AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of County Manager Signature; Gunnis

Action Requested: County Manager Signature

Parties to the Agreement: County Clerk & Recorder and Intergrated Voting Solutions, Inc.

Term Begins: April, 2016 **Term Ends:** 12/31/2016 **Grant Contract #:**

Summary:

Ballot printing and ballot mailing for Primary and General 2016 Election

Fiscal Impact: Budget

Submitted by: Kathy Simillion **Submitter's Email Address:** ksimillion@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

It's hard to tell the total amount expected to be paid per this agreement as cost is per ballot. There is $60,000 for election supplies and $8,950 for postage in the election activity budget for 2016. Kathy's comment under fiscal impact would indicate she expects to stay within budget for these costs. No other concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 4/5/2016

County Attorney Review: (●) Required ( ) Not Required

Comments:

ok - gs

Reveiwed by: GUNCOUNTY1\gstuhr Discharge Date: 4/7/2016 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/8/2016

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 4/19/2016

Revised April 2015

GUNNISON COUNTY, COLORADO
ELECTION MATERIALS PRINTING CONTRACT

THIS CONTRACT ("Contract") is entered into between GUNNISON County, Colorado for the benefit of the Gunnison Board of Elections ("County") and Integrated Voting Solutions, Inc... ("Contractor" and/or "IVS").

In consideration of the rights and obligations specified below, the County and the Contractor agree as follows:

1. Scope of Services and Work to be Performed:

    a. The Contractor agrees to perform the services described in Exhibit A. 2016 pricing for the term of this agreement.

    b. The Contractor will, in a good and workmanlike manner and at its own cost and expense, furnish all labor and equipment and do all work necessary and incidental to performing the work of printing ballots, test decks, and blank ballot stock for the County (The contents of this section, and Exhibit "A" shall be referred to throughout this Contract as the "Work").

2. Term of Contract: This Contract shall begin and become effective on the date of execution by the parties, which date is the date specified on the signature page of this Contract. Under this Contract, the Contractor shall begin the Work upon the execution of this Contract and shall continue through December 31, 2016, or mutually agreed upon two (2) year extensions.

3. Assignment or Subcontracting. Any assignment or transfer of this Agreement is prohibited, unless written consent is obtained from the County. This Contract shall be binding upon the successors and assigns of the parties.

4. Payment for Work Performed: In consideration of the Work to be performed by the Contractor, the County shall pay to the Contractor in accordance with Exhibit A of this Contract for all work performed within thirty (30) days of receipt of invoices.

5. Extension and/or Renewal of Contract Term: This Contract may be extended or renewed upon the written agreement of both parties.

6. Quality of Performance: The Contractor shall perform the Contract in a commercially reasonable manner satisfactory and acceptable to the County. The County shall be the sole judge of the quality of performance, subject to reasonable standards.

7. Ownership of Documents: All drawings, specifications, guidelines and other documents prepared or received by the Contractor in connection with this Contract shall be the property of the County.

8. Indemnity:

   a. IVS shall indemnify, defend, and hold harmless the County, its officers, agents and employees from any claim, liability, loss, injury or damage asserted by the County or third parties to the extent proximately caused by the negligence of IVS and/or its agents, employees or sub-contractors, in the performance of this Agreement.

   b. IVS shall reimburse the County for all costs, reasonable attorneys' fees, expenses and liabilities, if any, County incurs with respect to that portion of any litigation arising out of this agreement or conduct or services performed by IVS under this agreement. Notwithstanding the foregoing, under no circumstances will IVS be obligated to indemnify, defend and hold harmless County or to reimburse County for any reasonable costs, attorneys' fees, expenses, or liabilities, unless: (a) County gives IVS prompt written notice of all claims subject to such indemnity, (b) County permits IVS to control the defense and settlement of all such claims with attorneys reasonably acceptable to County, and (c) County reasonably cooperates with IVS in the settlement and defense of all such claims. Under no circumstances will IVS be required to indemnify County for a settlement entered into by County without IVS' prior written consent.

9. Information and Reports:

   a. The Contractor will provide to an authorized governmental representative, including those of the County, State and Federal Government, all information and reports which they may require for any purpose authorized by law. Where any information required by any such authorized government representative is in the exclusive possession of a person other than the Contractor, then such Contractor shall so certify to the County, and shall explain what efforts it has made to obtain the information.

   b. The Contractor shall allow representatives of the County Board of Elections access to ballots during the printing process for testing of such ballots in compliance with the requirements of Colorado state law.

