



AGENDA REPORT

Meeting Date: October 21, 2014
Item Number: D-10
To: Honorable Mayor & City Council
From: Byron Pope, City Clerk
Subject: APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND MARTIN & CHAPMAN CO. FOR ELECTION SERVICES AND SUPPLIES FOR THE MARCH 3, 2015 GENERAL ELECTION; AND,

APPROVE A PURCHASE ORDER IN THE AMOUNT OF \$90,000 TO MARTIN & CHAPMAN CO. FOR ELECTION SERVICES AND SUPPLIES

Attachments: 1. Agreement

RECOMMENDATION

It is recommended that the City Council approve the agreement between the City of Beverly Hills and Martin & Chapman Co. for election services and supplies for the March 3, 2015 General Election in the amount of \$90,000.

INTRODUCTION

Election supplies, services and printing are required for each election held in the City. Martin & Chapman Co. has assisted the City Clerk's Office in all elections held by the City since 1971. The company is the sole vendor of election services and supplies in California.

DISCUSSION

The City Clerk's Office desires to continue a working relationship with Martin & Chapman Co. to assist during the election process and on election night. These services include printing the sample ballots and Election Day ballots, providing precinct supplies, providing software for tracking vote-by-mail applications and ballots, consultation on election matters, and assisting with counting the ballots on election night.

FISCAL IMPACT

Funds were budgeted in the 2014-2015 budget and are available in the General Fund for this service.

Byron Pope
Approved By



Council will be advised if agreement is
not signed by Tuesday.

Attachment 1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND MARTIN & CHAPMAN CO. FOR ELECTION SERVICES
AND SUPPLIES FOR THE MARCH 3, 2015 GENERAL
ELECTION

NAME OF CONSULTANT: Martin & Chapman Co., a California corporation

RESPONSIBLE PRINCIPAL OF CONSULTANT: Scott D. Martin

CONSULTANT'S ADDRESS: 1951 Wright Circle
Anaheim, California 92806-6028
(714) 939-9866 (Telephone)
(714) 939-9870 (Facsimile)

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Byron Pope, City Clerk

COMMENCEMENT DATE: November 1, 2014

TERMINATION DATE: Upon completion of the official canvass of the Election

CONSIDERATION: Not to exceed \$90,000, based on the rates set forth in Exhibit B-1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND MARTIN & CHAPMAN CO. FOR ELECTION SERVICES
AND SUPPLIES FOR THE MARCH 3, 2015 GENERAL
ELECTION

THIS AGREEMENT is made as by and between the City of Beverly Hills (hereinafter called "CITY"), and Martin & Chapman Co., a California corporation (hereinafter called "CONSULTANT").

RECITALS

A. CITY desires to have certain services provided (the "services") as set forth in Exhibit A, attached hereto and incorporated herein.

B. CONSULTANT represents that it is qualified and able to perform the services.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONSULTANT's Services. CONSULTANT shall perform the services as described in Exhibit A, attached hereto and incorporated herein, to the full satisfaction of CITY.

Section 2. Time of Performance. CONSULTANT shall perform the services on or by the Termination Date set forth above.

Section 3. Compensation. CITY agrees to compensate CONSULTANT, and CONSULTANT agrees to accept in full satisfaction for the services required by this Agreement an amount not to exceed the Consideration set forth above and based on the rates set forth in Exhibit B-1, attached hereto and incorporated herein. Said Consideration shall constitute reimbursement of CONSULTANT's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). CITY shall pay CONSULTANT said Consideration in accordance with the schedule of payment set forth in Exhibit B-2, attached hereto and incorporated herein.

Section 4. Independent Contractor. CONSULTANT is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees, except as herein set forth. CONSULTANT shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 5. Responsible Principal(s).

(a) CONSULTANT's Responsible Principal set forth above shall be principally responsible for CONSULTANT's obligations under this Agreement and shall serve as principal liaison between CITY and CONSULTANT. Designation of another Responsible Principal by CONSULTANT shall not be made without the prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 6. Personnel. CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT's services under this Agreement. CONSULTANT may associate with or employ associates or subconsultants in the performance of its services under this Agreement upon prior written approval of CITY, but at all times shall be responsible for their services.

