## **Agenda Action Form Overview**

The Board is requested to approve the Durham County Board of Elections request to enter into a contract with Capital Marketing Solutions, LLC dba Alphagraphics of Downtown Raleigh to print ballots for the November 5, 2024, Statewide General Election. This service contract will cover FY24-25, 09/01/2024 – 06/30/2025. It is required, under Article 14A of Chapter 163 of the General Statues and the NC Administrative Code, that counties purchase ballots equal to 100% of registered voters within their jurisdiction. Alphagraphics, which is a company owned by PrintElect, is a certified ballot printer in North Carolina. In accordance with NCGS 163-165.9(b)(1), county boards of elections are only permitted to purchase ballots from state approved vendors.

The current contract amount will increase from \$122,315.13, to \$182,315.13 per the proposed contract amendment.

The Durham County Board of Elections also requests the Board to extend authorization of future contract amendments to the Manager.

## Background/Justification

This request is being made to ensure that the Durham County Board of Elections meets the requirements of Article 14A of Chapter 163 of the General Statues, the NC Administrative Code and NCGS 163-165.9(b)(1) pertaining to ballot printing. This is a recurring contract for the Board of Elections.

## **Policy Impact**

This item aligns with the Durham County Strategic Goal: Regional Leadership. Acquiring this service will support efforts which ensure that registered voters in Durham County have access to ballots and other election related material printed by the vendor.

## **Procurement Background**

Type of purchase  ☐ Goods  ☒ Services  ☐ Architect, Engineer or Surveyor Services  ☐ Construction and Repair							
Did this request for purchase go through a bid process? Yes $\square$ No $\boxtimes$							
Goods: Bids required if $\geq \$30,000$ , BOCC approval if $\geq \$90,000$ Services: Bids required if $\geq \$30,000$ , BOCC approval if $> \$40,000$ Construction/Repair work: Bids required if $\geq \$30,000$ , BOCC approval if $\geq \$500,000$							
If yes, attach a copy of bid tab and the minority and women business enterprise (MWBE) compliance review form provided by the Purchasing Division.							

If no, w	hy?
	Sole source exemption
	Cooperative purchasing program exemption
	State and federal contract exemption
	Contract is an amendment to an existing contract
$\boxtimes$	Other (please explain)

Alphagraphics is the only Election Systems and Software (ES&S) certified ballot printer in North Carolina; therefore, the bid process is not required.

## **Fiscal Impact**

Existing funds in the FY24-25 budget will be used to cover the requested amount in services provided by the vendor.

## Recommendation

The County Manager recommends that the Board approve the Board of Elections to enter into a contract amendment with Capital Marketing Solutions, LLC dba Alphagraphics of Downtown Raleigh, increasing the current contract amount to \$182,315.13, for ballot printing in FY24-25 and to authorize the Manager to execute future contract amendments as needed.

#### **CONTRACT AMENDMENT #1**

THIS CONTRACT AMENDMENT is made and entered into this <u>1st</u> day of <u>September</u>, 2024 by and between the **COUNTY OF DURHAM** (hereinafter referred to as "County") and <u>Capital Marketing Solutions</u>, <u>LLC dba</u> Alphagraphics of Downtown Raleigh (hereinafter referred to as "Contractor").

#### WITNESSETH:

THAT WHEREAS, the County and Contractor entered into a contract dated <u>07/10/2023</u>, for the provision of <u>Printing</u> <u>ballots for up to three election events during the FY23-24 fiscal year.</u>, (hereinafter the "Original Agreement"); and

WHEREAS, the County and Contractor desire to amend the Original Agreement, while keeping in effect all terms and conditions of the Original Agreement not inconsistent with the terms and conditions set forth below.

NOW THEREFORE, for and in consideration for the mutual covenants and agreements made herein, the parties agree to amend the Original Agreement as follows:

- 1. The Term of the Original Agreement and Amendments is hereby extended (or continues to be if no extension) through 06/30/2025 to print ballots for the November Presidential General Elections event in the FY24-25 fiscal year.
- 2. The compensation paid to Contractor shall be a total amount not to exceed \$182,315.13. This amendment is thus an additional \$60,000.00 in compensation to Contractor (\$0.00 if extension only).
- **3**. By execution hereof, the person signing for Contractor below certifies that he/she has read this Contract Amendment and that he/she is duly authorized to execute this contract on behalf of the Contractor.
- **4.** Except for the changes made herein, the Original Agreement shall remain in full force and effect to the extent not inconsistent with this Amendment. In the event that there is a conflict between the Original Agreement and this Amendment, this Amendment shall control.

