

Master Purchase Order

DO NOT INVOICE TO THIS ADDRESS	 DENVER THE MILE HIGH CITY	Workday™ Supplier Contract No.	SC-00004194
City & County of Denver		Date:	10/9/2023
Purchasing Division		Revision No.	1
201 West Colfax Avenue, Dept. 304		Payment Terms	Resolution (as applicable):
Denver, CO 80202		Freight Terms	FOB DESTINATION
United States		Ship Via	Best Way
Phone: 720-913-8100 Fax: 720-913-8101		Analyst:	Elizabeth Hewes
		Phone:	720-913-8109

Workday Supplier ID: SUP-00005728

Phone: (425) 327-0170

Email: DHaines@KHPrint.com

K&H Printers-Lithographers, Inc.
7720 Hardeson Road, Suite A
Everett, WA 98203

Ship To: Various locations within the City and County of Denver

Bill To: As Specified By Agency

Attn: Dave Haines

Colorado Secretary of State ID: 20111446997

U.S. Federal SAM Registry Verification Date: 10/6/2023

1. Goods/Services:

K&H Printers-Lithographers, Inc. a foreign corporation located in the State of Washington, ("Vendor") shall provide the goods, and any services related thereto, identified and described on attached **Exhibit A**, to the City and County of Denver, a Colorado municipal corporation (the "City"), all in accordance with the terms and conditions of this Master Purchase Order.

2. Ordering:

The City shall purchase one or more of the goods/services by issuing a written purchase order(s) or similar appropriate written document ("Order"), each of which will be deemed incorporated into this Master Purchase Order for purposes of such Order only.

3. Pricing:

The pricing/rates for the goods/services is contained on **Exhibit A** and shall be held firm for the term of this Master Purchase Order.

4. Term/Renewal:

The effective period of this Master Purchase Order shall be from the **Date of City Signature** to and including **December 31, 2024**.

5. Non-Exclusive:

This Master Purchase Order is non-exclusive. City does not guarantee any minimum purchase other than as provided herein.

6. Inspection and Acceptance:

Vendor shall perform any services in accordance with the standard of care exercised by highly competent vendors who perform like or similar services. City may inspect all goods/services prior to acceptance. Payment does not constitute acceptance. Vendor shall bear the cost of any inspection/testing that reveal goods/services that are defective or do not meet specifications. City's failure to accept or reject goods/services shall not relieve Vendor from its responsibility for such goods/services that are defective or do not meet specifications nor impose liability on City for such goods/services. If any part of the goods/services are not acceptable to City, City may, in addition to any other rights it may have at law or in equity: (1) make a warranty claim; (2) repair and/or replace the goods or substitute other services at Vendor's expense; or reject and return the goods at Vendor's cost and/or reject the services at Vendor's expense for full credit. Any rejected goods/services are not to be replaced without written authorization from City, and any such replacement shall be on the same terms and conditions contained in this Purchase Order.

7. Shipping, Taxes and Other Credits and Charges:

All pricing is F.O.B. destination unless otherwise specified. Shipments must be marked with Vendor's name, the Master Purchase Order number, and contain a delivery or packing slip. Vendor shall not impose any charges for boxing, crating, parcel post, insurance, handling, freight, express or other similar charges or fees. Vendor shall notify City in writing of any price decreases immediately, and City shall receive the benefit thereof on all unshipped items. Vendor shall comply with any additional delivery terms specified herein. Vendor shall be responsible for the cleanup and reporting of any contamination (environmental or otherwise) or spillage resulting from the delivery and/or unloading of goods within twenty-four (24) hours of the contamination or spillage or sooner if required by law. Vendor shall procure all permits and licenses; pay all charges, taxes and fees; and give all notices necessary and incidental to the fulfillment of this Master Purchase Order and all cost thereof have been included in the prices contained herein. City shall not be liable for the payment of taxes, late charges or penalties of any nature, except as required by D.R.M.C. § 20-107, et seq. The



price of all goods/services shall reflect all applicable tax exemptions. City's Federal Registration No. is 84-6000580 and its State Registration No. is 98-02890. Vendor shall pay all sales and use taxes levied by City on any tangible personal property built into the goods/services. Vendor shall obtain a Certificate of Exemption from the State of Colorado Department of Revenue prior to the purchase of any materials to be built into the goods/services and provide a copy of the Certificate to City prior to final payment.

