

Contract Review Sheet

CO-4313-21 (1)

Contract for Services #: CO-4313-21 Amendment #: 1

Contact: Carrie Graham Department: Clerk's Office

Phone #: (503) 566-3964 Date Sent: Wednesday, June 7, 2023

Title: Ballot and Voter Notification Card Services

Contractor's Name: Metro Presort Inc.

Term - Date From: September 1, 2021 Expires: September 30, 2026

Original Contract Amount: \$95,000.00 Previous Amendments Amount: \$142,500.00

Current Amendment: \$0.00 New Contract Total: \$237,500.00 Amd% 150%

Incoming Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 50-0090 Election Supplies and Services

Description of Services or Grant Award

Ballot and Voter Notification Card Services. Amendment 1 extends term through 9/30/2026 and adds necessary funds for Contract duration.

Desired BOC Session Date: 6/28/2023 BOC Planning Date: 6/15/2023

Files submitted in CMS: 6/7/2023 Printed packet & copies due in Finance: 6/13/2023

BOC Session Presenter(s) Brian Van Bergen

FOR FINANCE USE

Date Finance Received: 6/7/2023 Date Legal Received: _____

Comments: Y 7

REQUIRED APPROVALS

DocuSigned by:
Camber Schlag 6/7/2023
C5B2F3DF267E444...
Finance - Contracts Date

DocuSigned by:
Carrie Graham 6/9/2023
C56F30F42D03460...
Contract Specialist Date

DocuSigned by:
Jane E Vetto 6/9/2023
D0CFEC5B04B9E483...
Legal Counsel Date

DocuSigned by:
Jan Fritz 6/9/2023
DC18354248DE45C...
Chief Administrative Officer Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: June 28, 2023

Department: Clerk Agenda Planning Date: 6/15/23 Time required: 5

Audio/Visual aids

Contact: Carrie Graham Phone: 503-566-3964

Department Head Signature: DocuSigned by: Bill Burgess 7391562EA8AF448...

TITLE: Ballot and Voter Notification Card Services

Issue, Description & Background: Ballot and Voter Notification Card Services. Amendment 1 extends term though 9/30/2026 and adds necessary funds for Contract duration.

Financial Impacts: \$142,500.00

Impacts to Department & External Agencies: None

Options for Consideration: 1) Approve Amendment 1 to CO-4313-21 2) Deny Amendment 1 to CO-4313-21

Recommendation: Approve Amendment 1 to CO-4313-21

List of attachments: Contract Review Sheet BOC Agenda Form Request for Authorization of Contract Contract for Services Amendment

Presenter: Brian Van Bergen

Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)

Copies to:

REQUEST FOR AUTHORIZATION OF CONTRACT CO-4313-21

Date: June 7, 2023
To: Chief Administrative Officer
Cc: Contract File
From: Carrie Graham

I. Subject: Amendment Exceeds 25%

DIPS CODE:

Mailing Services = 100-18-00-184-1805-525735

Postage = 100-18-00-184-1805-523050

Budget Authority: Yes No

The Marion County Clerk's Office is requesting approval to amend a contract as described in Section 20-0265, 20-0270, 30-0320, 40-0160, and 40-0910 of the Marion County Public Contracting Rules. The contract is with Metro Presort Inc. for Ballot and Voter Notification Card Services with a value of \$95,000.00 and an additional \$142,500.00 will be added to the contract for a new contract total of \$237,500.00 upon approval.

A. BACKGROUND

In October 2021, a contract was executed under 50-0090 to MetroPresort Inc for Ballot and Voter Notification Card Services for \$95,000.00 through June 2023.

B. CURRENT AMENDMENT PURPOSE

The current amendment will extend the agreement through September 30, 2026 and add all necessary funds for the duration of the agreement.

C. JUSTIFICATION

The funds being added are to pay yearly fees for all three years being added to the agreement.

D. BUDGET IMPACTS

1. Are the expected expenditures for the current fiscal year under the contract, including any additional funds being requested with this action, already included in the current year adopted budget? Yes No
2. If yes, amount \$142,500.00. Program / Account 1805 / 525735, 523050.

