



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: June 5, 2019

Department: Clerk Agenda Planning Date: May 30, 2019 Time required: 5

Audio/Visual aids

Contact: Bill Burgess Phone: (503) 588-5225

Department Head Signature:

TITLE Consider approval of an amendment to a contract for services with Lynx Group, Inc. for ballot printing services through December 31, 2020.

Issue, Description & Background The Marion County Clerk's Office has a need multiple times per year for printing ballots for regular and special elections in Marion County. This contract for services engages Lynx Group, Inc. to provide ballot printing services at the direction of the Marion County Clerk's Office. Amendment 1 makes administrative changes, extends the term of the contract through December 31, 2020 and adds \$120,000 in funding.

Financial Impacts: This contract will have a revised value of \$480,000.

Impacts to Department & External Agencies No impact to other departments or outside agencies.

Options for Consideration: 1) Approve the contract for services with Lynx Group, Inc. 2) Withold approval of the contract for services with Lynx Group, Inc.

Recommendation: Clerk's staff recommends approval of the contract for services with Lynx Group, Inc.

List of attachments: Amendment 1 to the Contract for Services with Lynx Group, Inc.

Presenter: Bill Burgess, Marion County Clerk

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

Copies to: Jacob Clotfelter jclotfelter@co.marion.or.us



AMENDMENT 1 to the
CONTRACT FOR SERVICES CO-1590-17
between
MARION COUNTY and LYNX GROUP, INC.

This Amendment No. 1 to the Contract for Services (as amended from time to time, the “Contract”), dated August 16, 2017 between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Lynx Group, 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 is effective [on the date it has been signed by all parties and all required County approvals have been obtained] August 16, 2017. This Contract expires on [June 30, 2020] December 31, 2020. [The parties may extend the term of this Contract provided that the total Contract term does not extend beyond December 31, 2020.]

2. CONSIDERATION.

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is [\$360,000.00] \$480,000.00.

[Exhibit B] Exhibit B Rev1 Price List attached and incorporated.

[Exhibit C] Exhibit C Rev1 Ballot Custodial Agreement attached and incorporated.

EXHIBIT A
STATEMENT OF WORK

1. STATEMENT OF SERVICES

B. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE

Printing Specifications for Ballot Printing

Official Ballots

E. Ballots will be printed in one of four (4) sizes depending on the types of election on #2 grade bond, laser guaranteed. 28# basis weight [of 60#] or 70# offset weight meeting the following specifications:

1. 8.5” x 11”
2. 8.5” x 14”
3. 8.5” x 17”
4. 11” x 17”

Each ballot within an election must have the same weight.

Special Printing Requirements

C. The printed bars must be printed in one of the following Pantone Matching System (PMS) colors:

- 1. Green352
- 2. Brown 464
- 3. Tan 468
- 4. Blue 297
- 5. Gray Cool #3
- 6. Peach 163
- 7. Cherry 183
- 8. Purple 251
- 9. Yellow 3945
- 10. Green 7479
- 11. Blue 2915

Packaging, Transport and Delivery Specifications

F. Contractor is responsible for the secure transportation and delivery of official ballots to the Marion County Elections Office at 555 Court St. NE, 2nd Floor, Salem, OR 97301 for M-L-O ballots. For main run ballots and inserts Contractor shall provide secure transportation and delivery to Sendit Direct at 12715 NE Whitaker Way, Portland, OR 97230.

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 [~~\$360,000.00~~] \$480,000.00.

A. FIXED PRICE FOR DELIVERABLE AND GOODS: County shall pay Contractor the amounts specified for each of the deliverables and Goods that County has accepted as described in [Exhibit B] Exhibit B Rev1, attached and incorporated herein.

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 SIGNATURE

BOARD OF COMMISSIONERS:

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: _____
Department Director or designee Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature: _____
Marion County Contracts & Procurement Date

LYNX GROUP, INC.