10. Independent Contractor:

   a. The Parties recognize and agree that the Contractor is an independent contractor for all purposes, both legal and practical, in performing services under this Contract, and that the Contractor and its agents and employees are not agents or employees of the County for any purpose. As an independent contractor, the Contractor shall be responsible for employing and directing such personnel and agents as it requires to perform the services purchased under this Contract, shall exercise complete authority over its personnel and agents, and shall be fully responsible for their actions.

b. Contractor acknowledges that it is not entitled to unemployment insurance benefits or workers' compensation benefits from the County, its elected officials, agents, or any program administered or funded by the County. Contractor shall be entitled to unemployment insurance or workers' compensation insurance only if unemployment compensation coverage or workers' compensation coverage is provided by Contractor, or some other entity that is not a party to this Contract. Contractor is obligated to pay federal and state income tax on any monies earned pursuant to this Contract.

11. Termination and Related Remedies:

a. The other provisions of this Contract notwithstanding, financial obligations of the County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. The County is prohibited by law from making financial commitments beyond the term of its current fiscal year. The County has contracted for goods and/or services under this Contract and has reason to believe that sufficient funds will be available for the full term of the Contract. Where, however, for reasons beyond the control of the Board of County Supervisors as the funding entity, funds are not allocated for any fiscal period beyond the one in which this Contract is entered into, the County shall have the right to terminate this Contract by providing written notice to the Contractor and will be released from any and all obligations hereunder. If the County terminates the Contract for this reason, the County and the Contractor shall be released from all obligations to perform Work and make payments hereunder, except that the County shall be required to make payment for Work which has been performed by the Contractor prior to the effective date of termination under this provision; and, conversely, the Contractor shall be required to complete any Work for which the County has made payment prior to providing written notice to the Contractor of the termination.

b. In the event the County exercises any of the termination rights specified herein, this Contract shall cease to be of any further force and effect, with the exception of all Contract remedies which are specified herein and may otherwise be available to the parties under the law, and with the exception of any rights or liabilities of the parties which may survive by virtue of this Contract.

12. Notices: For purposes of the notices required to be provided under this Contract, all such notices shall be in writing, and shall be either sent by 1) Certified U.S. Mail - Return Receipt Requested, or 2) hand-delivered to the following representatives of the parties at the following addresses, 3) faxed to the numbers listed below (which shall be effective when the fax is sent), and 4) e-mailed to the e-mail addresses provided below. Any e-mail notice must be in PDF format and shall be deemed effective when sent:

For the County:

Kathryn Simillion, Clerk and Recorder
221 N. Wisconsin St, Suite C
Gunnison CO 81230
Ph 970-641-7927
Fax
E-Mail: KSimillion@GunnisonCounty.org

For the Contractor:

Eric Kozlowski
Integrated Voting Solutions, Inc.
4105 Holly Street, Unit 3
Denver CO 80216
Ph 559-498-6151
Fax 559-498-6585
E-Mail: Eric@integravote.com

In the event a notice is mailed pursuant to the provisions of this paragraph, the time periods shall commence to run on the day the notice is postmarked.

This notice information may be changed and made a binding part of this contract by submitting amended notice provisions to the other party in writing and dated. Once written notice of such changes has been given, the other party shall submit all future notices according to the amended notice provisions.

a. Statutory Requirements: This Contract is subject to all statutory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado generally.

13. Amendments: This Contract may be altered, amended or repealed only on the mutual agreement of the County and the Contractor by a duly executed written instrument.

14. Governing Law: The laws of the State of Colorado shall govern the interpretation and enforcement of this Contract. Any litigation that may arise between the parties involving the interpretation or enforcement of the terms of this Contract shall be initiated and pursued by the parties in the State of Colorado.

15. Breach: Any waiver of a breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

16. Termination of Prior Agreements: This Contract cancels and terminates, as of its effective date, all prior agreements between the parties relating to the services covered by this Contract, whether written or oral or partly written and partly oral.

17. Severability: If any provision of this Contract is found to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

18. Third Party Beneficiary: The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the County and the Contractor, and nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this Contract that any person receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

19. Facsimile Signatures/Counterparts: Facsimile signatures shall be accepted as originals. This Contract may be signed in counterparts.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 7th day of April, 2016.

