



REQUEST FOR BID (RFB)

DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION

BID NUMBER

118092

BID TITLE

Ballots

BID DEADLINE

**November 28, 2018
2:00 p.m. (CST)**

Unsigned, late, faxed, or electronically mailed bids will be rejected.

SUBMIT BID TO THIS ADDRESS

CITY COUNTY BUILDING
DANE COUNTY PURCHASING DIVISION
210 MARTIN LUTHER KING JR BLVD ROOM 425
MADISON, WI 53703-3345

OF REQUIRED BID COPIES

Bidders must submit (1) original and (1) copy

DIRECT ALL INQUIRES TO

NAME Megan Rogan

TITLE Purchasing Agent

PHONE # 608/283-1487

EMAIL Rogan.megan@countyofdane.com

WEB SITE www.danepurchasing.com

DATE BID ISSUED: October 31, 2018

BID SUBMISSION CHECKLIST

Read Entire Bid Document

Completed Bid Packet (stapled)

Section 2 – Vendor Information

Section 3 – Bid Specifications

Section 4 – Price Proposal

Section 5 – Standard Terms and Conditions

Bid Packets: (1) original and (1) copy

Sealed envelope/package containing bid packets and labeled with:

Vendor Name

Bid Number

Bid Deadline Date/Time

Up-to-date Vendor Registration

PROPOSALS MUST BE DATE/TIME STAMPED BY A DANE COUNTY ADMINISTRATION STAFF MEMBER

Section 1 – General Bid Guidelines

1. Introduction

Dane County invites and will accept bids for services outlined within this bid. The County as represented by Purchasing Division, intends to use the results of this process to purchase goods or services here within.

2. Clarification/Questions:

Any questions concerning this bid must be submitted in writing by mail, fax or email at least five working days prior to the bid deadline. Requests submitted after that time will not be considered. All inquiries must be directed to the Purchasing Agent indicated on the cover page.

3. Addendums:

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this bid, addenda and/or supplements will be posted on the Purchasing Division web site at www.danepurchasing.com. Bidders are responsible to regularly monitor the web site for any such postings. It is recommended to check the website for addenda prior to submitting a proposal. Bidders must acknowledge the receipt/review of any addenda on the Vendor Information page.

The Purchasing Division has the sole authority for modifications to specifications and/or this bid document.

4. Vendor Registration Program:

All bidders are strongly encouraged to be a registered vendor with Dane County. Registering allows vendors an opportunity to receive notifications for bids issued by the County and provides the County with up-to-date company contact information.

Provide your Dane County Vendor # in the Vendor Information section of the bid submission packet.

For Non-Registered Vendors:

Complete vendor registration by visiting www.danepurchasing.com. On the top menu bar, click Vendor Registration and then click Create Vendor Account. You will receive an email confirmation once your account is created and again when your vendor registration is complete. Retain your user name/email address and password for ease of re-registration in future years. Within 2-4 days of completing the registration, a vendor number will be assigned and emailed to you.

For Registered Vendors:

Check to make sure your vendor information including commodity codes is up-to-date by signing into your account at www.danepurchasing.com. On the top menu bar, click Vendor Registration and then click Vendor Log In.

5. Local Purchasing Preference:

Under Dane County Ordinance 25.08(11)(c-e), a Locally Based and Owned Vendor, Locally Operated Vendor, or Non-Locally Operated Vendor may be invited to match the low bid if the low bid is offered by a vendor that is not identified as a Locally Based and Owned Vendor, Locally Operated Vendor, or Non-Locally Operated Vendor according to Dane County Ordinance requirements.

Locally Based and Owned Vendor Criteria

- 1. Your business or corporate headquarters is physically located in Dane County and;
- 2. Your business owners or shareholders totaling more than 50% of ownership live in Dane County and;
- 3. Your business is registered and authorized to do business in the State of Wisconsin.

Locally Operated Vendor Criteria

- 1. Your business is registered and authorized to do business in the State of Wisconsin and;
- 2. Your business has an established place of business within Dane County.
 - o A post office box address does not qualify a vendor as a Locally Operated Vendor.

Non-Locally Operated Vendor Criteria

- 1. Your business is registered and authorized to do business in the State of Wisconsin and;
- 2. Your business has an established place of business in one of the following Wisconsin Counties: Columbia, Dodge, Green, Iowa, Jefferson, Rock, or Sauk.
 - o A post office box address does not qualify a vendor as a Non-Locally Operated Vendor.

Local Purchasing Preference Order of Events:

Locally Based and Owned Vendors:

- 1. When bids are reviewed, the County will determine if a Locally Based and Owned Vendor responding to the bid is the low bidder. If a Locally Based and Owned Vendor is the low bidder, they will be awarded the bid.
- 2. If a Locally Based and Owned Vendor is not the low bidder but is within 15% of the low bid, the County will contact the Locally Based and Owned Vendor and provide that vendor the option of matching the low bid price.
- 3. If no Locally Based and Owned Vendors are among the responding bidders, or the Locally Based and Owned Vendor declines to match the low bid, then the County will determine if a Locally Operated Vendor has responded to the bid.

Locally Operated Vendors:

- 4. If a Locally Operated Vendor is within 10% of the low bid, the County will contact the Locally Operated Vendor and provide that vendor the option of matching the low bid price.
- 5. If no Locally Operated Vendors are among the responding bidders, or the Locally Operated Vendor declines to match the low bid, then the County will determine if a Non-Locally Operated Vendor has responded to the bid.