Submitted by:

DocuSigned by:

Carrie Graham

C56F30E42D03469...

Carrie Graham
Clerk's Office

Reviewed by:

DocuSigned by:

Camber Schlag

C5B2F3DF257E444...

Contracts & Procurement

Acknowledged by:

DocuSigned by:

Bill Burgess

7391562EA8AF448...

Department Head

Acknowledged by:

DocuSigned by:

Jan Fritz

DC16351248DE4EC...

Jan Fritz, CAO



Marion County
OREGON

AMENDMENT 1 to CO-4313-21
the CONTRACT FOR SERVICES
between
MARION COUNTY and METRO PRESORT INC.

This Amendment No. to the Contract for Services (as amended from time to time, the “Contract”), dated September 01, 2021 between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Metro Presort Inc., hereafter called Contractor.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets):

1. TERM. This Contract expires on September 30, 2026 [June 30, 2023].

2. CONSIDERATION.

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$237,500.00 [\$95,000.00].

EXHIBIT A
STATEMENT OF WORK

2. COMPENSATION. The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is \$237,500.00 [\$95,000.00].

Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair _____ Date _____

Commissioner _____ Date _____

Commissioner _____ Date _____

Authorized Signature: DocuSigned by:
Bill Burgess 6/7/2023
7391562EA8AF448...
Department Director or designee Date _____

Authorized Signature: DocuSigned by:
Jan Fritz 6/9/2023
DC16351248DE4EC...
Chief Administrative Officer Date _____

Reviewed by Signature: DocuSigned by:
Jane E Vetto 6/9/2023
D0CFC5B04B9F483...
Marion County Legal Counsel Date _____

Reviewed by Signature: DocuSigned by:
Camber Schlag 6/7/2023
C5B2E3DF257E444...
Marion County Contracts & Procurement Date _____

METRO PRESORT INC. SIGNATURE

Authorized Signature: _____ Date _____

Title: _____

**MARION COUNTY
CONTRACT FOR SERVICES #CO-4313-21**

This contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and Metro Presort, Inc., a corporation hereinafter called Contractor.

Contractor agrees to perform, and County agrees to pay for, the services and deliverables described in Exhibit A (the "Work").

1. TERM. This Contract is effective retroactively to July 1, 2021. This Contract expires on June 30, 2023. The parties may extend the term of this Contract provided that the total Contract term does not extend beyond September 30, 2026.

2. CONSIDERATION.

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is **\$95,000**. County will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work, and will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

B. Interim payments to Contractor shall be made in accordance with the payment schedule and requirements in Exhibit A.

3. COMPLIANCE WITH STATUTES AND RULES.

A. County and the Contractor agree to comply with the provisions of this contract and all applicable federal, state, and local statutes and rules.

Unless otherwise specified, responsibility for all taxes, assessment, and any other charges imposed by law upon employers shall be the sole responsibility of the Contractor. Failure of the Contractor or the County to comply with the provisions of this contract and all applicable federal, state, and local statutes and rules shall be cause for termination of this contract as specified in sections concerning recovery of funds and termination.

County's performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230 and 279B.235 (if applicable to this Contract), which are incorporated by reference herein.

B. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes all the provisions described in subsection 27. C. (i) through (iv) of this Contract.

i. Any violation of subsection B of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty, in subsection 27.3 of this Contract, that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle the County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

a. Termination of this Contract, in whole or in part;

b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and

c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. The County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services, Goods or replacement contractor.

C. These remedies are cumulative to the extent the remedies are not inconsistent, and the County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

D. Subject to the provision of Section 13 below, Contractor accepts any and all liability for any adverse effects originating from any Change in Law.