COUNTY:	CONTRACTOR:
GUNNISON COUNTY	INTEGRATED VOTING SOLUTIONS, INC.
By: _____	By: _____
Name: Matthew Birnie	Name: _____
Title: County Manager	Title: _____

Exhibit A

Work Specifications:

Election Service Pricing

Dominion Image Cast Ballot

Election Ballot Setup	Unit Price
Art Setup & Preproduction	$500.00
- Variable Data Placement	included
- Art placement and color match	included

Setup costs apply once per set of artwork submitted.

Ballot Printing	Price
Full Duplex 11" (with/without stub)	$0.34 per ballot
Full Duplex 14" (with/without stub)	$0.36 per ballot
Full Duplex 17" (with/without stub)	$0.38 per ballot
Full Duplex 19" (with/without stub)	$0.39 per ballot

Shipping @ Cost. Supplemental orders $150 setup plus per ballot

Test Deck Printing	Price
Full Duplex 11"	$0.38 per ballot
Full Duplex 14"	$0.38 per ballot
Full Duplex 18"	$0.38 per ballot

Vote-By-Mail Insertion Pricing 2016

IVS IntegraVote Packet Assembly	Unit Price
Database & Election Setup	$700.00
Packet Assembly & Mailing (includes ballot, return envelope security sleeve & voter instructions)	$0.30
USPS Mail Tracking (optional per packet)	$0.03
Outgoing Envelope	$0.11
Return Envelope	$0.11
Security Envelope	$0.11
UOCAVA Envelopes	$0.14
Half Sheet B/W or Color Insert	$0.07
Half Sheet B/W or Color Insert	$0.10
Ballot	See above
Envelope Artwork Change (if requested)	$125.00

Envelopes order minimum 1,000 per style, plain available for smaller quantities and UOCAVA. USPS MDA approval Mailing Services Included: Camera Work, Mailing Coordination, Delivery to Denver Bulk Mail facility, USPS Mailing Statements. All additional supplies shipped to the County, shipping cost additional. Postage using County or IVS permit at USPS rates.

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   a. IVS shall indemnify, defend, and hold harmless the County, its officers, agents and employees from any claim, liability, loss, injury or damage asserted by the County or third parties to the extent proximately caused by the negligence of IVS and/or its agents, employees or sub-contractors, in the performance of this Agreement.

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For the County:	Kathryn Simillion, Clerk and Recorder 221 N. Wisconsin St, Suite C Gunnison CO 81230 Ph 970-641-7927 Fax E-Mail: KSimillion@GunnisonCounty.org
For the Contractor:	Eric Kozlowski Integrated Voting Solutions, Inc. 4105 Holly Street, Unit 3 Denver CO 80216 Ph 559-498-6151 Fax 559-498-6585 E-Mail: Eric@integravote.com

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2016.

COUNTY: GUNNISON COUNTY	CONTRACTOR: INTEGRATED VOTING SOLUTIONS, INC.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Exhibit A
Work Specifications:
Election Service Pricing

Dominion Image Cast Ballot

Election Ballot Setup	Unit Price
Art Setup & Preproduction	$500.00
- Variable Data Placement	included
- Art placement and color match	included

Setup costs apply once per set of artwork submitted.

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Vote-By-Mail Insertion Pricing 2016

IVS IntegraVote Packet Assembly	Unit Price
Database & Election Setup	$700.00
Packet Assembly & Mailing (includes ballot, return envelope security sleeve & voter instructions)	$0.30
USPS Mail Tracking (optional per packet)	$0.03
Outgoing Envelope	$0.11
Return Envelope	$0.11
Security Envelope	$0.11
UOCAVA Envelopes	$0.14
Half Sheet B/W or Color Insert	$0.07
Half Sheet B/W or Color Insert	$0.10
Ballot	See above
Envelope Artwork Change (if requested)	$125.00

Envelopes order minimum 1,000 per style, plain available for smaller quantities and UOCAVA. USPS MDA approval Mailing Services Included: Camera Work, Mailing Coordination, Delivery to Denver Bulk Mail facility, USPS Mailing Statements. All additional supplies shipped to the County, shipping cost additional. Postage using County or IVS permit at USPS rates.