Section 7. Interests of CONSULTANT. CONSULTANT affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONSULTANT.

Section 8. Insurance.

(a) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONSULTANT.

(b) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by Contractor in performing the services required by this Agreement.

(c) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Professional Liability Insurance, with minimum limits of One Million Dollars (\$1,000,000).

(d) CONSULTANT agrees to maintain in force at all times during the performance of work under this Agreement workers' compensation insurance as required by law.

(e) CONSULTANT shall require each of its sub-consultants or sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(f) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(g) CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONSULTANT's expense, the premium thereon.

(h) At all times during the term of this Agreement, CONSULTANT shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONSULTANT shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The policies of insurance required by this Agreement shall contain an endorsement naming the CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(i) The insurance provided by CONSULTANT shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(j) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

Section 9. Indemnification. CONSULTANT agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT or any person employed by CONSULTANT in the performance of this Agreement. This provision shall survive the termination of this Agreement.

Section 10. Termination.

(a) CITY may cancel this Agreement at any time upon five (5) days written notice to CONSULTANT. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONSULTANT, CONSULTANT shall be paid full compensation for all services performed by CONSULTANT, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, CONSULTANT shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation based on the rates set forth in Exhibit B-1; provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid CONSULTANT for the full performance of the services required by this Agreement.

Section 11. Notice. Any notice required to be given to CONSULTANT shall be deemed duly and properly given upon delivery, if sent to CONSULTANT postage prepaid to the CONSULTANT's address set forth above or personally delivered to CONSULTANT at such address or other address specified to CITY in writing by CONSULTANT.

Any notice required to be given to CITY shall be deemed duly and properly given upon delivery, if sent to CITY postage prepaid to CITY's address set forth above or personally delivered to CITY at such address or other address specified to CONSULTANT in writing by CITY.

Section 12. Successors and Assigns. CONSULTANT shall not assign or attempt to assign any portion of this Agreement without the written approval of CITY.

Section 13. Attorney's Fees. In the event of litigation between the parties arising out of or connected with this Agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.

Section 14. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONSULTANT, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONSULTANT.

Section 15. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 16. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the _____ day of _____, 20__, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

LILI BOSSE
Mayor of the City of Beverly Hills,
California

ATTEST:

BYRON POPE
City Clerk

[Signatures continue]

CONSULTANT: MARTIN & CHAPMAN
CO., a California corporation

SCOTT MARTIN
President

PATRICK MARTIN
Vice President and Secretary

APPROVED AS TO FORM:

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

JEFFREY C. KOLIN
City Manager

BYRON POPE
City Clerk

KARL KIRKMAN
Risk Manager

EXHIBIT A

Scope of Services

CONSULTANT shall render the following services in connection with the General Municipal Election to be held by CITY on March 5, 2015:

1. Provide a qualified person to be on call by telephone; to be available at any time to the City Clerk, prior to, during and for a reasonable time after the Election, and during the same period, upon request, to appear in person and work in cooperation with the City Clerk upon any Election task, or problems/issues which may arise. Provide a qualified person on site during the evening of the Election.

2. Furnish additional working forms, outlines, check lists and schedules which will aid the City Clerk in keeping track of procedural details of the Election.

3. Prepare and mail the Voter Information Pamphlets.

4. Provide a Calendar of Election Events setting out dates and requirements of the Election Code.

5. Provide suggested forms of resolutions and notices required for the election.

6. Provide necessary ballots, supplies and instructions for voting in the precinct and for absentee voting.

7. Provide Self-Mailer Sample Ballot & Voters Pamphlet with candidates' statements, measures and absent voter application.

8. Prepare and attach special labels to Self-Mailer pamphlet and arrange for delivery to CITY post office.

9. Otherwise provide such other special and unique services in close cooperation with the City Clerk as may be necessary for the successful conduct of the Election.

Supplies

CONSULTANT shall furnish to the CITY the Election supplies as described in Exhibit B-1.

In the event that more or less supplies are actually furnished than is shown in Exhibit B-1, those supplies will be billed according to the Unit price shown for each item. Estimated pamphlet prices are based on number of registered voters and number of pages and may increase or decrease accordingly.