8. Risk of Loss:

Vendor shall bear the risk of loss, injury or destruction of goods prior to delivery to City. Loss, injury or destruction shall not release Vendor from any obligation hereunder.

9. Invoice:

Each invoice shall include: (i) the Purchase Order number; (ii) individual itemization of the goods/services; (iii) per unit price, extended and totaled; (iv) quantity ordered, back ordered and shipped; (v) an invoice number and date; (vi) ordering department's name and "ship to" address; and (vii) agreed upon payment terms set forth herein.

10. Payment:

Payment shall be subject to City's Prompt Payment Ordinance D.R.M.C. § 20-107, et-seq., after City accepts the goods/services. Any other provision of this Agreement notwithstanding, in no event shall the City be liable for aggregate payments under this Master Purchase Order in excess of eleven million dollars (\$11,000,000.00). The Vendor acknowledges that any goods/services provided beyond those specifically described in **Exhibit A** are performed at Vendor's risk and without authorization from the City. City's payment obligations hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Master Purchase Order, encumbered by the City after receipt of Vendor's invoice and paid into the Treasury of City. Vendor acknowledges that: (i) City does not by this Master Purchase Order, irrevocably pledge present cash reserves for payments in future fiscal years; and (ii) this Master Purchase Order is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City. City may setoff against any payments due to Vendor any claims and/or credits it may have against Vendor under this Master Purchase Order.

11. Amendments/Changes:

Only the Executive Director of General Services or his/her delegate is authorized to change or amend this Master Purchase Order by a formal written change order. Any change or amendment that would cause the aggregate payable under this Master Purchase Order to exceed the amount appropriated and encumbered for this Master Purchase Order is expressly prohibited and of no effect. Vendor shall verify that the amount appropriated and encumbered is sufficient to cover any increase in cost due to changes or amendments. Goods/services provided without such verification are provided at Vendor's risk. The Vendor has no authority to bind City on any contractual matters.

12. Warranty:

Vendor warrants and guarantees to City that all goods furnished under this Purchase Order are free from defects in workmanship and materials, are merchantable, and fit for the purposes for which they are to be used. For any goods furnished under this Master Purchase Order which become defective within twelve (12) months (unless otherwise specified) after date of receipt by City, Vendor shall either, at City's election and to City's satisfaction, remedy any and all defects or replace the defective goods at no expense to City within seven (7) days of receipt of the defective goods or accept the defective goods for full credit and payment of any return shipping charges. Vendor shall be fully responsible for any and all warranty work, regardless of third-party warranty coverage. Vendor shall furnish additional or replacement parts at the same prices, conditions and specifications delineated herein.

13. Indemnification/Limitation of Liability:

Vendor shall indemnify and hold harmless City (including but not limited to its employees, elected and appointed officials, agents and representatives) against any and all losses (including without limitation, loss of use and costs of cover), liability, damage, claims, demands, actions and/or proceedings and all costs and expenses connected therewith (including without limitation attorneys' fees) that arise out of or relate to any claim of infringement of patent, trademark, copyright, trade secret or other intellectual property right related to this Purchase Order or that are caused by or the result of any act or omission of Vendor, its agents, suppliers, employees, or representatives. Vendor's obligation shall not apply to any liability or damages which result solely from the negligence of City. City shall not be liable for any consequential, incidental, indirect, special, reliance, or punitive damages or for any lost profits or revenues, regardless of the legal theory under which such liability is asserted. In no event shall City's aggregate liability exceed the agreed upon cost for those goods/services that have been accepted by City under this Purchase Order up to the total Master Purchase Order Amount. Notwithstanding anything contained in this Purchase Order to the contrary, City in no way limits or waives the rights, immunities and protections provided by C.R.S. § 24-10-101, et seq.

14. Termination:

City may terminate this Master Purchase Order, in whole or in part, at any time and for any reason immediately upon written notice to Vendor. In the event of such a termination, City's sole liability shall be limited to payment of the amount due for the goods/services accepted by City. Vendor acknowledges the risks inherent in this termination for convenience and expressly accepts them. Termination by City shall not constitute a waiver of any claims City may have against Vendor.

15. Interference:

Vendor shall notify the Director of Purchasing immediately of any condition that may interfere with the performance of Vendor's obligations under this Master Purchase Order and confirm such notification in writing within twenty-four (24) hours. City's failure to respond to any such notice shall in no way act as a waiver of any rights or remedies City may possess.

16. Venue, Choice of Law and Disputes:

Venue for all legal actions shall lie in the District Court in and for City and County of Denver, State of Colorado, and shall be governed by the laws of the State of Colorado as well as the Charter and Revised Municipal Code, rules, regulations, Executive Orders, and fiscal rules of City. All disputes shall be resolved by administrative hearing, pursuant to the procedure established by D.R.M.C. § 56-106. Director of Purchasing shall render the final determination.

17. Assignment/No Third Party Beneficiary:

Vendor shall not assign or subcontract any of its rights or obligations under this Master Purchase Order without the written consent of City. In the event City permits an assignment or subcontract, Vendor shall continue to be liable under this Master Purchase Order and any permitted assignee or subcontractor shall be bound by the terms and conditions contained herein. This Master Purchase Order is intended solely for the benefit of City and Vendor with no third party beneficiaries

18. Notice:

Notices shall be made by Vendor to the Director of Purchasing and by City to Vendor at the addresses provided herein, in writing sent registered, return receipt requested.

19. Compliance With Laws:

Vendor shall observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules, regulations and executive orders related to its performance under this Master Purchase Order. City may immediately terminate this Master Purchase Order, in whole or in part, if Vendor or an employee is convicted, plead nolo contendere, or admits culpability to a criminal offense of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature.

20. Insurance:

Vendor agrees to secure, at or before the time of execution of this Master Purchase Order, the following insurance covering all operations, goods or services provided pursuant to this Master Purchase Order. Vendor shall keep the required insurance coverage in force at all times during the term of the Master Purchase Order, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Master Purchase Order. Such notice shall reference the Master Purchase Order listed on the signature page of this Master Purchase Order. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Vendor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's Master Purchase Order. Vendor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Master Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of the Vendor. The Vendor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Master Purchase Order.

Vendor may not commence services or work relating to this Master Purchase Order prior to placement of coverages required under this Master Purchase Order. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not

comply with all insurance requirements set forth in this Master Purchase Order shall not act as a waiver of Vendor's breach of this Master Purchase Order or of any of the City's rights or remedies under this Master Purchase Order. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements. For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Vendor and sub-contractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured. For all coverages required under this Master Purchase Order, Vendor's insurer shall waive subrogation rights against the City. Vendor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Master Purchase Order) procure and maintain coverage as approved by the Vendor and appropriate to their respective primary business risks considering the nature and scope of services provided. Vendor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Vendor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate. Vendor shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Master Purchase Order.

21. Severability:

If any provision of this Master Purchase Order, except for the provisions requiring appropriation and encumbering of funds and limiting the total amount payable by City, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity of the remaining portions or provisions shall not be affected if the intent of City and Vendor can be fulfilled.

22. Survival:

All terms and conditions of this Master Purchase Order which by their nature must survive termination/expiration shall so survive. Without limiting the foregoing, Vendor's insurance, warranty and indemnity obligations shall survive for the relevant warranty or statutes of limitation period plus the time necessary to fully resolve any claims, matters or actions begun within that period.

23. No Construction Against Drafting Party:

No provision of this Master Purchase Order shall be construed against the drafter.

24. Status of Vendor/Ownership of Work Product:

Vendor is an independent contractor retained on a contractual basis to perform services for a limited period of time as described in Section 9.1.1E(x) of the Charter of City. Vendor and its employees are not employees or officers of City under Chapter 18 of the D.R.M.C. for any purpose whatsoever. All goods, deliverables, hardware, plans, drawings, reports, submittals and all other documents or things furnished to City by Vendor shall become and are the property of City, without restriction. Ownership rights shall include, but not be limited to the right to copy, publish, display, transfer, prepare derivative works, or otherwise use materials. Software licenses terms may be incorporated herein by an End User License Agreement signed by the Director of Purchasing. Any 'click-wrap' electronic acceptance or other terms and conditions not agreed to in writing by the Director of Purchasing are of no force and effect.

25. Examination of Records and Audits:

Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Vendor's performance pursuant to this Master Purchase Order, provision of any goods or services to the City, and any other transactions related to this Master Purchase Order. Vendor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Master Purchase Order or expiration of the applicable statute of limitations. When conducting an audit of this Master Purchase Order, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Vendor to make disclosures in violation of state or federal privacy laws. Vendor shall at all times comply with D.R.M.C. 20-276.

26. Remedies/Waiver:

No remedy specified herein shall limit any other rights and remedies of City at law or in equity. No waiver of any breach shall be construed as a waiver of any other breach.



27. No Discrimination in Employment:

In connection with the performance of work under the Master Purchase Order, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

28. Use, Possession or Sale of Alcohol or Drugs:

Vendor shall cooperate and comply with the provisions of Executive Order 94. Violation may result in City terminating this Master Purchase Order or barring Vendor from City facilities or from participating in City operations.

29. Conflict of Interest:

No employee of City shall have any personal or beneficial interest in the goods/services described in this Master Purchase Order; and Vendor shall not hire or contract for services any employee or officer of City which would be in violation of City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

30. Advertising and Public Disclosure:

The Vendor shall not include any reference to the Master Purchase Order or to services performed or goods purchased pursuant to the Master Purchase Order in any of the Vendor's advertising or public relations materials without first obtaining the written approval of the Director of Purchasing.

31. Intellectual Property:

Any research, reports, studies, data, photographs, negatives or other documents, drawings or materials (collectively "materials") delivered by Vendor in performance of its obligations under this Master Purchase Order shall be the exclusive property of City. Ownership rights shall include, but not be limited to the right to copy, publish, display, transfer, prepare derivative works, or otherwise use materials. Software license terms may be incorporated herein by an End User License Agreement signed by the Director of Purchasing. Any 'click-wrap' agreement, terms of use, electronic acceptance or other terms and conditions not agreed to in writing by the Director of Purchasing are of no force and effect.

32. Federal Provisions:

Where the source of the funds, directly or indirectly for this Purchase Order is the Federal Government, the Vendor agrees to the applicable provisions set out below. The Vendor shall be responsible for determining which terms are applicable to its products and/or services.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE Vendor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). **DAVIS-BACON ACT COMPLIANCE** Vendor agrees to comply with the Davis-Bacon Act (40 U.S.C. 3148 to 3148) as supplemented by Department of Labor regulations (29 CFR part 5). **ANTI-KICKBACK ACT COMPLIANCE** Vendor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). **CONTRACT WORK HOURS AND SAFETY STANDARDS** Vendor agrees to comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT** Vendor agrees to comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. **CLEAN AIR AND WATER REQUIREMENTS** Vendor agrees to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et. seq.), and the Clean Water Act (33 U.S.C. 1251 et. seq.). Vendor agrees to report each violation of these requirements to the City and understands and agrees that the City will, in turn, report each violation as required to the appropriate EPA regional office. **ENERGY CONSERVATION REQUIREMENTS** The Vendor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (42 U.S.C. 6201) **NO SUSPENSION OR DEBARMENT** Vendor certifies that neither it nor its Principals or any of its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency. **BYRD ANTI-LOBBYING.** If the Maximum Contract Amount exceeds \$100,000, the Vendor must complete and submit to the City a required certification form provided by the City certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing

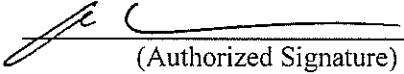


or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any Federal contract grant of any other award covered by 31 U.S.C. 1352. Vendor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

This Master Purchase Order is acknowledged and agreed to by:

Vendor Name: K&H Printers-Lithographers, Inc.
(Company Name)

City & County of Denver, Purchasing Division

By: 
(Authorized Signature)

By: Elizabeth Hewes

Print Name: Ryan Dotson

Print Name: Elizabeth Hewes

Title: Director of Finance

Title: Senior Procurement Analyst

Date: 10-17-22

Date: 10/19/2023

Procurement Manager: bdh

Purchase pursuant to 3.26(e)-This Master Purchase Order is contingent on Council approval and is void without such action.

EXHIBIT "A"

Supplier: SC-00004194
Solicitation/ Award Title: Printing and Mailing of the City and County of Denver Election Ballots
Solicitation No. /Internal File 0681A0119
Reference Location:

It is recommended that you use your Supplier Contract No. – SC-00004194, in all future correspondence, billing, invoicing or other communications.

Description of the goods, and services related thereto, being purchased and pricing:

1) GENERAL SCOPE OF THIS AGREEMENT

This contractual agreement between the Supplier and the City and County of Denver, shall be for the printing and mailing of election ballots for the Elections Division. The Elections Division shall serve as the central point of contact for this contract for all orders, invoices, and project management.

No other City Agency shall use this contractual agreement, unless otherwise authorized by the General Services Purchasing Division. Use of this contract by an unauthorized City Agency shall result in the termination of the request from the Agency.

2) F.O.B. POINT

All prices quoted shall be at a firm price F.O.B. Denver, Colorado, delivered to the following locations:

Elections Division
200 West 14th Ave., Suite 100
Denver, CO 80204

General Mail Facility
7500 East 53rd Place
Denver, CO 80266

Locations may be updated and/or added during the term of the supplier contract. All pricing submitted shall be firm and fixed to all locations for the City and County of Denver.

3) ELECTION PLANNING AND RESEARCH

The Supplier shall perform and adhere to the following items that are considered to be part of the planning and research during each defined/requested need:

- 1) Assign one project manager and one additional employee to coordinate communication and production during each election cycle.
- 2) Conduct a pre-election meeting or conference call with Denver Elections to proactively communicate the production timeline, at a date established by Denver Elections.
- 3) Cooperate with Denver Elections regarding project details and to establish a production timeline for all election related materials in consideration of statutory requirements and deadlines.
- 4) Agree to material quantities in advance.

4) ELECTION DATA TRANSFER, VERIFICATION, AND STORAGE

The Supplier shall perform and adhere to the following items that are considered to be part of the data transfer, verification, and storage during each defined/requested need:

- a) Receive initial voter data lists for standard voters from Denver Elections, as well as one or more supplemental voter data lists.
 - i) Data files will be exported from the Colorado SCORE (Statewide Voter Registration System) voter registration database in a text format.
 - ii) Denver Elections will provide a document indicating the fields in each record.
 - iii) The data file identifies the appropriate ballot style for each mail voter.
- b) Send email communication to Denver Elections after receipt of each voter data file to confirm receipt and the number of voters in each file.
- c) Evaluate address standardization and conformity per USPS – Coding Accuracy Support System (CASS) requirements in order to achieve the lowest non-profit bulk rate available.
- d) Sort each data file into zip code + 4.
- e) Create a 3-of-9 barcode that is unique for each voter that includes the ballot tracking number.
- f) Use printing best practices to establish a quality control process verifying that the correct contents have been inserted inside each mail ballot packet.
- g) Assign an outgoing IMB (Intelligent Mail Barcode) barcode and number to every voter in the data file.
- h) Provide a tracking file (CSV or Excel) of IMB barcode assignments by voter on an FTP (File Transport Protocol) server for daily download by Denver Elections.

****CSV Format****

With these headers: "First Name","Middle Name","Last Name","Suffix","ZIP+4","TRACKING NUM","ELECTION ID","VOTER ID","PRECINCT","Routing Number","Outbound IMB","Inbound IMB"

5) ELECTION BALLOT ENVELOPE PREPARATION AND PRINTING

The Supplier shall perform and adhere to the following items that are considered to be part of the ballot envelope preparation and printing, during each defined/requested need:

- a) Receive copy and any graphic design files (PDF) or specifications for outgoing and return envelopes from Denver Elections. Envelope styles will include:
 - i) Two (2) styles of Outgoing envelopes (Uniformed and Overseas Citizens Absentee Voting Act [UOCAVA] and standard).
 - ii) Three (3) styles of Return envelopes (UOCAVA, ID Required, and standard).
 - iii) One (1) style of Provisional envelopes.
- b) Requirements for envelopes are as follows:
 - i) **Outgoing Envelopes** shall include, but not be limited to, the following:
 - (1) Variable printing of voter name and address.



- (2) Variable printing of voter-specific Outgoing IMB Tracking Barcode.
 - (3) Return address for Denver Elections Division in the upper left-hand corner.
 - (4) Approved 'Official Election Mail' logo per most current U.S. Postal Service mail guidelines.
 - (5) Non-Profit indicia - Denver Elections postal permit number or Contractor's postal permit number, *to be determined at a later date*
 - (6) "RETURN SERVICE REQUESTED" endorsement or most current U.S. Postal Service verbiage to denote that undeliverable ballots are NOT to be forwarded but ARE to be returned to the Denver Clerk and Recorder.
 - (7) At Denver Elections Division's option, the inclusion of a cellophane rectangle covering windows on the envelope.
 - (8) A mechanism for verifying which ballot style has been inserted into the mail ballot packet.
 - (a) This mechanism shall not require additional equipment and must be readable by the naked human eye.
 - (9) Additional language and artwork as provided in the copy and graphic design files.
- ii) **Return Envelopes** shall include, but not limited to, the following:
- (1) Variable printing of Voter ID number, precinct, and ballot style numbers.
 - (2) Variable printing of voter-specific address information.
 - (3) Variable printing of Ballot Tracking Number and corresponding Barcode
 - (4) Approved 'Official Election Mail' logo per most current U.S. Postal Service mail guidelines.
 - (5) Variable printing of voter-specific return IMB Tracking Barcodes.
 - (6) Additional language and artwork as provided in the copy and graphic design files.
 - (7) Options for color paper to distinguish Denver ballots from other Colorado ballots with color will be determined at a later date
 - (8) Vendor must send 30 samples of all 3 styles of return envelopes with sprayed data to Denver Elections at least 55 days prior to election day for testing.
- iii) **Provisional Envelopes** shall include, but not limited to, the following:
- (1) Variable printing of a Denver specific sequence number.
 - (2) 3.5 inch tapered flap with perforated tab.
 - (3) 0.5 inch strip of covered adhesive on flap.
 - (4) Additional language and artwork as provided in the copy and graphic design files.
- c) Timely deliver actual-size, high-resolution PDF proofs of all ballot envelopes to Denver Elections via email or secure file transfer protocol (SFTP). Contractor must accommodate as many requested revisions from Denver Elections to the design layouts as necessary.
- i) The Contractor shall provide all outgoing and return envelopes to a U.S. Postal Service mail piece design analyst and send official notice of approval to Elections Department staff within one (1) business day of receipt of the approval.
- d) Delivery of final PDF proofs of all ballot envelopes to Denver Elections.
- e) Receive written approval from Denver Elections that production of final ballot envelopes may begin.
- f) Print envelopes for mailing with voter-specific variable printing in accordance with the voter data files received from Denver Elections.
- g) Print additional stock ballot envelopes in specified quantities and styles and send to Denver Elections for in-office use.



6) ELECTION BALLOT PREPARATION AND PRINTING

The Supplier shall perform and adhere to the following items that are considered to be part of the ballot preparations and printing during each defined/requested need:

- a) