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**Marian Sheppard, Chief Deputy Clerk
Gila County Board of Supervisors
(4/5/11 #3-E)**



CAPTION HEADING:

Professional Consulting Services Contract No. 1005.103/1-2011

**Between
Gila County
and
Elections Operations Services**

DO NOT REMOVE

This is part of the official document

Executive Summary Form -- Professional Service Agreement

Contract Name: Elections Operations Services Contract Number: 1005.103/2-2011

Statement of Purpose and Need (3-5 Sentences)

Services provided by Elections Operations Services are required in order to conduct elections in Gila County. Services provided include consulting and technical assistance for each election; ballot layout, translation, preparation, and printing; elections database programming; creation, printing, and mailing of sample ballots.

Contract End Date: 12/31/2012

Renewal Option: Yes

Maximum Dollar Limit: \$225,000.00

No

Contact Information:

Firm Name: Elections Operations Services Contact Person: William E. Doyle

Address: 18986 N. 74th Drive Phone: 623-561-8346

City: Glendale State: Arizona Zip: 85308 Fax: _____

Email: eosbill1@cox.net

Fund: Professional Services - Elections

Type of Funds:

Restricted

Grant

General Fund

Other

Fund Code: 1005.103.4210.91

Special Notes:



Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

Shirley L. Dawson, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext.8761

Joseph T. Heatherly, Finance Director
Phone (928) 425-3231 Ext. 8743

FAX (928) 425-0319
TTY: 7-1-1

PROFESSIONAL CONSULTING SERVICES

CONTRACT NO. 1005.103/1-2011

ELECTIONS OPERATIONS SERVICES

THIS AGREEMENT, made and entered into this 5th day of April, 2011, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the **County**, and Elections Operations Services of the City of Glendale, County of Maricopa, State of Arizona, hereinafter designated the **Consultant**.

WITNESSETH: That the Consultant, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE I – SCOPE OF SERVICES: Work to be accomplished by Consultant will include consulting and technical expertise to provide election database programming, sample ballots, brochures, and ballot layout and printing in accordance with Arizona law. More specifically, election services for each election shall include:

- Database programming
- Ballot layout and programming
- Galley Proofs
- Ballot Spanish Translation.
- Rotation of Candidates
- Official paper ballot styles, consecutively numbered, perforated, drilled, and padded as required
- Official Ballot order preparation
- Preliminary ballot order proofing
- Printing Order Preparation

- Delivery of test ballots to Secretary of State
- Instructions to printer regarding printing, cutting, folding, and packaging of sample ballots, early ballots information report and/ or publicity pamphlet mailers
- Delivery of Early Voter Ballots to County
- Labeling of Sample Ballots
- Delivery of Sample Ballots to mailing company
- Conversion of Voter Registration files into appropriate mailing company formats

See Attachment A for payment schedule.

ARTICLE II – TERMINATION: Contract shall terminate thirty (30) days after written notice is received by either party to the other. Upon receipt of the notice, work in progress will be completed and any summaries and/or status reports shall be prepared and submitted, all within thirty (30) days. The County's financial obligation shall cover only the work performed up to the notice to terminate plus thirty (30) days, and not work completed thereafter.

ARTICLE III - INDEMNIFICATION CLAUSE: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE IV - INSURANCE REQUIREMENTS: Consultant shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, or employees.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Consultant from liabilities that might arise out of the performance of the work under this contract by the Consultant, his agents, representatives, or employees and Consultant is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Consultant shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant".

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Consultant even if those limits of liability are in excess of those required by this Contract.
2. The Consultant's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Consultant shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to Birdie DeNero, Risk Management, 1400 E. Ash St., Globe, AZ, 85501 and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Consultant shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to Birdie DeNero, Risk Management, 1400 E. Ash St., Globe, AZ, 85501. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Consultants' certificate(s) shall include all subcontractors as additional insured's under its policies or Consultant shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE V – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Consultant hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Consultant's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Consultant shall further ensure that each subcontractor who performs any work for Consultant under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Consultant and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Consultant's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Consultant to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Consultant shall be required to take such steps as may be necessary to either self-perform the services that would have

been provided under the subcontract or retain a replacement subcontractor, (subject to Consultant approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Consultant shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract." Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Consultant. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Consultant's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Consultant shall be entitled to an extension of time, but not costs.

ARTICLE VI – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Consultant shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Consultant. The Consultant shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE VII – ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. §35-397 the Consultant certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

ARTICLE VIII – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. § 38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination. The Consultant shall be considered in default of this contract and such default will be considered as cause to terminate the contract for any of the following reasons if the Consultant:

- a. Fails to perform the work or fails to provide sufficient workers, equipment or data to assure completion of work in accordance with the terms of the contract; or
- b. Performs the work unsuitably or neglects or refuses to follow the Scope of Work; or
- c. Discontinues the prosecution of the work; or
- d. Fails to resume work which has been discontinued within a reasonable time after notice to do so; or
- e. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
- f. Makes assignment for the benefit of creditors.
- g. If it is found gratuities were offered or given by the Consultant or any agent or representative of the Consultant, to any officer or employee of the County



ARTICLE IX – TERM: Contract period shall run for the 2011 two (2) year election cycle beginning January, 2011. This period may be renewed by mutual agreement of the parties for one (1) additional two (2) year cycle.

ARTICLE X – PAYMENT: The Scope of Services as outlined above will be performed with a not-to-exceed without written authorization budget of \$ 225,000.00 . Additional work, as authorized, will be performed on a Time and Materials basis per a mutually agreed upon fee between the County and the Consultant.

Gila County employs a "Net 30" payment term meaning the payment will be issued thirty (30) days from the date the County receives the invoice from the Consultant. Purchase orders sent to the Consultant reflect these terms and conditions and they apply to all invoices received by the County.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

In return for the performance of the Contract by the Consultant, the County agrees to pay over the course of the two-year term, an amount of not more than \$ 225,000.00 including all applicable taxes through a payment schedule as described in Attachment A and as may be modified and executed by change orders.

Unofficial Copy

IN WITNESS WHEREOF, two (2) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

In return for the performance of the Contract by the Consultant, the County agrees to pay the amount of not more than \$ 225,000.00 including all applicable taxes through a payment schedule as described in the Contract documents and as may be modified and executed by change orders.

PROFESSIONAL CONSULTING SERVICES CONTRACT NO. 1005.103/1-2011

ELECTIONS OPERATIONS SERVICES

GILA COUNTY:

CONSULTANT:

GILA COUNTY BOARD OF SUPERVISORS

ELECTIONS OPERATIONS SERVICES



Michael A. Pastor, Chairman, Board of Supervisors



Consultant Signature

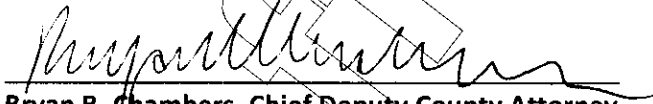
WILLIAM E. DOYLE
Print Name

ATTEST:



Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM:



Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

ATTACHMENT A
PAYMENT SCHEDULE

Presidential Election

\$250 per precinct for two party election - Democrat and Republican

\$ 25 per precinct for each additional party

Printing of Sample Ballots

Printing of Official Ballots

Mailing of Sample Ballots

Other shipping and postage costs

Direct cost from printer
Direct cost from printer
Direct cost of postage
Direct cost of shipping or postage

Primary Election

\$450 per precinct for two party election - Democrat and Republican

\$25 per precinct for each additional party

Printing of Sample Ballots

Printing of Official Ballots

Mailing of Sample Ballots

Other shipping and postage costs

Direct cost from printer
Direct cost from printer
Direct cost of postage
Direct cost of shipping or postage

General Election

\$500 per precinct

Printing of Sample Ballots

Printing of Official Ballots

Mailing of Sample Ballots

Other shipping and postage costs

Direct cost from printer
Direct cost from printer
Direct cost of postage
Direct cost of shipping or postage

Individual Jurisdiction Elections

Service fees will vary depending on: the number of elections, the type of elections, the size of the election, the number of electors, the number and type of jurisdictional subdivisions, whether pamphlets must be created and translated, the size of the pamphlets to be created, the total number of pamphlets to be produced, the total number of ballots to be produced, whether the election is an all mail election or not:

For jurisdiction elections with up to 2,500 registered voters, an 11" ballot, and 16 page 8.5 X 11 inch pamphlet, including the consulting, programming, ballot layout, pamphlet layout, conversion of VRAZ files for mailing company, translations, preliminary proofing pricing is not to exceed \$5,900.

For jurisdiction elections with between 2,500 and 7,500 registered voters, an 11" ballot, and 16 page 8.5 X 11 inch pamphlet, including the consulting, programming, ballot layout, pamphlet layout, conversion of VRAZ files for mailing company, translations, preliminary proofing pricing is not to exceed \$8,400.

For jurisdiction elections with between 7,500 and 15,000 registered voters, an 11" ballot, and 16 page 8.5 X 11 inch pamphlet, including the consulting, programming, ballot layout, pamphlet layout, conversion of VRAZ files for mailing company, translations, preliminary proofing pricing is not to exceed \$13,800.

Printing, mailing and shipping and postage costs for all jurisdiction elections will be billed as follows:

Printing of Publicity Pamphlets

Printing of Official Ballots

Mailing of Publicity Pamphlets

Other shipping and postage costs

Direct cost from printer
Direct cost from printer
Direct cost of postage
Direct cost of shipping or postage