IN WITNESS WHEREOF, the parties have expressed their agreement to these terms by causing this Contract Amendment to be executed by their duly authorized office or agent. This Contract Amendment shall be effective as of the date herein.

COUNTY OF DURHAM	CONTRACTOR
By:	By:
Print Name/Title:	Print Name/Title:
Date of Signature:	Date of Signature:
This instrument has been pre-audited in the manner requ Control Act.	uired by the Local Government Budget and Fiscal
Crystally Wright, Interim Durham County Chief Fin	nancial Officer

FY2025 Page 1 of 1

Ms. Holliman expressed gratitude for an awesome staff, a very supportive area authority board, as well as the County Commissioners for allowing her to be able to assist citizens as needed. She accepted the award on behalf of her staff and the area board.

Mr. Phillips thanked the County Commissioners for their never waning and continuous support.

The Board thanked Ms. Holliman and Mr. Phillips for their extraordinary leadership and for what they are doing in the community.

## Consent Agenda

Commissioner Howerton moved, seconded by Commissioner Bowser, to approve the following consent agenda items:

- \*a. Accept the property tax release and refund report for May 2011 as presented and authorize the Tax Assessor to adjust the tax records as outlined by the report;
- b. Authorize the execution of a five year contract with Correct Care Solutions, Inc. to provide comprehensive health care services for persons in the custody of the Sheriff and the youth detained at the Youth Home. The FY 2011-2012 contract will be for an amount not to exceed \$3,363,887 including a per diem charge of \$2.89 per inmate per day for any month with an average daily population greater than 558;
- e. Accept the 2010 Annual Report from the Durham County Industrial Facilities and Pollution Control Financing Authority;
- f. Approve the Lease Agreement to Durham Public Schools for the City of Medicine Academy, and authorize the Manager to approve non-substantive changes and to execute the Lease;
- g. Approve the Home and Community Care Block Grant Funding Plan as presented. Funding for the Plan has been incorporated into the Manager's proposed FY 2012 Budget;
- h. Approve the attached contract with Urban Ministries of Durham (UMD) for Shelter Operations and Case Management during FY2011-2012 (pending approval of the FY2011-2012 proposed budget);
- Approve the lease amendment extending UMD's lease an additional 10 years;
- j. Authorize the County Manager to execute the FY2011-2012 contract with Durham Chamber of Commerce, Inc., subject to passage of the FY2011-2012 budget;
- Approve the contract with Commercial Printing Co. in the amount of \$165,600 and requests that the Board authorize the Manager to execute the contract;

#### Acheampong, Richard

From: McKinney, Nathan

Sent: Thursday, June 6, 2024 8:54 AM

**To:** Acheampong, Richard

Cc: Baker, Brenda

Subject: RE: ALPHAGRAPHICS FY25 CONTRACT AMENDMENT

## Hi Richard,

The COI's for Capital Marketing Solutions, LLC dba Alphagraphics of Downtown Raleigh are approved.

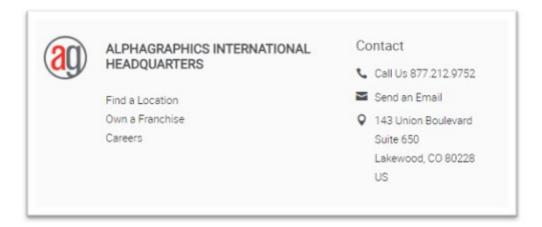
The Contract Amendment with Capital Marketing Solutions, LLC dba Alphagraphics of Downtown Raleigh (extension to 6/30/2025, additional \$60,000, new total of \$182,315.13) is approved as to form.

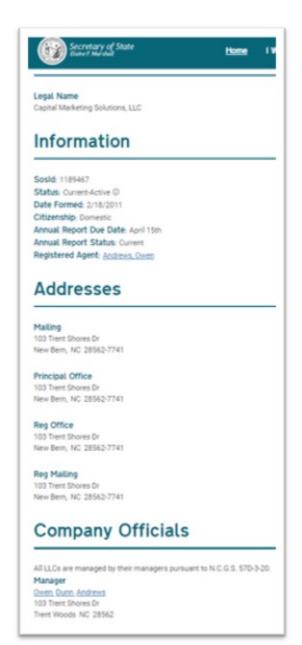
Thank you

## Notes for the file:

AlphaGraphics | Printing Services | Raleigh, NC | AlphaGraphics Raleigh | Downtown