EXHIBIT B-1

Schedule of Rates

CITY shall pay VENDOR for the satisfactory performance of serviced and provision of supplies under this Agreement in accordance with the rate/unit price schedule attached hereto and incorporated herein as Attachment 1, in an amount not to exceed Ninety Thousand Dollars (\$90,000).

GENERAL MUNICIPAL ELECTION

MARCH 03, 2015

Quantity	Description	Unit Price	Total
PRE-ELECTION SUPPLIES			
1	Calendar of Events	NC	NC
1	Election Handbook w/Resolutions, Forms, Notices, Manual	NC	NC
1	Elections Code of California	NC	NC
1	Election Night Procedures Manual	NC	NC
1	Email of Resolutions, Notices and Forms	\$20.00	\$20.00
PROCESSING OF COUNTY VOTER FILES RECEIVED			
1	E - 120 Day County Voter File	\$160.00	\$160.00
1	E - 54 Day County Voter File	\$200.00	\$200.00
1	E - 29 Day County Voter File	\$200.00	\$200.00
1	E - 14 Day County Voter File	\$200.00	\$200.00
120 DAY VOTER ID REPORT			
1	Voter Identification Report voters	28,267	\$240.27
1	Set of Out of State/Country Voter Labels	\$25.00	\$25.00
NOMINATION SUPPLIES			
15	Nomination Papers	\$0.50	\$7.50
10	Supplemental Nomination Papers	\$0.50	\$5.00
10	Ballot Designation Requirements & Worksheets	\$0.50	\$5.00
10	Candidate's Statement Guidelines & Information Forms	\$0.50	\$5.00
10	Code of Fair Campaign Practices	\$0.50	\$5.00
10	Literature/Mass Mailing Requirements	\$0.50	\$5.00
10	Statement of Financial Worth	\$0.50	\$5.00
10	Translation Information Sheets	\$0.50	\$5.00
15	Candidate's Election Calendars	\$0.50	\$7.50
15	Petition in Lieu of Filing Fee	\$0.50	\$7.50
4	Certificates of Election - Imprinted	\$5.00	\$20.00
MILITARY AND OVERSEAS VOTER SUPPLIES			
1	Process Military and Overseas Voters	\$75.00	\$75.00
2	Ballot Groups	\$25.00	\$50.00
297	Labels of Military & Overseas (Out of Country) Voters	\$0.25	\$74.25
594	Labels of Election Official's Return Address	\$0.15	\$89.10