4. CIVIL RIGHTS, REHABILITATION ACT, AMERICANS WITH DISABILITIES ACT and TITLE VI OF THE CIVIL RIGHTS ACT. Contractor agrees to comply with the Civil Rights Act of 1964, and 1991, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part, No qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

5. TIME IS OF THE ESSENCE. Contractor agrees that time is of the essence in the performance of this Contract.

6. FORCE MAJEURE. Neither County nor Contractor shall be responsible for any failure to perform or for any delay in the performance of any obligation under this Contract caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond the breaching party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate the cause of Contractor's delay or breach and shall, upon the cessation of the cause, continue performing under this Contract. County may terminate this Contract upon written notice to Contractor after reasonably determining that the delay or breach will likely prevent successful performance of this Contract.

7. FUNDING MODIFICATION.

A. County may reduce or terminate this contract when state or federal funds are reduced or eliminated by providing written notice to the respective parties.

B. In the event the Board of Commissioners of the County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, the Contractor agrees to abide by any such decision including termination of service.

8. RECOVERY OF FUNDS.

Expenditures of the Contractor may be charged to this contract only if they (1) are in payment of services performed under this contract, (2) conform to applicable state and federal regulations and statutes, and (3) are in payment of an obligation incurred during the contract period.

Any County funds spent for purposes not authorized by this contract and payments by the County in excess of authorized expenditures shall be deducted from future payments or refunded to the County no later than thirty (30) days after notice of unauthorized expenditure or notice of excess payment.

Contractor shall be responsible to repay for prior contract period excess payments and un-recovered advanced payments provided by the County. Repayment of prior period obligations shall be made to the County in a manner agreed on.

9. ACCESS TO RECORDS.

A. Contractor shall permit authorized representatives of the County, State of Oregon, or the applicable audit agencies of the U.S. Government to review the records of the Contractor as they relate to the contract services in order to satisfy audit or program evaluation purposes deemed necessary by the County and permitted by law.

B. Contractor agrees to establish and maintain financial records, which indicate the number of hours of work provided, and other appropriate records pertinent to this contract shall be retained for a minimum of three (3) years after the end of the contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved.

10. REPORTING REQUIREMENTS. Contractor shall provide County with periodic reports at the frequency and with the information prescribed by County. Further, at any time, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract. Such reports provided by the Contractor shall be supported by documentation in Contractor's possession from third parties to the extent as applicable.

11. CONFIDENTIALITY OF RECORDS.

A. Contractor shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the County for any purpose not directly connected with the administration of County's or the Contractor's responsibilities under this Contract except upon written consent of the County, and if applicable, the employee, client, applicant or person.

B. Contractor shall ensure that its agents, employees, officers and subcontractors with access to County and Contractor records understand and comply with this confidential provision.

C. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which shall become part of this Contract, if attached hereto.

D. Client records shall be kept confidential in accordance with ORS 179.505, 45 CFR 205.50 and 42 CFR Part 2 as applicable.

12. INDEMNIFICATION AND INSURANCE.

A. Contractor shall defend, save, indemnify, and hold harmless the County, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. Contractor shall have control of the defense and settlement of any claim that is subject to this section. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of either County or any department of County, nor purport to act as legal representative of either County or any of its departments, without first receiving from County Legal Counsel authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of County without the approval of County Legal Counsel. County may, at its election and expense, assume its own defense and settlement.

B. Contractor shall obtain the insurance required under section 23 prior to performing under this Contract and shall maintain the required insurance throughout the duration of this Contract and all warranty periods.

C. County, pursuant to applicable provisions of ORS 30.260 to 30.300, maintains a self-insurance program that provides property damage and personal injury coverage.

13. EARLY TERMINATION. This Contract may be terminated as follows:

A. County and Contractor, by mutual written agreement, may terminate this Contract at any time.

B. County in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.

C. Either County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

D. Notwithstanding section 13C, County may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.

14. PAYMENT ON EARLY TERMINATION. Upon termination pursuant to section 13, payment shall be made as follows:

A. If terminated under 13A or 13B for the convenience of the County, the County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract. County shall not be liable for direct, indirect or consequential damages. Termination shall not result in a waiver of any other claim County may have against Contractor.

B. If terminated under 13C by the Contractor due to a breach by the County, then the County shall pay the Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.

C. If terminated under 13C or 13D by the County due to a breach by the Contractor, then the County shall pay the Contractor for Work performed prior to the termination date provided such Work was performed in accordance with the Contract less any setoff to which the County is entitled.

15. INDEPENDENT CONTRACTOR.

A. The Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out the Contractor's activities and responsibilities for the purpose of implementing the provisions of this contract, and maintains the appropriate license/certifications, if required under Oregon Law. This contract shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the parties other than that of independent parties. The Contractor is acting as an "independent contractor" and is not an employee of County, and accepts full responsibility for taxes or other obligations associated with payment for services under this contract. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties for the duration of the contract.

B. **SUBCONTRACTING/NONASSIGNMENT.** No portion of the Contract may be contracted or assigned to any other individual, firm or entity without the express and prior approval of the County.

16. GOVERNING LAW AND VENUE. This Contract shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Contract shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the County according to law.

17. OWNERSHIP AND USE OF DOCUMENTS. All documents, or other material submitted to the County by Contractor shall become the sole and exclusive property of the County. All material prepared by Contractor under this Contract may be subject to Oregon's Public Records Laws.

18. NO THIRD PARTY BENEFICIARIES.

A. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.

B. Nothing in this contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

19. SUCCESSORS IN INTEREST. The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns.

20. MERGER CLAUSE. This Contract and the attached exhibits constitute the entire agreement between the parties.

A. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.

B. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.

C. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

21. WAIVER. The failure of any Party to enforce any provision of this Contract shall not constitute a waiver by that Party or any other provision. Waiver of any default under this Contract by any Party shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.

22. REMEDIES. In the event of breach of this Contract, the Parties shall have the following remedies:

A. If terminated under 13C by County due to a breach by the Contractor, the County may complete the Work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the County the amount of the reasonable excess.

B. In addition to the remedies in sections 13 and 14 for a breach by the Contractor, County also shall be entitled to any other equitable and legal remedies that are available.

C. If County breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

23. INSURANCE.

A. **REQUIRED INSURANCE.** Contractor shall obtain at Contractor's expense the insurance specified in this section prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to County:

i. **WORKERS COMPENSATION.** All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an

exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.

ii. PROFESSIONAL LIABILITY. Covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

Required by County Not required by County.

- \$1,000,000 Per occurrence limit for any single claimant; and
- \$2,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager

iii. CYBER LIABILITY. Covering network security, breach of data, and coverage for regulatory fines and fees imposed against County due to failures in products and services provided under this Contract. Cyber Liability coverage must include errors, omissions, negligent acts, denial of service, media liability (including software copyright), dishonesty, fraudulent or criminal acts by a person or persons whether identified or not, intellectual property infringement, computer system attacks, unauthorized access and use of computer system, regulatory actions, and contractual liability.

Required by County Not required by County.

- \$2,000,000 Per occurrence limit for any single claimant; and
- \$5,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager

iv. COMMERCIAL GENERAL LIABILITY. Covering bodily injury, death and property damage in a form and with coverages that are satisfactory to the County. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

Required by County Not required by County.

Bodily Injury/Death:

- \$1,000,000 Per occurrence limit for any single claimant; and
- \$2,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager
- \$500,000 Per occurrence limit for any single claimant
- \$1,000,000 Per occurrence limit for multiple claimant

v. Automobile Liability Insurance. Covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for “Commercial General Liability” and “Automobile Liability”). Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

Required by County Not required by County.

Bodily Injury/Death:

- Oregon Financial Responsibility Law, ORS 806.060 (\$25,000 property damage/\$50,000 bodily injury \$5,000 personal injury).
- \$500,000 Per occurrence limit for any single claimant; and

- \$1,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager

B. **ADDITIONAL INSURED.** The Commercial General Liability insurance required under this Contract shall include Marion County, its officers, employees and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

C. **NOTICE OF CANCELLATION OR CHANGE.** There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days written notice from this Contractor or its insurer(s) to County. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by County.

D. **CERTIFICATE(S) OF INSURANCE.** Contractor shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

24. NOTICE. Except as otherwise expressly provided in this contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing, to Contractor or County at the address or number set forth below or to such other addresses or numbers as either party may hereafter indicate in writing. Delivery may be by personal delivery, or mailing the same, postage prepaid.

A. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.

B. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage delivered to:

To Contractor:

Metro Presort, Inc.
3605 NW 35th Ave
Portland, OR 97210

To County:

Contracts and Procurement Manager
555 Court Street NE, Suite 5232
P.O. Box 14500
Salem, Oregon 97309
Fax No. 503-588-5237

25. SURVIVAL. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in sections 2, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25 and 26.

26. SEVERABILITY. If any term or provision of this Contract is declared illegal or in conflict with any law by a court of competent jurisdiction, the validity of the remaining terms and provisions that shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

27. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to the County that:

A. Contractor has the power and authority to enter into and perform this Contract.

B. This Contract, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.


C. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the effective date of this Contract, faithfully has complied with:

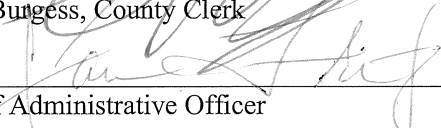
- i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- ii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
- iii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
- iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.


D. Any Items delivered to the County under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to the County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

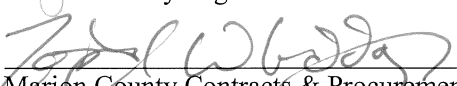
28. CERTIFICATIONS AND SIGNATURE. THIS CONTRACT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF Contractor. The undersigned certifies under penalty of perjury both individually and on behalf of Contractor is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor.

MARION COUNTY SIGNATURE

Authorized Signature:  10/14/2021
 Bill Burgess, County Clerk Date

Authorized Signature:  10/20/2021
 Chief Administrative Officer Date

Reviewed by Signature:  10/20/21
 Marion County Legal Counsel Date

Reviewed by Signature:  10-19-21
 Marion County Contracts & Procurement Date

METRO PRESORT, INC. SIGNATURE

Authorized Signature:  10/25/2021
DocuSigned by:
0D029987285A4E2... Date

Title: President

EXHIBIT A STATEMENT OF WORK

1. STATEMENT OF SERVICES. Contractor shall perform Services as described below.

A. **GENERAL INFORMATION.** At the direction of the County, Contractor shall provide all equipment and personnel for ballot processing, voter notification card and voter confirmation card printing, storage, security and transportation as outlined herein and in Exhibit B Security Agreement, hereby attached and incorporated. The Marion County Clerk's Office serves approximately 220,000 registered voters. Contractor will also print voter notification cards and voter confirmation cards as described herein.

Elections in Oregon are conducted by mail. All regular elections are held on one of four days each year, except in cases of emergency. The regular election days are:

- The second Tuesday in March;
- The third Tuesday in May;
- The fourth Tuesday in August;
- The first Tuesday after the first Monday in November.

The Marion County Clerk's Office is responsible for all elections in Marion County. Prior to an election, Marion County Clerk - Elections will create a list of electors eligible to vote in the upcoming election (voters) that is sorted by precinct according to residential address. This address is not necessarily the same as the mailing address for the voter. In addition to local voters, ballots are mailed to 1) overseas and military voters, 2) out-of-state electors, and 3) voters other than overseas, military or out-of-state voters. Marion County Clerk - Elections will mail ballots to military and overseas voters as well as most out-of-state voters. Contractor will be responsible for mailing ballots to the third category and some of the out-of-state voters.

The Marion County Clerk will provide mailing envelopes containing inserted ballot material. The ballot material includes: ballot, privacy sleeve, return envelope and insert materials.

B. **REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.**

Ballot Pick-Up

Contractor must pick-up ballots from Marion County Elections Offices in a secure vehicle on a daily basis over approximately six working days (beginning about 28 days before an election and ending about 20 days before an election). Contractor shall pick-up ballots by the date and time listed on County's request(s) for pick-up. The total election mailing could include up to 220,000 unsealed (or possibly sealed) ballot packets filling about 540 to 640 mail trays. Any single day's pick-up could involve up to 160 trays. However, after the six working days, single-day pick-up could involve one to five trays.

Contractor must use its own equipment and personnel to pick up ballots in the election office and transfer the ballots to a secure vehicle so they can be transported to the processing location. Contractor will securely transport ballots to post office after processing.

Prior to each election (and before ballots are picked up for deliver), contractor must participate with Marion County Elections in the planning and coordination of ballot mailing.

Ballot Processing

Contractor must process ballot packets by sealing outer mailing envelopes, applying the intelligent mail barcode (IMB), presorting ballots and organizing in trays by zip code. All processing must meet the United States Postal Services (USPS) standards for IMB and non-profit standard mail. If these standards allow for

different levels of service, the County may direct the service level that contractor must meet (for example, “full service IMB” vs. “basic IMB”). Contractor must meet IMB standards to ensure the accurate and expedited delivery, and to allow the election office to track and trace each individual ballot packet by addressee so that packet’s location in the USPS delivery stream can be identified. Mailings must be grouped according to current USPS regulations in order to maximize postage discounts.

Contractor must process and hold the main-run ballots securely until delivery to the designated U.S. Post Office processing facility drop location to ensure postal delivery on the first day that ballots may be mailed as identified by the Marion County Clerk - Elections. Contractor must provide any forms required by USPS when delivering ballots. Currently, form 3602N is required.

Intelligent Mail Barcode (IMB) Generation

IMBs are to be generated and returned to the Marion County Clerk’s Office within 24 hours of electronic text mailing list submission by County to Contractor.

Voter Notification Cards and Voter Confirmation Cards

Contractor shall provide labor and materials to print voter notification cards and voter confirmation cards on templates provided and approved by the County. Size of print jobs varies based voter outcomes such as number of new registrants, address updates or failure to vote. Printing shall be completed within 7 days of receipt of order through email notification by the County.

Contractor shall print, fold and tab voter confirmation cards on 8 ½” x 6” cardstock specified by the County that is perforated. Contractor shall print address on one side and print voter information on the other side.

Contractor shall address voter notification cards and voter confirmation cards using data tables containing names, mailing and residential addresses. County shall export data tables from the Oregon Centralized Voter Registration and Election Management System (OCVR) and upload to Contractor’s ftp site.

Contractor shall prepare for mailing and deliver to post office for mailing. Contractor shall use Contractor’s permit for mailing voter notification cards and voter confirmation cards. Permit charges are reimbursable by County.

Security

Contractor must securely maintain its chain of custody of ballots and materials. This includes having security personnel on site when ballots are picked up from Marion County Elections and delivered to USPS.

Contractor must also limit access to secure storage areas for ballot and election materials to only those individuals with ballot processing, transportation and security responsibilities at that location. Any breach must be reported to the Clerk’s Election Office immediately and documented by coordinator. Observers may only be allowed access to secure areas if accompanied by Marion County Clerk - Elections staff.

Contractor must document and account for each ballot pickup up at elections, processed and delivered to USPS. Contractor must document any incident when a ballot is damaged and must immediately notify Marion County Clerk if any ballot is damaged so that an appropriate replacement ballot can be mailed to the voter. Contractor must return damaged ballot materials to Marion County Clerk – Elections office.

Contractor must comply with American Institute of Certified Public Accountants Statement on Standards for Attestation Engagements (SSAE) No. 16, Type 2 – Reporting on Controls at a Service Organization (Certified SSAE 16 Type 2). This provides independent assurance of the operating effectiveness of overall physical and personnel security control, work product quality control and data security.

Contractor must adhere to security agreement, signed and acceptable to the Marion County Clerk. See attached sample security agreement. Contractor must grant access to Marion County Clerk - Elections personnel to ensure compliance with security requirements at any time ballots are in contractor's possession.

Contractor understands that maintaining ballot fidelity is essential during processing, transportation, and delivery. Contractor must ensure that ballot processing accuracy is achieved, ballot security is maintained and that all deadlines are met during ballot processing and transportation.