Print & Marketing Solutions | AlphaGraphics Corporate







## Sincerely,

NATHAN L. MCKINNEY | Senior Assistant County Attorney

(Friendly reminder that I am generally not available on Mondays)



nmckinney@dconc.gov

# P.O. Box 3508 Durham, North Carolina 27702 Office (919) 560-0395 | Fax (919) 328-6342 | Cell 984-260-5908

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From: Acheampong, Richard <racheampong@dconc.gov>

Sent: Wednesday, June 5, 2024 11:46 AM

**To:** McKinney, Nathan <nmckinney@dconc.gov> **Cc:** Baker, Brenda <bwcbaker@dconc.gov>

Subject: ALPHAGRAPHICS FY25 CONTRACT AMENDMENT

Good Morning, Nathan,

Please we are preparing the packet for Capital Marketing Solutions, LLC dba Alphagraphics of Downtown Raleigh amended contract for FY25.

Please find attached the previously executed FY24 contract, FY25 contract amendment, Scope of Services, COI, Quote(Ballot Pricing) for your review and approval.

And please let me know if you need anything else.

Thank you.

Richard Acheampong Elections Business Officer Business Division



Durham County Board of Elections Physical address: 201 N. Roxboro Street, Durham, NC 27701 Mailing address: PO Box 868, Durham, NC 27702

Phone: (919) 560-7278 Fax: (919) 560-0688 www.dcovotes.com

Caution: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Caution: Do not click links or open attachments unless you recognize the sender and know the content is safe.

 From:
 Allene Davis

 To:
 Acheampong, Richard

 Cc:
 Baker, Brenda; Chris Andrews

 Subject:
 FY25 Contract

 Date:
 Monday, June 3, 2024 10:37:1

 Date:
 Monday, June 3, 2024 10:37:12 AM

 Attachments:
 COI - Durham County - liability 6-3-24.pdf

 COI - Durham County - WC - 6-3-24.pdf

#### Richard,

As per your request, please find attached our COIs completed as requested. As our policies will renew in September, we will forward you new COIs at that time. As we have our workmen's comp with a separate insurance company, we are attaching a separate COI for it.

Let me know if you need anything further.

Regards, Allene

Allene Davis Controller Capital Marketing Solutions LLC dba AlphaGraphics of Downtown Raleigh 3731 Centurion Drive

Garner, NC 27529 Office: (919) 832-2828 Direct: (919) 755-1825

Connect with us on Facebook & Instagram!

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KSHANNON



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/3/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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	DUCER					<sup>C⊤</sup> Kyle Sha		1		
	ngle Insurance & Associates, LLC 9 Unicon Dr., Ste. 200				PHONE (A/C, No, Ext): (919) 488-5247 FAX (A/C, No): (919) 488-5241					
	ke Forest, NC 27587				E-MAIL ADDRE	<sub>ss:</sub> kyle@tri	angleinsur	ance.com		
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	Durham, NC 27701									
	·					AUTHORIZED REPRESENTATIVE				



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/3/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

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PRODUCER					CONTACT NAME:					
Oliv	vier-VanDyk Insurance Agency					= n 616-45/	1_0800	FAX	16_454_7100	
	30 44TH STREET SW oming NC 49519				PHONE (A/C, No, Ext): 616-454-0800 FAX (A/C, No): 616-454-7100  E-MAIL ADDRESS: certificates.sbu@ovdinsurance.com					
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Durham County 201 East Main Street					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
	Durham NC 27701				AUTHORIZED REPRESENTATIVE					
					- Jack					



#### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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Schedule

NC

THIS ENDORSEMENT APPLIES AS A BLANKET WAIVER
OF SUBROGATION FOR THOSE PARTIES HAVING A WRITTEN
CONTRACT WITH THE POLICYHOLDER REQUIRING A WAIVER
OF SUBROGATION FOR WORKERS COMPENSATION COVERAGE OF THE
POLICYHOLDERS EMPLOYEES

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Effective Policy No.	Endorsement No.	
	Premium	
Countaraigned by		
	Countersigned by	Premium



## Please note our procedures with regards to certificates of insurance:

The presence of Additional Insured (including blanket versions) and/or Waiver of Subrogation endorsements or policy language is denoted by a "Y" in the appropriate column on the certificate. In accordance with the ACORD 25 Certificate Forms Instruction Guide and in keeping with the directive set forth by the insurance department, the Description of Operations box will be used exclusively for the purpose prescribed on the form (description of operations, insured locations and insured vehicles, as applicable). The ACORD 101 form is designed as an extension of the ACORD 25 Description of Operations box and is similarly restricted in its use.