Non-Locally Operated Vendors:

- 6. If a Non-Locally Operated Vendor is within 5% of the low bid, the County will contact the Non-Locally Operated Vendor and provide that vendor the option of matching the low bid price.
- 7. If no Non-Locally Operated Vendors are among the responding bidders, or the Non-Locally Operated Vendor declines to match the low bid, then the County will award the bid to the low bidder without regard to the location of the vendor.

6. Local Content Preference:

Under Dane County Ordinance 25.08(4)(f-j), bidders offering goods made in Dane County, its surrounding counties, or the State of Wisconsin receive a price preference on sealed bid solicitations. Bids are first evaluated to determine if any bidders are offering products that qualify as Dane County-Made Goods, Regionally-Made Goods, or Wisconsin-Made Goods.

Dane County Made Criteria

- 1. An article that is manufactured, mined, produced or grown in Dane County and;
- 2. Over 50% of the total cost of its components are made in Dane County.
 - o “Component”, as referenced above, means an article, materials, or supply incorporated directly into a finished product.

Regionally Made Criteria

- 1. An article that is manufactured, mined, produced or grown in one of the following counties: Dane, Columbia, Dodge, Green, Iowa, Jefferson, Rock, or Sauk and;
- 2. Over 50% of the total cost of its components are made in one of the following counties: Dane, Columbia, Dodge, Green, Iowa, Jefferson, Rock, or Sauk.
 - o “Component”, as referenced above, means an article, materials, or supply incorporated directly into a finished product.

Wisconsin Made Criteria

- 1. An article that is manufactured, mined, produced or grown in the State of Wisconsin and;
- 2. Over 50% of the total cost of its components are made in the State of Wisconsin.
 - o “Component”, as referenced above, means an article, materials, or supply incorporated directly into a finished product.

A bidder offering Dane County-Made Goods will be considered the successful bidder if their price is up to 15% higher than the low bid for goods that are not Dane County-Made Goods. If no vendors meet this criteria, then the County will determine if any bidder is offering Regionally-Made Goods. If so, then such a bidder will be considered successful if their price is up to 12.5% higher than the low bid for goods that are not Regionally-Made Goods. If no vendors meet this criteria, then the County will determine if any bidder is offering Wisconsin-Made Goods. If so, the such bidder will be considered successful if their price is up to 10% higher than the low bid for goods that are not Wisconsin-Made Goods. If no vendors are offering Dane County-Made, Regionally-Made, or Wisconsin-Made Goods, then the County will evaluate the low bid without regard to the content of the goods.

7. Pricing:

The price quoted shall include all labor, materials, equipment, shipping, and other costs. All prices and conditions outlined in the bid shall remain fixed.

8. Bid Submission and Acceptance:

Bids must be received by the Dane County Purchasing Division by the specified date and time stated on the cover page. All proposals must be time-stamped in by a Dane County Purchasing or Administration staff member. Bids not so stamped will not be accepted.

Unsigned, late, faxed, or electronically mailed bids will be rejected.

Vendors must submit an original and the required number of copies of all bid materials required for acceptance as instructed on the cover page of the bid.

Multiple bids from a vendor will be permissible, however, each proposal must conform fully to the requirements for bid submission. Each such bid must be separately submitted and labeled as Bid# 1, Bid# 2, etc.

Dane County reserves the right to accept any part of this bid deemed to be in the best interest of the County. The County also retains the right to accept or reject any or all bids.

9. Cooperative Purchasing

Participating in cooperative purchasing gives vendors opportunities for additional sales without additional bidding. Municipalities and state agencies use cooperative purchasing to expedite purchases. A “municipality” is defined as any county, city, village, town, school district, board of school directors, sewer district, drainage district, vocational, technical and adult education district, or any other public body having authority to award public contracts (s. 16.70(8), Wis. Stats.). Federally recognized Indian tribes and bands in this state may participate in cooperative purchasing with the state or any municipality under ss. 66.0301(1) and (2), Wis. Stats.

On the Vendor Information page, you will have the opportunity to participate in allowing municipalities and state agencies to piggyback this bid. Participation is not mandatory. A vendor’s decision on participating in this service has no effect on awarding the bid.

Dane County is not a party to these purchases or any dispute arising from these purchases and is not liable for delivery or payment of any of these purchases.

10. Award:

The County will award the bid to the responsive and responsible bidder whose bid is most advantageous to the County. In determining the most advantageous bid, the County will consider criteria such as, but not limited to, cost, bidder’s past performance and/or service reputation, and service capability, quality of the bidder’s staff or services, customer satisfaction, references, the extent to which the bidder’s staff or services meet the County’s needs, bidder’s past relationship with the County, total long term cost to the County, fleet continuity and any other relevant criteria listed in this solicitation.

Written notice of award to a vendor in the form of a purchase order or other document, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid.

This contract and any part thereof shall not be subcontracted or assigned to another Contractor without prior written permission of the County. The Contractor shall be directly responsible for any subcontractor’s performance and work quality when used by the Contractor to carry out the scope of the job. Subcontractors must abide by all terms and conditions under this Contract.