Contractor must have a reliable plan in place to promptly address equipment malfunctions and supply shortages in order to ensure compliance with all performance standards and deadlines. This plan must be shared with the Marion County Clerk.

2. COMPENSATION. The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is **\$95,000.**

A. **METHOD OF PAYMENT FOR SERVICES.** County shall pay Contractor the amounts specified for each of the deliverables and Goods detailed in EXHIBIT C, attached and incorporated herein, that County has accepted.

B. **BASIS OF PAYMENT FOR SERVICES.** Monthly progress payments for completed Services. County shall pay Contractor monthly progress payments upon County's approval of Contractor's invoice submitted to County for completed Services and delivered Goods, but only after County has determined that Contractor has completed, and County has accepted the completed Services and County has accepted the delivered goods

C. **EXPENSE REIMBURSEMENT.** County will not reimburse Contractor for any expenses under this Contract.

D. **GENERAL PAYMENT PROVISIONS.** Notwithstanding any other payment provision of this contract, failure of the Contractor to submit required reports when due, or failure to perform or document the performance of contracted services, may result in withholding of payments under this contract. Such withholding of payment for cause shall begin thirty (30) days after written notice is given by the County to the Contractor, and shall continue until the Contractor submits required reports, performs required services or establishes, to the County's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of the Contractor.

E. **INVOICES.** Contractor shall send all invoices to County's Contract Administrator at the address specified below or to any other address as County may indicate in writing to Contractor.

**Marion County
Attn: Clerk's Office
PO Box 14500
Salem, OR 97309**

EXHIBIT B
Security Agreement
Between Marion County Clerk's Office and Metro Presort

PHYSICAL SECURITY

Election ballots and materials ("ballots") are to be kept secure at all times.

Entrances into the facility where ballots stored or processed must be either locked or directly supervised by authorized personnel. External doors leading into the area where ballots are held with the facility must be locked and access to the area must be restricted to authorized personnel except as provided below. Areas where ballots are stored or processed must be clearly marked as subject to restricted access for authorized personnel only. Ballots must be stored in a locked area.

All physical security systems must comply with applicable regulations including, but not limited to, building codes and fire prevention codes. The facility must be monitored for fire and burglary 24 hours, seven days a week (24/7).

Contractor shall have ballot packets under camera surveillance 24/7. Information on Contractor's surveillance system shall be provided to County Clerk and is subject to the Clerk's review. Surveillance recordings must be maintained and made available for review for 90 days. Recordings must be in readable format that is appropriate for copying and retention by the Marion County Clerk in compliance with the Clerk's two-year retention policy.

Visitors and observers of the ballot storage, preparation and mailing process will not be allowed unless authorized by the Marion County Clerk and accompanied by Marion County Elections staff. Questions from visitors and observers will be referred to the Marion County Clerk. Contractor must require that visitors identify themselves, sign a register (sign in/out log) and wear a security identifier. Contractor must escort visitors to their destination and remain with visitors. Visitors must remain in designated area until escorted from the facility. When visitors exit the facility, security identifier must be returned to Contractor.

Contractor shall provide a copy of the visitor register to Marion County Clerk upon request. Visitor register shall be maintained and archived as required by statute.

Ballot Pick-Up, Transport and Delivery

All ballot packets are to be picked up from Marion County Clerk – Elections' office at the appointed days and time and delivered to the USPS at the appointed day and hour.

Vehicle for daily ballot pick-up and transport must meet the load capacity required to transport up to 160 USPS designated tray sizes (these approximate measurements define the letter tray sizes that apply to all Standard Mail preparation standards).

- a. Two-foot managed mail (MM) trays: 21" long by 10" wide (inside bottom dimensions) by 4 5/8" high.
- b. One-Foot MM trays: 10 1/4" long by 10" wide (inside bottom dimensions) by 4 5/8" high.
- c. Two-Foot extended MM (EMM) trays: 21 3/4" long by 11 1/2" wide (inside bottom dimensions) by 6 1/8" high.