Authorized Signature: _____ Date: _____

Title: _____

Exhibit B Rev1



Exhibit B Rev1
Price List

LYNX GROUP INC.
QUALITY PRINTING

Marion County Clerk's Office

Connie Higgins / Bill Burgess
555 Court St NE
Salem, OR 97301
Ph: 503-588-5041
chiggins@co.marion.or.us

AGREEMENT/CONFIRMATION #: 80549_7

EFFECTIVE: May 8, 2019
Lynx Group Sales Rep: **Jennifer Overholser**
2746 Front Street NE Salem, OR 97301
503-588-9339
jennifer.o@lynxgroup.com

2019 BALLOT ESTIMATES

Description: 8.5 x 11 Ballots - Black Ink Both Sides
Size: 8.5 x 11"
Stock: 70# Accent opaque book
Ink: black over black
Coverage: medium, no bleeds
Proof: digital color
Finishing: trim, fold, poly strap to keep ballot styles separate, MM trays



<u>Quantity</u>	<u>Price</u>	<u>Ea.</u>
2,500	\$474	\$0.1896
5,000	\$888	\$0.1776
15,000	\$2,456	\$0.1637
25,000	\$3,912	\$0.1564
50,000	\$7,559	\$0.1511
100,000	\$14,850	\$0.1485
150,000	\$22,137	\$0.1475
175,000	\$25,784	\$0.1473
200,000	\$29,429	\$0.1471
225,000	\$32,891	\$0.1462
250,000	\$36,544	\$0.1462
275,000	\$40,144	\$0.1460
300,000	\$43,764	\$0.1459

Description: 8.5 x 14, 8.5 X 17 & 11 x 17 Ballots - Black Ink Both Sides
Size: 8.5 x 14", 8.5 X 17" & 11 x 17"
Stock: 70# Accent opaque book
Ink: black over black
Coverage: medium, no bleeds
Proof: digital color
Finishing: trim, fold, poly strap to keep ballot styles separate, perf. 11 x 17 if required, MM trays

<u>Quantity</u>	<u>Price</u>	<u>Ea.</u>
2,500	\$729	\$0.2916
5,000	\$1,427	\$0.2854
15,000	\$4,116	\$0.2744
25,000	\$6,686	\$0.2674
50,000	\$13,109	\$0.2621
100,000	\$25,958	\$0.2595

Accepting for the Client _____ Date _____

Press Check: I will be present at the press check *Initial*____I authorize Lynx Group approve production on my behalf *Initial*_____



LYNX GROUP INC.
QUALITY PRINTING

150,000	\$38,798	\$0.2586
175,000	\$45,220	\$0.2584
200,000	\$51,648	\$0.2582
225,000	\$57,910	\$0.2574
250,000	\$64,316	\$0.2573
275,000	\$70,722	\$0.2572
300,000	\$77,126	\$0.2571

Description: 8.5 x 11 Ballots - Black Ink + Color Bars: 7479 Green (Dem), 3945 Yellow (Rep), 2915 Blue (Ind)
Size: 8.5 x 11"
Stock: 70# Accent opaque book
Ink: black + pms color over same
Coverage: medium, top bleed
Proof: digital color
Finishing: trim, fold, poly strap to keep ballot styles separate, MM trays

<u>Quantity</u>	<u>Price</u>	<u>Ea.</u>
2,500	\$851	\$0.3404
5,000	\$1,644	\$0.3288
15,000	\$4,254	\$0.2836
25,000	\$6,574	\$0.2629
50,000	\$12,398	\$0.2479
100,000	\$24,158	\$0.2415
150,000	\$35,868	\$0.2391
175,000	\$41,724	\$0.2384
200,000	\$47,580	\$0.2379
225,000	\$53,420	\$0.2374
250,000	\$59,272	\$0.2371
275,000	\$65,122	\$0.2368
300,000	\$70,962	\$0.2365

Description: 8.5 x 14, 8.5 X 17 & 11 x 17 Ballots - Black Ink + Color Bars
Size: 8.5 x 14", 8.5 X 17" & 11 x 17"
Stock: 70# Accent opaque book
Ink: black + pms color over same
Coverage: medium, top bleed
Proof: digital color
Finishing: trim, fold, poly strap to keep ballot styles separate, perf 11 x 17 if required, MM trays

<u>Quantity</u>	<u>Price</u>	<u>Ea.</u>
2,500	\$935	\$0.3740
5,000	\$1,695	\$0.3390
15,000	\$4,926	\$0.3284
25,000	\$7,871	\$0.3148

Accepting for the Client _____ Date _____

Press Check: I will be present at the press check *Initial*____I authorize Lynx Group approve production on my behalf *Initial*_____



LYNX GROUP INC.
QUALITY PRINTING

50,000	\$15,310	\$0.3062
100,000	\$30,129	\$0.3012
150,000	\$44,931	\$0.2995
175,000	\$52,330	\$0.2990
200,000	\$59,725	\$0.2986
225,000	\$67,105	\$0.2982
250,000	\$74,490	\$0.2980
275,000	\$81,871	\$0.2977
300,000	\$89,244	\$0.2975

Note: The "Ea." price is rounded to the nearest 10,000th decimal and is meant for comparison reference only. Unit price decreases as quantity increases.