11. Payment Terms and Invoicing:

Unless otherwise agreed, Dane County will pay properly submitted vendor invoices within thirty (30) days of receipt of goods or services. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment shall be submitted to the bill to address and/or County Representative listed on the Dane County purchase order. The Dane County purchase order number must be noted on the submitted invoice.

Other incidental or standard industry charges not identified herein, are not allowed under this contract. Miscellaneous service charges used to help the Contractor pay various fluctuating current and future costs are not allowed. These charges include, but are not limited to, costs directly or indirectly related to the environment, energy issues, fuel charges, service and delivery of goods and services.

12. Permits and Licenses:

The Contractor selected under this bid shall be required to obtain the necessary permits and licenses prior to performing any work under this contract. The Contractor will be required to demonstrate valid possession of appropriate required licenses and will keep them in effect for the term of this contract.

Contractor must be financially responsible for obtaining all required permits and licenses to comply with pertinent regulations, municipal, county, State of Wisconsin and Federal laws, and shall assume liability for all applicable taxes.

13. Satisfactory Work:

Any work found to be in any way defective or unsatisfactory shall be corrected by the Contractor 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.

14. Government Standards:

All materials, equipment, and supplies provided to the County must fully comply with all safety requirements as set forth by the Wisconsin Department of Commerce and all applicable OSHA Standards. Bidders shall comply with all local, state and federal regulations, directives and laws.

15. Warranty:

The length, time, and conditions of warranty must be attached to or stated in the bid document. The seller and/or manufacturer warrants that the goods sold hereunder will be merchantable quality, will conform to applicable specifications, and will be free from defects in material and workmanship and will be fit for the particular purpose intended.

Warranty does not commence until after the complete unit has been accepted and placed into service by the user agency. Bidder shall indicate the name and the geographical location of the nearest authorized dealer to perform subsequent warranty service. This information shall be stated in the pricing section of bid or otherwise specified.

16. Inspection of Premises/Vendor Site Visit:

Bidder's may inspect site(s) prior to submitting bids to determine all requirements associated with the project by contacting the Purchasing Agent listed on the cover page. Failure to do so will in no way relieve the successful bidder from the necessity of providing, without additional cost to the County, all necessary services that may be required to carry out the intent of the resulting contract.

17. Contracting Assignment – Subcontractors

This contract and any part thereof shall not be subcontracted or assigned to another Contractor without prior written permission of the County. The Contractor shall be directly responsible for any subcontractor's performance and work quality when used by the Contractor to carry out the scope of the job. Subcontractors must abide by all terms and conditions under this Contract.

18. Contract Additions

The County reserves the right to add new items and locations at a price conforming to other like items on the contract. The procedure for such additions shall be as follows:

The County Purchasing Agent will contact the vendor requesting pricing for the item(s) to be added. The vendor, within three working days, should respond in writing and include the bid number, contract period and the price for each item or service to be provided. Upon receipt, the County shall issue a Change Order adding the service or product(s) to the Contract or Purchase Order. The County reserves the right to accept or reject prices and obtain bids on the open market for these add-ons.

When applicable, Contractor may be required to sign a Dane County Contract.

19. Contract/Project Administration

The County department(s) utilizing the service will be responsible for coordinating, monitoring and administering the resulting service contract/purchase order. The department shall be responsible for notifying the awarded vendor about contract renewals or extensions. Any modifications or additions to the contract(s)/purchase order(s) shall be communicated by the department to the Purchasing Division.

20. Contract Termination

If for any reason the successful contractor fails to fulfill the requirements of the contract for providing the specified services, the County shall have the right to cancel the contract at any time and negotiate for the services with another contractor.

21. Insurance:

The successful vendor is required to submit to Dane County a Certificate of Insurance prior to performing any work under this contract. The certificate is required prior to issuance of purchase order. See Section 20.0 Insurance Responsibility in the Standard Terms & Conditions.

Please contact your insurance representative to issue an Additional Insured Endorsement naming COUNTY OF DANE, a municipal corporation, its boards, commissions, agencies, officers, employees and representatives listed as an **ADDITIONAL INSURED** on the General Liability policy..

Indicate mailing address as:

COUNTY OF DANE
Risk Management
City County Building Room 425
210 Martin Luther King Jr., Blvd.
Madison, WI 53703

You may fax it (608-266-4425) or mail it to Risk Management.

Please inform your insurance representative that you have agreed to provide us with **30 Days written notice** in the event of cancellation for any reason before the expiration date of your policy or policies.

Call 608-266-4965 with any questions.

22. Dane County Sustainability Principles:

On October 18, 2012, the Dane County Board of Supervisors adopted Resolution 103, 2012-2013 establishing the following sustainability principles for the county:

- Reduce and eventually eliminate Dane County government’s contribution to fossil fuel dependence and to wasteful use of scarce metals and minerals;
- Reduce and eventually eliminate Dane County government’s contribution to dependence upon persistent chemicals and wasteful use of synthetic substances;
- Reduce and eventually eliminate Dane County government’s contribution to encroachment upon nature and harm to life-sustaining ecosystems (e.g., land, water, wildlife, forest, soil, ecosystems); and
- Reduce and eventually eliminate Dane County government’s contribution to conditions that undermine people’s ability to meet their basic human needs.