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Quantity	Description	Unit Price	Total
302	Outgoing Envelopes	\$0.25	\$75.50
302	Return Envelopes	\$0.25	\$75.50
302	Facsimile Ballots	\$0.25	\$75.50
302	Instructions to Voters	\$0.25	\$75.50
302	Oath of Voter	\$0.25	\$75.50
VOTE-BY-MAIL BALLOT SUPPLIES			
6974	Generate 54 Day PVBM / VBM Voter Labels (54 day voters)	25.00+0.25	\$1,768.50
35	Generate 29 Day PVBM / VBM Voter Labels (29 day voters)	25.00+0.25	\$33.75
42	Generate 14 Day PVBM / VBM Voter Labels (14 day voters)	25.00+0.25	\$35.50
100	Correction Identification/Return Envelopes	\$0.35	\$35.00
325	Provisional Ballot Envelopes	\$0.35	\$113.75
10000	Instructions for Voters - 8.5 x 11 / 3 versions	\$0.25	\$2,500.00
10000	Gray/Secrecy Envelopes	\$0.07	\$700.00
10000	Outgoing Envelopes - #14 w/ and w/o indclca / 4 versions	\$25.00+0.30 ea	\$3,150.00
7800	PVBM ID/Return Envelopes - #11 - Yellow / 3 versions	\$25.00+0.35 ea	\$2,805.00
2200	ID/Return Envelopes - #11 - White / 3 versions	\$25.00+0.30 ea	\$735.00
20	Voted Ballot Boxes for VBM Ballots-1/2 size	\$3.50	\$70.00
20	Labels for 1/2 size Voted Ballot Boxes	\$0.50	\$10.00
20	Seals for Voted Ballot Boxes	\$0.50	\$10.00
VBM TRACKING SYSTEM			
28805	Vote by Mail Tracking System / Active and Inactive Voters		\$1,858.18
PRECINCT SUPPLIES			
10	Precinct Supply Sets	\$110.00	\$1,100.00
1	Sample Set	\$110.00	\$110.00
1	Vote by Mail Canvass Set	\$45.00	\$45.00
11	Sets of "I VOTED" stickers (700 per precinct + sample kit)	\$5.00	\$55.00
11	Sets of <i>Opto-Mark</i> Pens for Opto-Mark Ballots	\$17.25	\$189.75
1158	Roster pages / Active & Inactive Voters voters	28,678	\$998.55
1368	Street Index pages / Active & Inactive Voters / 4 sets per precinct		\$616.97
12	Election Officer / Inspector's Guidelines & Checklists	\$3.00	\$36.00
55	Election Officer Appointment Forms	\$0.25	\$13.75
55	Election Officer Outgoing Window Envelopes	\$0.10	\$5.50
REPORTS			
54 DAYS BEFORE			
1	Voter Identification Report - (54 day reports) voters	28,662	\$303.63
1	Polling Place Location Report - (54 day reports) voters	28,662	\$303.63
29 DAYS BEFORE			
1	Voter Identification Report - (29 day reports) voters	28,665	\$303.65
1	Polling Place Location Report - (29 day reports) voters	28,665	\$303.65
SAMPLE BALLOT / VOTER INFORMATION PAMPHLETS			
23500	Sample Ballot Pamphlets/14 of 14 pages/BT1/City-9,CCD-5	10	\$11,816.00
14	Sample Ballot Pamphlets/14 of 14 pages/BT2/City7.33,CCD3.33,USD3.33	\$150.00	\$2,100.00
20	Books for voter requests on county file and city clerk		\$70.00
160	<i>(this cost excludes pages of candidates statements paid for by candidates, invoiced separately)</i>		
SAMPLE BALLOT/VOTER INFORMATION PAMPHLET / FOREIGN LANGUAGE FACSIMILES			
<i>Facsimiles are complete Sample Ballots, quantity includes 5 for each Precinct Kit+Sample Set+ for City Clerk</i>			
14	Spanish Sample Ballot Page Setups/page BT 1/City .64,CCD .36	\$150.00	\$2,100.00
58	Books for voter requests on county file		\$203.00

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Quantity	Description	Unit Price	Total
61	Books for Precinct Kits+Sample Kit+City Clerk copies		\$213.50
14	Spanish Sample Ballot Page Setups/page BT 2/City.52,CCD.24,USD.24	\$150.00	\$2,100.00
11	Books for Precinct Kits+Sample Kit+City Clerk copies		\$38.50
10	Farsi Sample Ballot Page Setups/page BT 1/City .7,CCD .3	\$150.00	\$1,500.00
1	Books for voter requests on county file		\$2.50
11	Books for Precinct Kits+Sample Kit+City Clerk copies		\$27.50
10	Farsi Sample Ballot Page Setups/page/BT 2/City.6,CCD.2,,USD.2	\$150.00	\$1,500.00
1	Books for voter requests on county file		\$2.50
61	Books for Precinct Kits+Sample Kit+City Clerk copies		\$152.50
SAMPLE BALLOT MAILING LABELS			
1	NCOA (National Change of Address) Set-up charge	\$75.00	\$75.00
22456	NCOA Processing for Change of Address	\$0.00375	\$84.21
1	Mail Manager Automated Sort & Palletization	\$150.00	\$150.00
22456	Generate Voter Address Labels / 54 day labels		\$1,247.80
60	Generate Foreign Language Voter Labels (64 day voters only)	25.00+0.25	\$40.00
73	Generate Voter Address Labels / 29 day labels		\$28.65
70	Generate Voter Address Labels / 15 day labels		\$28.50
OFFICIAL BALLOTS AND SUPPLIES			
	Official Ballots - Typeset Ballot / per side / English only		
2	Card 1 - Front - 101, 201 / City	\$150.00	\$300.00
2	Card 1 - Back - 102, 202 / CCD, USD	\$150.00	\$300.00
	Official Ballots / Vote by Mail		
10000	Card 1 - BT 1 / City, CCD	\$0.23	\$2,300.00
25	Card 2 - BT 2 / City, CCD, USD	\$0.23	\$5.75
	Official Ballots / Precincts		
11650	Card 1 - / City, CCD	\$0.23	\$2,679.50
0	Card 2 - / City, CCD, USD	\$0.23	\$0.00
	Official Ballots / Test-Duplicates		
300	Card 1 - / City, CCD	\$0.23	\$69.00
50	Card 2 - / City, CCD, USD	\$0.23	\$11.50
22025	Total Official Ballots		
2	Test / Duplicate Overprint / each Card	\$25.00	\$50.00
11700	Gray Secrecy Envelopes - Rental	\$35.00	\$409.50
OFFICIAL BALLOTS / FOREIGN LANGUAGE FACSIMILES			
OFFICIAL BALLOT FACSIMILES / TYPESETTING			
	Spanish Facsimile of Official Ballot (typesetting per side)		
2	City, CCD	\$300.00	\$600.00
2	City, CCD, USD	\$300.00	\$600.00
	Farsi Facsimile of Official Ballot (typesetting per side)		
2	City, CCD	\$400.00	\$800.00
2	City, CCD, USD	\$400.00	\$800.00
OFFICIAL BALLOT FACSIMILE INSERTS FOR VOTE-BY-MAIL BALLOTS			
2	8.5 x 11 / (Each Language) Set-up Charge	\$100.00	\$200.00
250	Spanish Facsimile Inserts of Official Ballot / BT 1 City, CCD	\$0.10	\$25.00
25	Farsi Facsimile Inserts of Official Ballot / BT 1 City, CCD	\$0.10	\$2.50
LAMINATED OFFICIAL BALLOT FACSIMILES FOR PRECINCTS			
2	8.5 x 11 / Laminating Set-up Charge / Each Language	\$100.00	\$200.00
60	Spanish Facsimile of Official Ballot - laminated	\$1.00	\$60.00