2019 INSERT ESTIMATES

Description: 8.5 x 3.67 Inserts - Black Ink Both Sides
Size: 8.5 x 3.67"
Stock: see below
Ink: black over black
Coverage: medium, no bleeds
Proof: digital color
Finishing: trim, carton pack

<u>Quantity</u>	<u>50# Pastel Book or 60# White Book</u>	<u>60# Pastel Book</u>
2,500	\$292	\$296
5,000	\$319	\$325
15,000	\$442	\$455
25,000	\$565	\$585
50,000	\$870	\$908
100,000	\$1,484	\$1,557
150,000	\$2,098	\$2,207
175,000	\$2,407	\$2,534
200,000	\$2,712	\$2,857
225,000	\$3,024	\$3,182
250,000	\$3,360	\$3,525
275,000	\$3,689	\$3,887
300,000	\$4,001	\$4,218

Description: 8.5 x 11 Inserts - Black Ink Both Sides
Size: 8.5 x 11"
Stock: see below
Ink: black over black
Coverage: medium, no bleeds
Proof: digital color
Finishing: trim, fold, carton pack

Accepting for the Client _____ Date _____

Press Check: I will be present at the press check *Initial*____I authorize Lynx Group approve production on my behalf *Initial*_____



LYNX GROUP INC.
QUALITY PRINTING

<u>Quantity</u>	<u>50# Pastel Book or 60# White Book</u>	<u>60# Pastel Book</u>
2,500	\$351	\$359
5,000	\$417	\$430
15,000	\$695	\$729
25,000	\$973	\$1,029
50,000	\$1,665	\$1,775
100,000	\$3,110	\$3,332
150,000	\$4,533	\$4,866
175,000	\$5,246	\$5,634
200,000	\$5,954	\$6,398
225,000	\$6,638	\$7,155
250,000	\$7,344	\$7,917
275,000	\$8,052	\$8,682
300,000	\$8,756	\$9,443

Description: 8.5 x 14 Inserts - Black Ink Both Sides
Size: 8.5 x 14"
Stock: see below
Ink: black over black
Coverage: medium, no bleeds
Proof: digital color
Finishing: trim, fold, carton pack

PRINTING:

<u>Quantity</u>	<u>50# Pastel Book or 60# White Book</u>	<u>60# Pastel Book</u>
2,500	\$368	\$377
5,000	\$451	\$468
15,000	\$798	\$843
25,000	\$1,144	\$1,218
50,000	\$2,009	\$2,154
100,000	\$3,817	\$4,113
150,000	\$5,591	\$6,035
175,000	\$6,479	\$6,996
200,000	\$7,362	\$7,952
225,000	\$8,236	\$8,726
250,000	\$9,116	\$9,875
275,000	\$9,998	\$10,834
300,000	\$10,879	\$11,787

Accepting for the Client _____ Date _____

Press Check: I will be present at the press check *Initial*____I authorize Lynx Group approve production on my behalf *Initial*_____



LYNX GROUP INC.
QUALITY PRINTING

Description: 11 x 17 Inserts - Black Ink Both Sides
Size: 11 x 17"
Stock: see below
Ink: black over black
Coverage: medium, no bleeds
Proof: digital color
Finishing: trim, fold, carton pack

<u>Quantity</u>	<u>50# Pastel Book or 60# White Book</u>	<u>60# Pastel Book</u>
2,500	\$395	\$408
5,000	\$506	\$530
15,000	\$962	\$1,029
25,000	\$1,418	\$1,527
50,000	\$2,610	\$2,832
100,000	\$4,954	\$5,398
150,000	\$7,289	\$7,953
175,000	\$8,456	\$9,229
200,000	\$9,616	\$10,499
225,000	\$10,767	\$11,775
250,000	\$11,922	\$13,041
275,000	\$13,079	\$14,309
300,000	\$14,230	\$15,569

Delivery: Marion County Clerk's Office, Salem, OR (M-L-O ballots) or Sendit Direct, 12715 NE Whitaker Way, Portland, OR (main run ballots).