23. Fair Labor Practices:

Dane County Ord. 25.09 (1) is as follows:

(28) BIDDER RESPONSIBILITY. (a) Any bid, application or proposal for any contract with the county, including public works contracts regulated under chapter 40, shall include a certification indicating whether the bidder has been found by the National Labor Relations Board (NLRB) or the Wisconsin Employment Relations Committee (WERC) to have violated any statute or regulation regarding labor standards or relations within the last seven years. The purchasing manager shall investigate any such finding and make a recommendation to the committee, which shall determine whether the conduct resulting in the finding affects the bidder’s responsibility to perform the contract.

If you indicate that you have been found by the NLRB or WERC to have such a violation on the Vendor Information page, you must include a copy of any relevant information regarding such violation with your proposal, bid or application.

Additional information about the NLRB and WERC can be found using the following links: www.nlrb.gov and <http://werc.wi.gov>.

| VENDOR INFORMATION | |
|---------------------------|--|
| VENDOR NAME: | |

| Vendor Information (address below will be used to confirm Local Vendor Preference) | | | |
|-------------------------------------------------------------------------------------------|--|------------------|--|
| Address | | | |
| City | | County | |
| State | | Zip+4 | |
| Vendor Rep. Name | | Telephone | |
| Title | | | |
| Email | | | |
| Dane County Vendor # | | | |

| Local Vendor Preference (Reference General Guidelines #5) | |
|------------------------------------------------------------------|--------------------------|
| Locally Based & Owned Vendor | <input type="checkbox"/> |
| Locally Operated Vendor | <input type="checkbox"/> |
| Non-Locally Operated Vendor | <input type="checkbox"/> |
| No Preference | <input type="checkbox"/> |

| Local Content Vendor Preference (Reference General Guidelines #6) | |
|--------------------------------------------------------------------------|--------------------------|
| Dane County-Made | <input type="checkbox"/> |
| Regionally-Made | <input type="checkbox"/> |
| Wisconsin-Made | <input type="checkbox"/> |
| No Preference | <input type="checkbox"/> |

| Cooperative Purchasing (Reference General Guidelines #9) | |
|-----------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | I <u>agree</u> to furnish the commodities or services of this bid to municipalities and state agencies. |
| <input type="checkbox"/> | I <u>do not agree</u> to furnish the commodities or services of this bid to municipalities and state agencies. |

| Fair Labor Practice Certification (Reference General Guidelines #23) | |
|-----------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | Vendor has not been found by the National Labor Relations Board (“NLRB”) or the Wisconsin Employment Relations Commission (“WERC”) to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the date this bid submission is signed. |
| <input type="checkbox"/> | Vendor has been found by the National Labor Relations Board (“NLRB”) or the Wisconsin Employment Relations Commission (“WERC”) to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the date this bid submission is signed. |

| Addenda – we hereby acknowledge receipt, review and use of the following addenda, if applicable. | | | | |
|---------------------------------------------------------------------------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|-------------------------------|
| Addendum #1 <input type="checkbox"/> | Addendum #2 <input type="checkbox"/> | Addendum #3 <input type="checkbox"/> | Addendum #4 <input type="checkbox"/> | None <input type="checkbox"/> |

| Signature Affidavit | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------|--|
| <p>In signing this bid, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the above statement is accurate under penalty of perjury.</p> <p>The undersigned, submitting this bid, hereby agrees with all the terms, conditions, and specifications required by the County in this Request for Bid, and declares that the attached bid and pricing are in conformity therewith.</p> | | | |
| Signature | | Title | |
| Name (Printed) | | Date | |

STATEMENT OF QUALIFICATIONS / QUESTIONNAIRE

NAME OF FIRM: _____

Furnish the following information about your firm’s qualifications & experience. Provide detailed description information that will be used in the evaluation of this bid. Use the space provided to answer all questions. Attach additional sheets as necessary.

Permanent main office address: _____

Phone No.: () _____ Fax No. () _____

Email: _____

Contact Person: _____

Type of organization: (Check all applicable)

- Individually-Owned Partnership Corporation Joint Venture
- Private Public Profit Non-profit

1. Number of years the firm has been in business under the present name: _____
2. Number of years of experience of the firm : _____ in providing similar services as specified in this solicitation
3. Describe the general background and services provided by the firm. (Attach as many sheets as needed)
4. Qualifications: Furnish any other relevant written information which would indicate firm’s capability to perform the services contained in this solicitation. (Attach as many sheets as needed) Specifically staff capacity, equipment capacity and storage capacity.
5. Experience: Describe the previous experience of the firm with similar accounts services as specified in this solicitation. State all locations, and dates of operation; the types and size of facility. (Attach as many sheets as needed)
6. Printing & delivery of ballots on election day: Indicate how long it will take to print and deliver ballots to polling places.
7. Delivery of ballots on election day: If more than one polling place needs extra ballots, how many drivers will be available to make deliveries to the various polling places throughout Dane County?
8. Provide 3 references for current customers.

BID AND SPECIFICATION OVERVIEW

Bids must be submitted on the attached forms. Dane County reserves the right to accept or reject any and all bids submitted; and to accept such bids deemed to be in the best interest of the County. The bids will be reviewed initially to determine if technical requirements are met.