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Quantity	Description	Unit Price	Total
60	Farsi Facsimile of Official Ballot - laminated	\$1.00	\$60.00
BALLOT COUNTING / ELECTION NIGHT SUPPLIES			
1	Election Night Supply Kit	\$35.00	\$35.00
30	Counted Ballot Seals / 2 per precinct + extras	\$1.00	\$30.00
1	Ballot Counter Programming only / City, CCD, USD	\$1,750.00	\$1,750.00
1	Add'l Programming / Card 1-side 2/102 / CCD	\$500.00	\$500.00
1	Add'l Programming / Card 2-side 1/201 / City	\$500.00	\$500.00
1	Add'l Programming / Card 2-side 2/202 / CCD, USD	\$500.00	\$500.00
11	Add'l Programing to count VBM's/Provisionals by precinct	\$20.00	\$220.00
2	Ballot Counter Operator(s)	\$650.00	\$1,300.00
1	Add'l Tally of Late VBM's & Provisional Ballots	\$600.00	\$600.00
SUBTOTAL			
Subtotal / Taxable Items			\$58,386.29
Sales Tax 0.09			\$5,254.77
			\$63,641.06
MISCELLANEOUS SERVICES			
10	Type Election Officer Appointment Forms	\$15.00	\$150.00
2	Repair/maintenance/re-wrapping of Voting Booths / hour	\$25.00	\$50.00
TRANSLATIONS			
	Spanish Translations		
4	Ballot(s) / Designations	\$150.00	\$600.00
7	Candidates Statements	\$175.00	\$1,225.00
	Farsi		
4	Ballot(s) / Designations	\$275.00	\$1,100.00
7	Candidates Statements	\$275.00	\$1,925.00
1	Precinct Kit Supplies updated		\$426.00
MAILING SERVICES / SAMPLE BALLOTS			
1	54 Day File transfer to mailer, address machine setup	\$350.00	\$350.00
2	Ballot Group setups	\$30.00	\$60.00
22456	Affixing Address Labels	\$0.038	\$853.33
1	Postal documentation	\$70.00	\$70.00
60	Addressing Foreign Language Sample Ballots	\$25/lang+\$1.50	\$80.00
1	29 Day File transfer to mailer, address machine setup	\$250.00	\$250.00
2	Ballot Group setups	\$25.00	\$50.00
73	Affixing Address Labels	\$0.50	\$36.50
1	15 Day File transfer to mailer, address machine setup	\$100.00	\$100.00
2	Ballot Group setups	\$25.00	\$50.00
70	Affixing Address Labels	\$0.50	\$35.00
POSTAGE ACTIVITY / SAMPLE BALLOTS			
	Postage Received from City / Check # 461832	(\$6,000.00)	
21970	Standard Rate Postage - 1st mailing-54 day file	\$5,343.60	
412	1st Class Postage - 1st mailing -Out of State/Country	\$959.60	
72	1st Class Postage - 1st mailing - Facsimiles + BT 2	\$78.40	
73	1st Class Postage - 2nd mailing	\$81.76	
70	1st Class Postage - 3rd mailing-15 day file	\$78.40	
	Additional Postage Due (Credit for unused postage)	\$541.76	\$541.76
413	Affix Meter Tape 1st class Postage to Out State/Out Country	\$100.00	\$100.00

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Quantity	Description	Unit Price	Total
72	Affix Meter Tape 1st class Postage to Facsimiles -54 day	\$0.25	\$18.00
73	Affix Meter Tape 1st class Postage to Pamphlets-29 day	\$0.25	\$18.25
70	Affix Meter Tape 1st class Postage to Pamphlets-15 day	\$0.25	\$17.50
291	Affix 3 Tabs to Military Overseas Sample Ballots	\$0.50	\$145.50
MAILING SERVICES / VOTE-BY-MAIL BALLOTS		positive	
1	Track My Mail / tracking for VBM Ballots / Setup	\$150.00	\$150.00
6974	Track My Mail / ea	\$0.005	\$34.87
PVBM's			
7051	Addressing PVBM Envelopes and labels / 54 + 29 + 15 days	\$0.25	\$1,762.75
6974	Inserting PVBM materials into #14 Outgoing Envelopes/54 day only		\$1,843.50
1	Mail preparation, Postal Documentation	\$150.00	\$150.00
CITY CLERK'S VBM'S FOR ISSUING			
2188	Inserting VBM materials into #14 Outgoing Envelopes/54 day only		\$647.00
POSTAGE ACTIVITY / VOTE-BY-MAIL BALLOTS			
	Postage Received from City / Check #461832	(\$3,240.00)	
6949	PVBM ballots	\$2,520.73	
25	PVBM ballots - 1st Class	\$16.50	
	Additional Postage Due (Credit for unused postage)	(\$702.77)	(\$702.77)
25	Affix Meter Tape 1st class Postage to PVBM's - 54 Day file	\$0.25	\$6.25
DELIVERY SERVICES			
1	Deliver Sample Ballots to Post Office / 54 days	\$500.00	\$500.00
1	Deliver PVBM Ballots to Post Office	\$200.00	\$200.00
1	Deliver VBM Supplies to City	\$175.00	\$175.00
1	Deliver Precinct Supplies to City	\$575.00	\$575.00
1	Pickup Precinct Supplies after election from City	\$575.00	\$575.00
10	Pickup from & Return to County Warehouse - Ballot Boxes, etc.		\$350.00
	UPS/Fed Ex charges		\$300.00
Total Nontaxable Items			\$14,818.44
TOTAL DUE THIS INVOICE			\$78,459.50
INFLATION FACTOR		5%	\$3,922.98
ESTIMATE FOR 2015 ELECTION			\$82,382.48

Beverly Hills-03032015_Estimate

EXHIBIT B-2

Schedule of Payment

CONSULTANT shall submit an itemized statement to CITY for its services performed for the prior month, which shall include documentation setting forth in detail a description of the services rendered and the hours of service. CITY shall pay CONSULTANT the amount of such billing within thirty (30) days of receipt of same.

EXHIBIT C

CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED

COMPANIES AFFORDING COVERAGE

- A.
- B.
- C.

ADDRESS

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	LIMITS		AGGREGATE
				B.I.	P.D.	
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONSULTANT'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS' COMPENSATION <input type="checkbox"/>					

It is hereby understood and agreed that the **City of Beverly Hills**, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the **City of Beverly Hills** and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the **City of Beverly Hills**.

In the event of cancellation or material change in the above coverage, the company will give **30 days'** written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: _____

BY: _____
Authorized Insurance Representative

AGENCY: _____

TITLE: _____
ADDRESS: _____

RM02.DOC REVISED 10/14/96.