Percentage increase for <b>2021</b>	3%
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Percentage increase for <b>2022</b>	3%
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Percentage increase for <b>2023</b>	3%
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Software generated PDF test decks will include a \$250 set up fee.



If separate deliveries are needed due to time constraints, this will classify as ONE election for delivery charges. In this case, **absentee ballots would be delivered first, along with sample ballots**. For the City of Madison, the sample ballots shall be delivered with the **regular ballots** – they are the one exception to when sample ballots are delivered.

**BALLOT DELIVERY LOCATIONS  
Current November 2018**

**TOWN OF ALBION** – Town Hall, 620 Albion Rd, Edgerton – if delivering in the afternoon, take to Edgerton City Hall, 12 Albion St, Edgerton

**TOWN OF BERRY** – Town Hall, 9046 State Road 19, Mazomanie – if delivering on Wednesday, take to Black Earth Village Office, 1210 Mills St., Black Earth

**TOWN OF BLACK EARTH** – deliver to Black Earth Village Office, 1210 Mills St, Black Earth

**TOWN OF BLOOMING GROVE** – Town Hall, 1880 S. Stoughton Rd, Madison – if delivering on Friday afternoon, take to the Monona City Hall, 5211 Schluter Rd, Monona

**TOWN OF BLUE MOUNDS** – deliver to Mount Horeb Village Office, 138 E. Main St., Mt Horeb

**TOWN OF BRISTOL** – Town Hall, 7747 County Road N, Sun Prairie – if delivering on Wednesday, take to Sun Prairie City Hall, 300 E Main St., Sun Prairie

**TOWN OF BURKE** – Town Hall, 5365 Reiner Rd, Madison

**TOWN OF CHRISTIANA** – Deliver to Village of Cambridge Village Hall, 200 Spring St Cambridge – if office is closed, deliver to the Library – same building.

**TOWN OF COTTAGE GROVE** – Town Hall, 4058 County Rd N, Cottage Grove – if delivering after 12:30 p.m., (any day) take to Cottage Grove Village Hall, 221 E. Cottage Grove Rd, Cottage Grove

**TOWN OF CROSS PLAINS** – deliver to Cross Plains Village Hall, 2417 Brewery Rd, Cross Plains

**TOWN OF DANE** – deliver to Dane Village Office, 102 W. Main St., Dane

**TOWN OF DEERFIELD** – deliver to Deerfield Village Hall, 4 N. Main St, Deerfield (see special Friday afternoon instructions for Village of Deerfield)

**TOWN OF DUNKIRK** – deliver to Stoughton City Hall, 381 E. Main St, Stoughton

**TOWN OF DUNN** – Town Hall, 4156 County Rd B, McFarland

**TOWN OF MADISON** – Town Hall, 2120 Fish Hatchery Rd, Madison

**TOWN OF MAZOMANIE** - deliver to Mazomanie Village Hall, 133 Crescent St, Mazomanie

**TOWN OF MEDINA** – deliver to Marshall Village Office, 130 S. Pardee St., Marshall – (See special Friday instructions for Village of Marshall)

**TOWN OF MIDDLETON** – Town Hall, 7555 W. Old Sauk Rd, Verona – if delivering on Friday afternoon, take to Middleton City Hall, 7426 Hubbard Ave, Middleton

**TOWN OF MONTROSE** – deliver to Town Hall, 1341 Diane Ave., Belleville

**TOWN OF OREGON** – Town Hall, 1138 Union Rd, Oregon

**TOWN OF PERRY** – deliver to Clerk's home, 1004 State Rd 78, Mt. Horeb

**TOWN OF PLEASANT SPRINGS** – Town Hall, 2354 County Rd N, Stoughton – if delivering on Friday, take to Stoughton City Hall, 381 E. Main St, Stoughton

**TOWN OF PRIMROSE** – Mt. Horeb Village Hall, 138 E Main St., Mt. Horeb

**TOWN OF ROXBURY** – deliver to Clerk's home, 9203 County Rd Y, Sauk City

**TOWN OF RUTLAND** – deliver to Clerk's home, 4177 Old Stage Rd, Brooklyn

**TOWN OF SPRINGDALE** – deliver to Mt Horeb Village Office, 138 E Main St., Mt Horeb

**TOWN OF SPRINGFIELD** – Town Hall, 6157 County Rd P, Dane

**TOWN OF SUN PRAIRIE** – Town Hall 5556 Twin Lane Rd, Marshall

**TOWN OF VERMONT** – Mount Horeb Village Office, 138 E Main St., Mount Horeb

**TOWN OF VERONA** – Town Hall, 7669 County Highway PD, Verona. if delivering after 2:00, take to Verona City Hall, 111 Lincoln St, Verona