❑ **Proven Experience/Qualifications:**

Bidders shall provide information with their proposal that will certify that they are experienced with or meets the requirement of this specification to be eligible for a contract award. Complete Statement of Qualifications (Attachment)

❑ **Qualifications:**

Bidders must be in the business of providing printing services for the past three (3) years with comparably sized units of government.

Bidders shall have access to all necessary equipment and the organizational capacity and technical competence necessary to complete all specifications listed in the scope of services.

Proposer shall maintain a permanent place of business. If requested, provider must provide financial statements, to evidence the provider has adequate financial resources to complete the work proposed, as well as all other work the provider is presently under contract to perform.

❑ **References:**

A minimum of three selected organizations may be contacted and/or visited to determine the quality of work performed and personnel assigned to the contract. Complete **Statement of Qualifications/Questionnaire**.

Technical Specifications

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 requirements 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 5p.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.

Section 3 – Bid Specifications – Submit with Bid

Dane County is seeking a vendor, to 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 mutual agreement of the County and the Vendor.

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

Dane County requires 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 printer 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. We may require several different colors depending on the election or none at all. Bidder 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.

The County Clerk 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.

Section 3 – Bid Specifications – Submit with Bid

The County Clerk will send the ballot proofs to the printer in a PDF file. The successful bidder will reprint ballots that are not printed correctly (i.e. cut incorrectly, missing information [information lost from the disc provided by the county], etc.) at their expense.

The printer shall be available by telephone at all times on election day, from 6 a.m. to 8 p.m. The printer shall check in with the County Clerk at 6 p.m. to be sure there are no other municipalities that need additional ballots.

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 Clerk will provide a copy of this to the printer at the beginning of each year. The County Clerk 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 printer is responsible for delivery and if this is contracted out to another vendor, the printer 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 printer will supply the County Clerk with a schedule from the delivery source of when the ballots will be delivered. The drop off sites for each municipality are attached, and will be reviewed and subject to change prior to each election. The County Clerk shall provide any changes in proposed deliver route to the printer with the PDF files.

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

| <u>Election Date</u> | <u>PDF Sent to Printer</u> | <u>Absentee Ballots Due</u> |
|---------------------------------------------------------------------------|-----------------------------------------------------------------------|---------------------------------------------------------------------------|
| February 19, 2019 April 2, 2019 | January 15, 2019 March 4, 2019 | January 24, 2019 March 7, 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 |

Note. Sometimes the legal deadlines cannot be met due to delays by the WEC. We will work closely with the printer to assure that at least the absentees will be produced and delivered as timely as possible. Law changes are being proposed to aid in these timelines but may or may not be changed prior to this contract. There is a very tight deadline for both the 2019 and 2020 Spring Elections.

Section 3 – Bid Specifications – Submit with Bid

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 clerk's office. This pre-test deck of ballots shall be delivered to the county clerk's office ahead of any mass printing. The county clerk's office 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 clerk's office. This test deck of ballots shall be delivered to the county clerk's office, but this may occur after the delivery of absentee ballots to municipalities.

PRICE PROPOSAL

VENDOR NAME: _____

Pricing shall be inclusive of all labor, delivery costs and other expenses necessary to provide product in accordance with the specifications and terms and conditions of this bid document and your proposal.

2019 Pricing:

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

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

- 2 sided, 2 column ballots - 11" \$ _____/each
- 2 sided, 2 column ballots - 14" \$ _____/each
- 2 sided, 2 column ballots - 17" \$ _____/each
- 2 sided, 2 column ballots - 19" \$ _____/each

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

Note: All ballots will be 8.5" wide.

Cost for colored strip, \$ _____/ballot
If any

Delivery fees \$ _____/trip

Method of delivery _____

Percentage increase for **2020** _____%

Percentage increase for **2021** _____%

Percentage increase for **2022** _____%

Percentage increase for **2023** _____%

Vendors are required to provide pricing for all types of ballots listed on the pricing page of the original bid document. Bids which fail to provide pricing for any of the ballot types listed will be rejected.

Sales Tax

Bids should not include Federal Excise and Wisconsin Sales Taxes, as Dane County is exempt from payment of such taxes. Sec.State Statute No. 77.54(9a). Wis. Stats. The Dane County's CES number is ES 41279.

Payment terms: Net 30

STANDARD TERMS AND CONDITIONS

Request for Bids/Proposals/Contracts

Rev. 4/2018

1.0 **APPLICABILITY:** The terms and conditions set forth in this document apply to Requests for Proposals (RFP), Bids and all other transactions whereby the County of Dane acquires goods or services, or both.

1.1 **ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract, including any purchase order, awarded as a result of this request. Special requirements of a resulting contract may also apply. Said written contract with referenced parts and attachments shall constitute the entire agreement, and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the County. Unless otherwise stated in the agreement, these standard terms conditions supersede any other terms and/or conditions applicable to this agreement.

1.2 **DEFINITIONS:** As used herein, “vendor” includes a provider of goods or services, or both, who is responding to an RFP or a bid, and “bid” includes a response to either an RFP or a bid.

2.0 **SPECIFICATIONS:** The specifications herein are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability or performance level, or any combination thereof, desired. When alternates are proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. Dane County shall be the sole judge of equivalency. Vendors are cautioned to avoid proposing alternates to the specifications that may result in rejection of their bid.

3.0 **DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from terms, conditions, or specifications shall be described fully in writing, signed, and attached to the bid. In the absence of such statement, the bid shall be accepted as in strict compliance with all terms, conditions, and specifications and vendor shall be held liable for injury resulting from any deviation.

