

Dane County Contract Cover Sheet

Revised 07/2023

Res 251
SIGNIFICANT

Dept./Division	County Clerk		
Vendor Name	WI Graphics/Ad Madison	MUNIS #	8864
Brief Contract Title/Description	2024 Ballot Printing		
Contract Term	January 1, 2024 - December 31, 2024		
Contract Amount	520,000		

Contract # Admin will assign	15266
Type of Contract	
<input checked="" type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Scott McDonell, County Clerk	Name	Garrett Gunderson
Phone #	608-266-4121	Phone #	608-275-7888
Email	mcdonell@countyofdane.com	Email	garrett@admadison.com
Purchasing Officer	Megan Roan		

Purchasing Authority	<input type="checkbox"/>	\$12,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/>	Between \$12,000 – \$43,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/>	Over \$43,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/>	Bid Waiver – \$43,000 or under (\$25,000 or under Public Works)	
	<input checked="" type="checkbox"/>	Bid Waiver – Over \$43,000 (N/A to Public Works)	
	<input type="checkbox"/>	N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	



MUNIS Req.	Req #	470	Org:	COCLKEL	Obj:	22043	Proj:	
	Year	2024	Org:		Obj:		Proj:	
			Org:		Obj:		Proj:	

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000	<input type="checkbox"/>	Contract does not exceed \$100,000	Res #	251
	<input checked="" type="checkbox"/>	Contract exceeds \$100,000 – resolution required.	Year	2023
	<input type="checkbox"/>	A copy of the Resolution is attached to the contract cover sheet.		

CONTRACT MODIFICATIONS – Standard Terms and Conditions					
<input type="checkbox"/>	No modifications.	<input type="checkbox"/>	Modifications and reviewed by:	<input type="checkbox"/>	Non-standard Contract

APPROVAL	
Dept. Head / Authorized Designee	
McDonell, Scott	Digitally signed by McDonell, Scott Date: 2023.12.04 08:52:59 -06'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
	

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 12/4/23	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Wednesday, December 13, 2023 2:34 PM
To: Hicklin, Charles; Rogan, Megan; Gault, David
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #15266
Attachments: 15266.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 12/14/2023 8:49 AM	Approve: 12/14/2023 8:49 AM
	Rogan, Megan	Read: 12/13/2023 2:35 PM	Approve: 12/13/2023 2:35 PM
	Gault, David	Read: 12/13/2023 3:08 PM	Approve: 12/13/2023 3:15 PM
	Stavn, Stephanie	Read: 12/13/2023 3:45 PM	
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #15266
Department: County Clerk
Vendor: Wisconsin Graphics/Ad Madison
Contract Description: Printing of 2024 Ballots (Res 251)
Contract Term: 1/1/24 – 12/31
Contract Amount: \$520,000.00

Thanks much,
Michelle

Michelle Goldade
Administrative Manager
Dane County Department of Administration
Room 425, City-County Building
210 Martin Luther King, Jr. Boulevard
Madison, WI 53703
PH: 608/266-4941
Fax: 608/266-4425
TDD: Call WI Relay 711

Please note: I am currently working a modified schedule. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

2023 RES-251

AWARD OF CONTRACT FOR THE PRINTING OF OPTICAL SCAN BALLOTS

The Dane County Clerk's Office is responsible for printing ballots for elections in the county. Wisconsin Graphics/Ad Madison has had the contract to provide printing services for ballots for elections since 2019. With the upcoming 2024 Presidential Election Cycle, it is the Clerk's Office desire to continue to use Wisconsin Graphics/Ad Madison for ballot printing for 2024. A Bid Waiver was initiated and approved by the Personnel & Finance Committee on August 28, 2023. This contract is for calendar year 2024 only.

The expenditure for 2024 are estimated to be \$520,000.

NOW, THEREFORE, BE IT RESOLVED that a Contract for the printing of optical scan ballots for a one-year period beginning on January 1, 2024 through December 31, 2024 be awarded to Wisconsin Graphic Forms & Ad Madison; and

BE IT FURTHER RESOLVED that the County Executive and the County Clerk be authorized and directed to sign the contract; and

BE IT FINALLY RESOLVED that the County Clerk be directed to ensure complete performance of this Contract.

Primary Sponsor: _____

DANE COUNTY CONTRACT # _____

Revised 06/2021



Department: County Clerk
Provider: Wisconsin Graphic Forms
& Ad Madison
Expiration Date: December 31, 2024
Maximum Cost: \$520,000

Registered Agent (if applicable): Garrett Gunderson
Registered Agent Address: 1106 Post Road
Madison, WI 53713

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 is 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. COUNTY shall not be liable for any services performed by PROVIDER other than during the term of this Agreement. COUNTY shall never pay more than the Maximum Cost as stated above for all services. 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.
- D. No portion of funds under this Agreement may be used to support or advance religious activities.
- E. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin and has met all state and federal service standards, certifications and assurances as expressed by State and Federal statutes, rules, and regulations applicable to the services covered by this Agreement.
- F. PROVIDER will follow applicable public health guidelines to provide safe services and a safe workplace. In addition, by signing this Agreement, PROVIDER acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that PROVIDER and its staff may be exposed to or infected by COVID-19 by providing services under this Agreement and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

PROVIDER further acknowledges that PROVIDER is assuming all of the foregoing risks and accept sole responsibility for any injury to itself and staff, including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense or any kind, that PROVIDER or its staff may experience or incur in connection with providing services. PROVIDER hereby releases, covenants not to sue, discharges, and holds harmless and indemnifies the COUNTY, its employees, agents, and representatives, of and from any and all claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. Provider understands and agrees that this release includes any claims based on the actions, omissions, or negligence of COUNTY, its employees, agents and representatives, whether a COVID-19 infection occurs before, during, or after the provision of services under this Agreement.

III. ASSIGNMENT/TRANSFER:

PROVIDER shall not assign, subcontract or transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY, including the hiring of independent contract service providers unless otherwise provided herein. 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 schedules, 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 schedules 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 & INDEMNIFICATION:

- 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. Any failure on the part of the PROVIDER to comply with reporting or other provisions of its insurance policies shall not affect this PROVIDER's obligations under this paragraph. COUNTY reserves the right, but not the obligation, to participate in defense without relieving PROVIDER of any obligation under this paragraph. 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.

1. 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 cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations.

2. Professional Liability Insurance.

If PROVIDER renders professional services (such as medical, architectural or engineering services) under this Agreement, then PROVIDER shall provide and maintain two million dollars (\$2,000,000.00) of professional liability insurance. If such policy is a "claims made" policy, all renewals during the life of the Agreement shall include "prior acts coverage" covering at all times all claims made with respect to PROVIDER's work performed under the Agreement. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by COUNTY

3. Commercial/Business Automobile Liability Insurance.

If applicable to the services covered by this Agreement, PROVIDER shall provide and maintain commercial general liability and automobile liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage for commercial general liability and automobile liability insurance shall, at a minimum, be at least as broad as Insurance Services Office ("ISO") Commercial General Liability Coverage (Occurrence Form CG 0001) and ISO Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).

4. Environmental Impairment (Pollution) Liability

If PROVIDER will be transporting waste or will be disposing of waste or products under this Agreement, then 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.

5. Workers' Compensation.

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

6. 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. Required provisions.

1. Insurer's Requirement

All of the insurance shall be provided on policy forms and through companies satisfactory to COUNTY, and shall have a minimum AM Best's rating of A- VIII

2. Additional Insured.

COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of PROVIDER; products and completed operations of PROVIDER; premises occupied or used by PROVIDER; and vehicles owned, leased, hired or borrowed by PROVIDER. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Except for the workers compensation policy, each insurance policy shall contain a waiver of subrogation endorsement in favor of COUNTY.

3. Provider's Insurance Shall be Primary

For any claims related to this Agreement, PROVIDER's insurance shall be primary insurance with respect to COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by COUNTY, its elected and appointed officers, officials, employees or authorized representatives or volunteers shall not contribute to the primary insurance. PROVIDER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability

4. Cancellation Notice

Each insurance policy required by this Agreement shall state, or be endorsed so as to the state, that coverage shall not be canceled by the insurance carrier or the PROVIDER, except after sixty (60) days (ten (10) days for non-payment of premium) prior written notice by U.S. mail has been given to COUNTY.

5. Evidences of Insurance.

Prior to execution of the Agreement, PROVIDER shall file with COUNTY a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence

shall also include confirmation that coverage includes or has been modified to include all required provisions as detailed herein.

6. Sub-Contractors.

In the event that PROVIDER employs sub-contractors as part of this Agreement, it shall be the PROVIDER's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

- 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 Dane County Ordinances Sec. 25.08(20)(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. 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.

XIV. FINANCIAL INTEREST PROHIBITED:

Under s. 946.13, Wis. Stats. COUNTY employees and officials are prohibited from holding a private pecuniary interest, direct or indirect, in any public contract. By executing this Agreement, each party represents that it has no knowledge of a COUNTY employee or official involved in the making or performance of the Agreement that has a private pecuniary interest therein. It is expressly understood and agreed that any subsequent finding of a violation of s. 946.13, Wis. Stat. may result in this Agreement being voided at the discretion of the COUNTY.

XV. 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.

XVI. 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.

XVII. 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.

XVIII. CONSTRUCTION:

This Agreement shall not be construed against the drafter.

XIX. COPIES VALID:

This Agreement, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not such reproduction was made by each party in the regular course of business. This term does not apply to the service of notices under this Agreement.

XX. 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.

XXI. DEBARMENT:

By signing this Contract, PROVIDER attests that it is not debarred from participating in federal procurements. COUNTY reserves the right to cancel this Contract if PROVIDER is presently, or is in the future, on the list of parties excluded from federal procurements.

XXII. EXECUTION:

A. The parties agree that execution of this document may be made by electronic signatures. The parties may make electronic signatures by typing the name of the authorized signature followed by the words, "electronically signed" or by any other electronic means representing an authorized signature by PROVIDER. PROVIDER shall ensure that only authorized persons may affix electronic signatures to this Agreement and COUNTY may rely that the electronic signature provided by PROVIDER is authentic.

B. This Agreement has no effect until signed by both parties. The submission of this Agreement to PROVIDER for examination does not constitute an offer. PROVIDER warrants that the persons executing this Agreement on its behalf are authorized to do so.

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:

Bonett Casler - Printer

12/1/23

NAME
TITLE

Date

FOR COUNTY:

Joseph T. Parisi
Dane County Executive

Date

Scott McDonell
Dane County Clerk

Date

{Remove the Dane County Clerk signature field/line if this contract does not exceed \$100,000 and is not going to County Board for review/approval}

{Remove all yellow highlighted bracketed sections prior to obtaining signatures}

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

SCHEDULE A

Scope of Services

All work listed 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 frame 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 should either 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 frames 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.

Ballots will 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:

Basis Wt.	GSM	Caliper	Smoothness	Brightness	Opacity
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. PROVIDER must supply the per ballot cost to add the colored stripe. 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 can be no cutter pull.

Absentee ballots will 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 the printer 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 any and 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 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 deliver route to the PROVIDER with the PDF files.

The schedule for 2024 is included below.

<u>Election Date</u>	<u>PDF Sent to Printer</u>	<u>Absentee Ballots Due</u>
February 20, 2024	January 12, 2024	January 29, 2024
April 2, 2024	February 26, 2024	March 11, 2024
August 13, 2024	June 11, 2024	June 26, 2024
November 5, 2024	September 2, 2024	September 8, 2024

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, but this may occur after the delivery of absentee ballots to municipalities.

Schedule B

PRICING

2024 Pricing:

1 sided, 2 column ballots	- 11"	\$ 0.1425 /each
1 sided, 2 column ballots	- 14"	\$ 0.1423/each
1 sided, 2 column ballots	- 17"	\$ 0.2299/each
1 sided, 2 column ballots	- 19"	\$ 0.2299/each
1 sided, 3 column ballots	- 11"	\$ 0.1501/each
1 sided, 3 column ballots	- 14"	\$ 0.1862/each
1 sided, 3 column ballots	- 17"	\$ 0.2549/each
1 sided, 3 column ballots	- 19"	\$ 0.2549/each
2 sided, 2 column ballots	- 11"	\$ 0.1742/each
2 sided, 2 column ballots	- 14"	\$ 0.2034/each
2 sided, 2 column ballots	- 17"	\$ 0.2622/each
2 sided, 2 column ballots	- 19"	\$ 0.2622/each
2 sided, 3 column ballots	- 11"	\$ 0.1876/each
2 sided, 3 column ballots	- 14"	\$ 0.12192/each
2 sided, 3 column ballots	- 17"	\$ 0.3006/each
2 sided, 3 column ballots	- 19"	\$ 0.3006/each

Note: All ballots will be 8.5" wide.

Delivery Fees - \$22/location

Cost for colored strip - \$ 0.079/ballot

Software generated PDF test decks may be charged at a higher rate due to additional prep work required.

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

BALLOT DELIVERY

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 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, 101 Alpine Drive, 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.