If you require specific wording in the Description of Operations box or special provisions apply, we will attach the corresponding endorsements which follow this letter.

Thank you for your understanding.



## **Ballot Printing Pricing**

Privileged & Confidential

December 4, 2023

Provided By:

Chris Andrews, Vice President of Sales Capital Marketing Solutions, LLC d/b/a AlphaGraphics of Downtown Raleigh 3731 Centurion Drive Garner, NC 27529 (919) 832-2828 – phone chrisandrews@alphagraphics.com

## **Ballot Pricing:**

### **Includes:**

- Shrink Wrap in 100's or 200's
- Printing & Boxing by Style
- Delivery by Truck
- Corner Cut, if applicable

## **Additional Operations:**

- Ballot Folding = \$0.075 each
- Box Ballots in Customer Boxes = \$0.01 each

Prices are current as of December 4, 2023 and subject to change based on market conditions of ballot paper.



# **Ballot Printing Pricing**

## **ExpressVote Stock:**

$$11" = N/A$$

$$14$$
" = \$0.14 each

$$17$$
" =  $$0.15$  each

100 Sheets per pack. Pricing does not include shipping.

## **Ballot On Demand Blank Stock:**

$$11$$
" = \$0.11 each

$$14$$
" = \$0.11 each

$$17$$
" =  $$0.16$  each

$$19$$
" =  $$0.18$  each

100 Sheets per pack. Pricing does not include shipping.

# **Ballot Box Pricing**

## **Large Election Box:**



#### SCOPE OF SERVICES FORM

This Scope of Services is an integral part of this contract between the <u>County of Durham</u> ("County"), and <u>Capital Marketing Solutions, LLC dba Alphagraphics of Downtown Raleigh</u> ("Contractor"), which contract is dated <u>09/01/2024 - 06/30/2025</u>. Contractor agrees to provide services and/or materials pursuant to the provisions set forth below.

## I. Background/Purpose: (Why - Provide a brief description of the services being procured.)

The purpose of this contract is for Capital Marketing Solutions, LLC dba Alphagraphics of Downtown Raleigh to print, box and deliver ballots for the November 5, 2024, Statewide General Election.

It is required, under Article 14A of Chapter 163 of the General Statues and the NC Administrative Code, that counties purchase ballots equal to 100% of registered voters within their jurisdiction. Alphagraphics, which is a company owned by PrintElect, is one of the five certified ballot printers for North Carolina. In accordance with NCGS 163-165.9(b)(1), county boards of elections are only permitted to purchase ballots from the state approved/certified vendors.

### II. References: (Identify/attach additional documents relevant to this contract, i.e., quotes, proposals, etc.)

The following documents are incorporated herein by reference to them:

Quote (Ballot Pricing)

### III. Work/Requirements: (What/Where - Be as detailed as possible in describing the work.).

The Contractor shall provide the necessary labor, security, permits and safety measures as required to perform the following:

Print Ballots for the following Elections:

• November 5, 2024, Statewide General Election

## IV. Schedules/Timelines: (When – Provide a timetable to complete the work and any phases and/or deadlines.)

The printing and delivery of ballots will be coordinated between the Board of Elections and Alphagraphics. The expectation is that ballots are delivered to the BOE before each voting event starts (Absentee-by-mail, Early Voting and Election Day).

V. Transmittal/Delivery/Accessibility: (How - Describe delivery methods for reports or deliverables. Include contact information of department procuring the services. Describe if County property is to be provided or access to the property, and how that will be handled, i.e. keys, holidays, security measures.)

The Director of Elections will send a pdf of ballots to Alphagraphics for printing along with quantities for each ballot style. Ballots are delivered by Alphagraphics to the Board of Elections (3825 S. Roxboro Street, Durham, NC, 27713) and stored in a secure area. The BOE Logistics Manager will be on-site to receive the ballots and discuss any discrepancies with the vendor once all ballots have been accounted for. For questions regarding ballot printing, please contact the Elections Director. For questions regarding delivery, contact the Elections Services Manager.

• Elections Director, Derek Bowens: 919-560-7072 (o), dbowens@dconc.gov

• Elections Services Manager: 919-560-0690

VI. Payment: (Include Rate of payment, Time for payments and Methods of payment.)

Payment will be made via funds reservation upon receipt of invoice.