4.0 **QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. No pre-owned, obsolete, discontinued or defective materials may be used.

5.0 **QUANTITIES:** The quantities shown herein are based on estimated needs. The County reserves the right to increase or decrease quantities to meet actual needs.

6.0 **DELIVERY:** Deliveries shall be FOB destination freight prepaid and included unless otherwise specified. County will reject shipments sent C.O.D. or freight collect.

7.0 **PRICING:** Unit prices shown on the bid shall be the price per unit of sale as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall

establish the extended price, the unit price shall govern in the bid evaluation and contract administration.

7.1 Prices established in continuing agreements and term contracts may be lowered due to market conditions, but prices shall not be subject to increase for the term specified in the award. Vendor shall submit proposed increases to the Purchasing Division thirty (30) calendar days before the proposed effective date of the price increase. Proposed increases shall be limited to fully documented cost increases to the vendor that are demonstrated to be industry wide. Price increases may not be granted unless they are expressed in bid documents and contracts or agreements.

7.2 Submission of a bid constitutes bidder’s certification that no financial or personal relationship exists between the bidder and any county official or employee except as specially set forth in writing attached to and made a part of the bid. The successful bidder shall disclose any such relationship which develops during the term of the contract.

8.0 **ACCEPTANCE-REJECTION:** Dane County reserves the right to accept or reject any or all bids, to waive any technicality in any bid submitted and to accept any part of a bid as deemed to be in the best interests of the County. Submission of a proposal or a bid constitutes the making of an offer to contract and gives the County an option valid for 60 days after the date of submission to the County.

8.1 Bids **MUST** be dated and time stamped by the Dane County Purchasing Division Office on or before the date and time that the bid is due. Bids deposited or time stamped in another office will be rejected. Actual receipt in the office of the purchasing division is necessary; timely deposit in the mail system is not sufficient. **THERE WILL BE NO EXCEPTIONS TO THIS POLICY.**

9.0 **METHOD OF AWARD:** Award shall be made to the lowest responsible responsive bidder conforming to specifications, terms, and conditions, or to the most advantageous bid submitted to the County on a quality versus price basis.

10.0 **ORDERING/ACCEPTANCE:** Written notice of award to a vendor in the form of a purchase order or other document, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid. A formal contract containing all provisions of the contract signed by both parties shall be used when required by the Dane County Purchasing Division.

11.0 **PAYMENT TERMS AND INVOICING:** Unless otherwise agreed, Dane County will pay properly submitted vendor invoices within thirty (30) days of receipt of goods and services. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order.

Section 5 – Standard Terms and Conditions – Submit with Bid

11.1 **NO WAIVER OF DEFAULT:** 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 the Agreement or a waiver of any default of the successful vendor, 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.

12.0 **TAXES:** The County and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below. The State of Wisconsin Department of Revenue has issued tax exempt number ES41279 to Dane County.

12.1 The County is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. The County is exempt from Wisconsin sales or use tax on these purchases. The County may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Vendors performing construction activities are required to pay state use tax on the cost of materials.

13.0 **GUARANTEED DELIVERY:** Failure of the vendor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the vendor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include administrative costs.

14.0 **APPLICABLE LAW AND VENUE:** This contract shall be governed under the laws of the State of Wisconsin, and venue for any legal action between the parties shall be in Dane County Circuit Court. The vendor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct.

15.0 **ASSIGNMENT:** No right or duty in whole or in part of the vendor under this contract may be assigned or delegated without the prior written consent of Dane County.

16.0 **NONDISCRIMINATION/AFFIRMATIVE ACTION:** During the term of this Agreement the vendor agrees, in accordance with sec. 111.321, Wis. Stats., and Chapter 19 of the Dane County Code of Ordinances, not to discriminate against any person, whether an applicant or recipient of services, an employee or applicant for employment, 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. The vendor shall provide a harassment-free work environment. These provisions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, including apprenticeships, rates of pay or other forms of compensation.

16.1 Vendors who have twenty (20) or more employees and a contract of twenty thousand dollars (\$20,000) or more must

submit a written affirmative action plan to the County's Contract Compliance Officer within fifteen (15) working days of the effective date of the contract. The County may elect to accept a copy of the current affirmative action plan filed with and approved by a federal, state or local government unit.

16.2 The vendor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of this Agreement as they relate to affirmative action and nondiscrimination.

16.3 Failure to comply with these Terms and Conditions may result in the vendor being debarred, termination of the contract and/or withholding of payment.

16.4 The vendor agrees to furnish all information and reports required by Dane County's Contract Compliance Officer as the same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with Chapter 19, D.C. Ords. and the provisions of this Agreement.

16.5 **AMERICANS WITH DISABILITIES ACT:** The vendor agrees to the requirements of the ADA, providing for physical and programmatic access to service delivery and treatment in all programs and activities.

17.0 **PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT:** The vendor guarantees goods sold to the County were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of the articles described herein do not infringe any patent, copyright or trademark. The vendor covenants that it will, at its own expense, defend every suit which shall be brought against the County (provided that such vendor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent, copyright or trademark by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

18.0 **SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the County must fully comply with all safety requirements as set forth by the Wisconsin Department of Commerce and all applicable OSHA Standards.