Contractor must have personnel available to oversee ballots during loading and unloading in vehicle. Ballots are not to be left unattended at any time.

Contractor must transport ballots from the Contractor's site to the designated Post Office in a secure vehicle. The driver will drive the ballot material directly from Contractor's site to the dock at the designated Post Office. Additional stops while transporting ballots are not permitted. The driver will stay with the vehicle at all times until ballots are unloaded and in the physical custody of the United States Postal Service (USPS). USPS personnel must sign and accept physical custody of ballots.

If the driver must leave the vehicle for some unforeseen reason such as a vehicle crash, or other emergency, the driver will lock the cab doors and lift gate of the vehicle and contact the Marion County Clerk immediately.

Contractor is responsible for ordering and using Tag 191 as directed by the United States Postal Service:

Affix Tag 191 to Mail Container as follows:

- a. Strapped Letter Trays. Using a wire twist tie, attach Tag 191 to the strap at the end of the tray that bears the tray label.
- b. Non-Strapped Letter Trays. For trays permitted to be tendered without strapping, attach Tag 191 to the tray with a rubber band that is double-looped through the tray handhold at the end that bears the tray label.

Documentation

Contractor must provide documentation identifying and accounting for all ballots and trays:

- a. Picked Up from Marion County Elections and transported to the Contractor site;
- b. Processed by Contractor; and,
- c. Delivered to the Post Office for mailing.

Contractor shall provide the Marion County Clerk with a copy of the required Postage Statement delivered to the United States Postal Service (USPS) with each mailing (3602-N).

Contractor shall provide Marion County Clerk with a copy of the insurance policy under which bonding occurs.

Contractor shall provide Marion County Clerk with a copy of the Statement of Standards for Attestation Engagements No. 16 (SAE-16) certification.

A written report shall be produced and signed by Contractor validating the total number of ballots processed and mailed.

Miscellaneous

Contractor is required to comply with all applicable law while providing services to Marion County Clerk - Elections.

Duplication of any election material is prohibited.

All damaged ballot packet material will be immediately reported and returned to Marion County Clerk - Elections to allow for preparation of a replacement ballot package.

The security agreement alone does not constitute a request for services or obligate Marion County or the Marion County Clerk to make payment for services.

EXHIBIT C
METRO PRESORT PRICING

	Description	Unit Rate per Each
Ballots	Sealing Envelopes	\$0.04
	Bar Code and Sort	\$0.058
	Courier Charges	Actual Cost not to exceed \$100.00 per day
	Data Processing	\$0.04
	Tracking	\$0.04
VNC & VCC	Paper	\$0.025
	Data Processing	\$0.04
	Addressing	\$0.04
	Printing	\$0.09
	Tabbing	\$0.04
	Folding	\$0.02
	Sorting Inline	\$0.023

Certificate Of Completion

Envelope Id: 95C00756DFE1459FAE601460BC7A111B	Status: Completed
Subject: Please DocuSign: HE-4313-21 Metro Presort County signed.pdf	
Source Envelope:	
Document Pages: 14	Signatures: 1
Certificate Pages: 1	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Brad Barton
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	3506 NW 35th Ave
	Portland, OR 97210
	bbarton@metropresort.com
	IP Address: 65.113.135.122

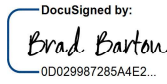
Record Tracking

Status: Original	Holder: Brad Barton	Location: DocuSign
10/25/2021 12:19:03 PM	bbarton@metropresort.com	

Signer Events

Brad Barton
bbarton@metropresort.com
President
Metro Presort
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

0D029987285A4E2...
Signature Adoption: Pre-selected Style
Using IP Address: 65.113.135.122

Timestamp

Sent: 10/25/2021 12:20:36 PM
Viewed: 10/25/2021 12:21:02 PM
Signed: 10/25/2021 12:21:08 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

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Certified Delivered	Security Checked	10/25/2021 12:21:02 PM
Signing Complete	Security Checked	10/25/2021 12:21:08 PM
Completed	Security Checked	10/25/2021 12:21:08 PM

Payment Events**Status****Timestamps**