Terms: Net thirty (30) days from date of shipment on all production services, ink, paper, and freight *with approved credit*. A service charge of 1-1/2 percent per month will incur on any past due balance.

Quoted prices valid for 30 days and reflect a cash discount. All prices subject to review upon receipt of files.
 - Industry standard terms and conditions apply.

Accepting for the Client _____ Date _____

Press Check: I will be present at the press check *Initial*____I authorize Lynx Group approve production on my behalf *Initial*_____



LYNX GROUP INC.
QUALITY PRINTING

2746 Front Street NE
Salem, OR 97301
phone 503.588.9339
fax 503.588.8376

Marion County Elections

Bill Burgess, County Clerk
Connie Higgins, Elections & Recording Manager
555 Court St NE, Ste 2130
Salem, OR 97301
Ph: 503.588.5041
bburgess@co.marion.or.us
chiggins@co.marion.or.us

BALLOT CUSTODIAL AGREEMENT – ‘A’

Lynx Group, Inc. shall assure that access to Marion County ballots and election related material, while in our custody, should be limited to those with a need for such access.

Further, that security precautions shall be taken to prevent access to Marion County ballots and election related material by unauthorized personnel while such ballots and election related material are in our custody.

Upon signing this agreement, I understand that the above named company may be held liable for damages should unauthorized person(s) gain access to Marion County ballots.

SECURITY AGREEMENT WITH LYNX GROUP, INC.

Salem, Oregon ~ May 2019

Security System

- The security system is provided by F&S Security, with motion sensors throughout our buildings. If the alarm goes off a phone call is made to the plant manager/president of the company to determine if the alarm was set off in error. In addition to motion sensors, smoke and carbon monoxide sensors are also installed. In the event of a fire, an audible alarm is activated and magnetic doors released to seal off sections of the building(s).
- Fewer than seven (7) mid-level management and lead employees have access to the security system allowing off-hours access.
- The security system has the capability to print a log of all entries and exits.

Building Access – Physical

- Business hours are from 8:00 a.m. to 5:00 p.m.
- Building access by the public will be through the front doors only.
- No vendor or customer will be allowed in the production area during production of your work except under the following conditions: if access is required in the production area for a vendor or customer a sign-in sheet will be completed, a “Guest” badge will be worn, and the guest will be accompanied by a Lynx Group, Inc. employee at all times.
- All vendors delivering to Lynx Group, Inc. must ring a delivery bell to gain access. They will not be permitted to go beyond the receiving area without following the above sign-in procedures.



LYNX GROUP INC.
QUALITY PRINTING

Protection of Files

- All source and prepress working files will be kept on an encrypted volume. The password will be revealed only to those with a need to process the jobs.
- Files on the press will be limited to those needed for one (1) shift. After ballots have been produced from a given file the file will be deleted from the press.
- The encrypted volume will not be included in our backup script.

Bindery Area

- Printed ballots in production will be stored in carts, which are wrapped until finishing (trimming, folding and bundling) is complete.
- Finished ballots will be packed into United States Postal Service trays, which are inserted into cardboard sleeves. Each tray is clearly marked with the ballot style number (including party affiliation and precinct/split designation). Trays will be numbered for identification as follows: 1 of XX, 2 of XX, 3 of XX.

Delivery of Ballots

- Lynx Group, Inc. will deliver Military/Long-term/Overseas ballots to the Marion County Clerk’s Office in one trip in our own truck. Main run ballots will be delivered to Sendit Direct according to dates provided by Marion County. The doors to the truck will be padlocked shut. Marion County will be notified in advance of when Lynx Group, Inc. will be delivering the ballots so that Marion County staff can be made available to log the ballots out from the Lynx Group, Inc. facility to the Marion County Clerk’s Office facility. Marion County personnel reserve the right to escort the ballots from the Lynx Group, Inc. facility to the Marion County facility using their own vehicles.

Observers (non-Lynx employees)

- If there are to be observers (non-Lynx employees viewing any part of production), Marion County will be notified in advance and arrangements made that they are accompanied by Marion County Clerk’s Office personnel or other arrangements made by Marion County.
- No information about schedule, printing, transport, etc. of any ballot project will be given to any person not directly associated with Lynx Group, Inc. or Marion County.

I, the undersigned, do hereby agree to the terms of this Security Agreement until otherwise updated:

Signature

Date

Printed Name

Title