18.1 **MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29 CFR 1910.1200, provide one (1) copy of the Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

19.0 **WARRANTY:** Unless specifically expressed otherwise in writing, goods and equipment purchased as a result of this request shall be warranted against defects by the vendor for one (1) year from date of receipt. An equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the vendor.

20.0 INDEMNIFICATION & INSURANCE.

20.1 Vendor 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

Section 5 – Standard Terms and Conditions – Submit with Bid

representatives may sustain, incur or be required to pay by reason of vendor 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 vendor under this paragraph shall survive the expiration or termination of this Agreement.

20.2. 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, vendor shall, at vendor'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, vendor agrees to preserve County's subrogation rights in all such matters that may arise that are covered by vendor's insurance. Neither these requirements nor the County's review or acceptance of vendor's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the vendor under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

20.2.1. Commercial General Liability.

Vendor 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 vendors 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.

20.2.2. Commercial/Business Automobile Liability.

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

20.2.3. Environmental Impairment (Pollution) Liability

Vendor 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.

20.2.4. Workers' Compensation.

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

20.2.5. Umbrella or Excess Liability.

Vendor 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. Vendor agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

20.3. Upon execution of this Agreement, vendor 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 vendor'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, vendor shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. Vendor shall furnish County, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that vendor 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 vendor or County may invoke the tail option on behalf of the other party and that the extended reporting period premium shall be paid by vendor. 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 vendor and shall cooperate with vendor's attorneys in the defense of the action, suit or other proceeding. Vendor shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, vendor shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of vendor. In case of any sublet of work under this Agreement, vendor shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of vendor.

20.4. 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.

21.0 CANCELLATION: County reserves the right to terminate any Agreement due to non-appropriation of funds or failure of performance by the vendor. This paragraph shall not relieve County of its responsibility to pay for services or goods provided or furnished to County prior to the effective date of termination.

22.0 PUBLIC RECORDS ACCESS: It is the intention of the County to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid openings are public unless otherwise specified. Records are not available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Bid results may be obtained by visiting the Dane County Purchasing

Section 5 – Standard Terms and Conditions – Submit with Bid

Office Monday – Friday, between 8:00 a.m. and 4:00 p.m. Prior appointment is advisable.

22.1 PROPRIETARY INFORMATION: If the vendor asserts any of its books and records of its business practices and other matters collectively constitute a trade secret as that term is defined in s. 134.90(1)(c), Wis. Stats., County will not release such records to the public without first notifying the vendor of the request for the records and affording the vendor an opportunity to challenge in a court of competent jurisdiction the requester's right to access such records. The entire burden of maintaining and defending the trade secret designation shall be upon the vendor. The vendor acknowledges and agrees that if the vendor shall fail, in a timely manner, to initiate legal action to defend the trade secret designation or be unsuccessful in its defense of that designation, County shall be obligated to and will release the records.

22.2 Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which vendor believes qualifies as a trade secret, as provided in section 19.36(5), Wis. Stats., must be identified on a designation of Confidential and Proprietary Information form. Pricing will not be held confidential after award of contract.

22.3 Data contained in a bid, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations shall be the property of the County.

23.0 RECYCLED MATERIALS: Dane County is required to purchase products incorporating recycled materials whenever technically and economically feasible. Vendors are encouraged to bid products with recycled content which meet specifications.

24.0 PROMOTIONAL ADVERTISING: Reference to or use of Dane County, any of its departments or sub-units, or any county official or employee for commercial promotion is prohibited.

25.0 ANTITRUST ASSIGNMENT: The vendor and the County of Dane recognize that in actual economic practice, overcharges resulting from antitrust violation are in fact usually borne by the Purchaser. Therefore, the successful vendor hereby assigns to the County of Dane any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

26.0 RECORDKEEPING AND RECORD RETENTION-COST REIMBURSEMENT CONTRACTS: Where payment to the vendor is based on the vendor's costs, vendor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. The County contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the vendor. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

27.03 COMPLIANCE WITH FAIR LABOR STANDARDS. During the term of this Agreement, vendor shall report to the Controller, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations commission (WERC) that vendor has violated a statute or regulation regarding labor standards or relations within the seven years prior to entering this Agreement. If an investigation by the Controller results in a final determination that the matter adversely affects vendor's responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.

27.04 VENDOR may appeal any adverse finding by the Controller as set forth in sec. 25.08(20)(c) through (e).

27.05 VENDOR 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.

The ballot order history for the years 2012 – 2018 is as follows:

| Date | # of Header Codes | # of Ballots ordered |
|-----------------------------|-------------------------|----------------------|
| February 2012 | 10 | 69,000 |
| April 2012 | 191 | 252,350 |
| May 2012 | 6 | 303,900 |
| June 2012 | 6 | 316,350 |
| August 2012 | 22 | 215,520 |
| November 2012 | 39 | 347,540 |
| February 2013 | 17 | 76,230 |
| April 2013 | 209 | 164,503 |
| February 2014 | 5 | 9,560 |
| April 2014 | 206 | 192,740 |
| August 2014 | 40 *This is an estimate | 100,000 |
| November 2014 | 56 | 313,060 |
| February 2015 | 54 | 47,815 |
| April 2015 | 229 | 86,585 |
| February 2016 | 49 | 117,854 |
| April 2016 | 239 | 348,021 |
| August 2016 | 47 | 158,475 |
| November 2016 | 71 | 529,925 * See note |
| February 2017 | 12 | 84,875 |
| April 2017 | 208 | 315,395 |
| February 2018 | 14 | 118,205 |
| April 2018 | 202 | 250,865 |
| May 2018 Special | 1 | 1,475 |
| June 2018 Special | 1 | 1,475 |
| August 2018 | 32 | 199,160 * See note |
| November 2018 (as of 10/31) | 57 | 404,750 |

This history is in no way a guarantee of future purchases. Dane County purchases of ballots are determined prior to each election based on the needs of that particular election.