**TOWN OF VIENNA** – Town Hall, 7161 County Rd. I, DeForest – if delivering after 2:00 pm on Friday, take to the Windsor Town Hall, 4084 Mueller Rd, DeForest

**TOWN OF WESTPORT** – Town Hall, 5387 Mary Lake Rd, Waunakee – if delivering Friday afternoon, take to Waunakee Village Hall, 500 W Main St. Waunakee

**TOWN OF WINDSOR** – Town Hall, 4084 Mueller Rd, DeForest

**TOWN OF YORK** – deliver to Marshall Village Hall, 130 S. Pardee St, Marshall – (See special Friday instructions for Village of Marshall)

**VILLAGE OF BELLEVILLE** – Village Hall, 24 W. Main St., Belleville

**VILLAGE OF BLACK EARTH** – Village Hall, 1210 Mills St, Black Earth

**VILLAGE OF BLUE MOUNDS** – deliver to Mount Horeb Village Hall, 138 E. Main St, Mt Horeb

**VILLAGE OF BROOKLYN** – Village Hall, 210 Commercial St., Brooklyn

**VILLAGE OF CAMBRIDGE** –Village Hall, 200 Spring St, Cambridge – if office is closed, deliver to the Library – same building

**VILLAGE OF COTTAGE GROVE** – Village Hall, 221 E. Cottage Grove Rd, Cottage Grove

**VILLAGE OF CROSS PLAINS** – Village Hall, 2417 Brewery Rd, Cross Plains

**VILLAGE OF DANE** – Village Hall, 102 W. Main St, Dane

**VILLAGE OF DEERFIELD** – Village Hall, 4 N. Main St, Deerfield. If after noon on Friday deliver to Deerfield Library, 12 W. Nelson St., Deerfield

**VILLAGE OF DEFOREST** – Village Office, 120 S. Stevenson St., Deforest – if delivering after 2:00 on Friday, take to Windsor Town Hall, 4084 Mueller Rd, DeForest

**VILLAGE OF MAPLE BLUFF** – Village Hall, 18 Oxford Pl, Madison

**VILLAGE OF MARSHALL** – Village Hall, 130 S. Pardee St – if office is closed, deliver to Police Department – same building – or if no one at police dept. deliver to Marshall Library, 605 Waterloo Rd.

**VILLAGE OF MAZOMANIE** – Village Hall, 133 Crescent St, Mazomanie

**VILLAGE OF MCFARLAND** – Village Hall, 5915 Milwaukee St, McFarland

**VILLAGE OF MOUNT HOREB** – Village Hall, 138 E. Main St, Mt. Horeb

**VILLAGE OF OREGON** – Village Hall, 117 Spring St, Oregon

**VILLAGE OF ROCKDALE** – deliver to Cambridge Village Hall, 200 Spring St, Cambridge – if office is closed, deliver to the Library – same building

**VILLAGE OF SHOREWOOD HILLS** – Village Hall, 810 Shorewood Blvd, Madison

**VILLAGE OF WAUNAKEE** – Village Hall, 500 W. Main St, Waunakee

**VILLAGE OF WINDSOR** – Village Hall, 4084 Mueller Rd., DeForest

**CITY OF FITCHBURG** – City Hall, 5520 Lacy Rd, Fitchburg

**CITY OF MADISON** – call 266-4601 and ask for Jean T.S. first. Deliver ballots to the Villager Mall, 4300 S. Park St, Madison at the back of the mall, then down on freight elevator to storage room – You can call 267-4901 when close or at the dock.

**ABSENTEES ARE DELIVERED TO CITY OF MADISON OFFICE, 210 MLK Blvd.**

**CITY OF MIDDLETON** – City Hall, 7426 Hubbard Ave, Middleton

**CITY OF MONONA** – City Hall, 5211 Schluter Rd, Monona

**CITY OF STOUGHTON** – City Hall, 381 E. Main St, Stoughton

**CITY OF SUN PRAIRIE** – City Hall, 300 E. Main St, Sun Prairie

**CITY OF VERONA** – City Hall, 111 Lincoln St, Verona

Delivery sites are subject to change. COUNTY to send any location changes to printer prior to each election.