



Contract Number

21-978 A-3

SAP Number

Registrar of Voters

Department Contract Representative Stephenie Shea
Telephone Number 909-387-2100

Contractor Toppan Merrill, LLC
Contractor Representative Leslie Harwood
Telephone Number 714-690-2294
Contract Term 1/1/2022 through 12/31/2027
Original Contract Amount \$18,215,000
Amendment Amount \$565,000
Total Contract Amount \$18,780,000
Cost Center 6800001000

**AMENDMENT NO. 3 TO
AGREEMENT FOR VOTER INFORMATION GUIDE AND SAMPLE BALLOT PRINTING AND MAILING
SERVICES**

IT IS HEREBY AGREED AS FOLLOWS:

The following is Amendment No. 3 to the Agreement between San Bernardino County (County) and Toppan Merrill, LLC (Contractor) for Voter Information Guide and Sample Ballot Printing and Mailing Services.

WHEREAS, on December 7, 2021 (Item No. 59), the Board of Supervisors (Board) approved Contract No. 21-978 with Toppan Merrill, LLC (Contractor), to provide voter information guide and sample ballot printing and mailing services, for the period of January 1, 2022 through December 31, 2026, for a contract amount of not to exceed \$17,000,000; and

WHEREAS, on July 12, 2022 (Item No. 37), the Board approved Amendment No. 1 to Contract No. 21-978 increasing the total contract amount by 5%, (\$850,000), from \$17,000,000 to an amount not-to-exceed \$17,850,000 to offset increased materials and labor cost increases with no change to the original contract term; and

WHEREAS, on August 22, 2023 (Item No. 73), the Board approved Amendment No. 2 to Contract No. 21-978, revising the contract language to include vendor duties related to data management, and increasing the total

contract amount by \$365,000, from \$17,850,000 to an amount not-to-exceed \$18,215,000 to meet increased material and labor costs; and

WHEREAS, the Contract is set to expire on an election year; and

WHEREAS, the County would like to extend the current Contract with Contractor through December 31, 2027, to allow for adequate time to conduct a Request for Proposal and find a vendor to print the Voter Information Guides and Sample Ballots; and

NOW THEREFORE, the County and Contractor mutually agree as follows:

1. The above listed recitals are incorporated into the Contract and the Parties represent that they are true and correct.
2. Section D., TERM OF CONTRACT is amended, to read:

This Contract is effective as of January 1, 2022 and expires December 31, 2027 but may be terminated earlier in accordance with the provisions of this Contract.

3. Section F., FISCAL PROVISIONS, Subsection F.1, is amended to read in its entirety as follows:

F. FISCAL PROVISIONS

F.1 The maximum amount of payment under this Contract shall not exceed \$18,780,000 and shall be subject to availability of other funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.

4. All other terms and conditions of the contract remain in full force and effect.

IN WITNESS WHEREOF, San Bernardino County and the Contractor have each caused this Amendment to be subscribed by its respective duly authorized officers, on its behalf.

//
//
//
//
//
//
//
//
//
//

SAN BERNARDINO COUNTY

Toppan Merrill, LLC

(Print or type name of corporation, company, contractor, etc.)

▶

Dawn Rowe, Chair, Board of Supervisors

By ▶ _____
(Authorized signature - sign in blue ink)

Dated: _____

Name _____
(Print or type name of person signing contract)

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Title _____
(Print or Type)

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

Dated: _____

Address 1600 N. Kramer Blvd.

Anaheim, CA 928-6

FOR COUNTY USE ONLY

Approved as to Legal Form
▶ _____
Jolena Grider, Deputy County Counsel
Date _____

Reviewed for Contract Compliance
▶ _____
Date _____

Reviewed/Approved by Department
▶ _____
Stephenie Shea, Registrar of Voters
Date _____