***Note:** For the November 2016 election the original quantity was 454,925. An additional order of 75,000 were ordered and delivered one week ahead of the election.

For the August 2018 Partisan Primary the original order was 145,105 with a first reorder of 28,355 and a second reorder of 16,000 and then an Election Day reorder of 9,700.

Additional orders are often times unavoidable, due to high voter turnout. The vendor is expected to be able to provide ballots on short notice.

Section 6 - Attachment 2 - List of Delivery Sites for Ballots

| | |
|--------------------------|---------------------------------------------------------------------------------------------|
| Town of Albion | Town Hall, 620 Albion Rd, Edgerton |
| Town of Berry | Town Hall, 9046 County Rd 19, Mazomanie |
| Town of Black Earth | Black Earth Village Office, 1210 Mills St, Black Earth |
| Town of Blooming Grove | 1880 S Stoughton Rd, Madison |
| Town of Blue Mounds | Mount Horeb Village Office, 138 E Main St, Mount Horeb |
| Town of Bristol | 7747 County Rd N, Sun Prairie |
| Town of Burke | Town Hall 5365 Reiner Rd, Madison |
| Town of Christiana | Town Hall, 773 Koshkonong Rd, Cambridge or Cambridge Village Hall, 200 Spring St. Cambridge |
| Town of Cottage Grove | Town Hall, 4058 County Rd N, Cottage Grove |
| Town of Cross Plains | Cross Plains Village Hall, 2417 Brewery Rd. Cross Plains |
| Town of Dane | Dane Village Office, 102 W Main St, Dane |
| Town of Deerfield | Deerfield Village Hall, 4 N. Main St , Deerfield |
| Town of Dunkirk | 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 | Mazomanie Village Hall, 133 Crescent St, Mazomanie |
| Town of Medina | Marshall Village Hall 130 S Pardee St, Marshall |
| Town of Middleton | Town Hall, 7555 W Old Sauk Rd, Verona |
| Town of Montrose | Town Hall, 1341 Diane Ave., Belleville |
| Town of Oregon | Town Hall, 1138 Union Rd, Oregon |
| Town of Perry | Clerk's Home, 1004 State Rd 78, Mt Horeb |
| Town of Pleasant Springs | Town Hall, 2354 County Rd N, Stoughton |
| Town of Primrose | Mt. Horeb Village Hall, 138 E Main St Mt. Horeb |
| Town of Roxbury | Clerk's Home, 9203 County Rd Y, Sauk City |
| Town of Rutland | Clerk's Home, 4177 Old Stage Rd, Brooklyn |
| Town of Springdale | Mount Horeb Village Office, 138 E Main St, Mount 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 |
| Town of Vienna | Town Hall, 7161 County Rd I, DeForest |
| Town of Westport | Town Hall, 5387 Mary Lake Rd, Waunakee |
| Town of York | Marshall Village Hall 130 S Pardee St, Marshall |
| Village of Belleville | Village Hall, 24 W Main St, Belleville |
| Village of Black Earth | Village Office, 1210 Mills St, Black Earth |
| Village of Blue Mounds | Mt. Horeb Village Hall, 138 E. Main St. Mt. Horeb |

Section 6 - Attachment 2 - List of Delivery Sites for Ballots

| | |
|----------------------------|-------------------------------------------------------------------------|
| Village of Brooklyn | Village Office, 210 Commercial St, Brooklyn |
| Village of Cambridge | Village Office, 200 Spring St, Cambridge |
| Village of Cottage Grove | Village Office, 221 E Cottage Grove Rd, Cottage Grove |
| Village of Cross Plains | Village Office, 2417 Brewery St, Cross Plains |
| Village of Dane | Village Office, 102 W Main St, Dane |
| Village of Deerfield | Village Office, 4 N Main St, Deerfield |
| Village of DeForest | Village Office, 120 S. Stevenson St. DeForest |
| Village of Maple Bluff | Village Office, 18 Oxford Pl, Madison |
| Village of Marshall | Village Office, 130 S Pardee St, Marshall |
| Village of Mazomanie | Village Office, 133 Crescent St, Mazomanie |
| Village of McFarland | Village Office, 5915 Milwaukee St, McFarland |
| Village of Mount Horeb | Village Office, 138 E Main St, Mount Horeb |
| Village of Oregon | Village Office, 117 Spring St, Oregon |
| Village of Rockdale | Cambridge Village Office, 200 Spring St, Cambridge |
| 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 | Absentee Ballots - City Hall, 210 Martin Luther King, Jr. Blvd, Madison |
| City of Madison | Regular Ballots - The Villager, 4300 S Park St, Madison |
| 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 |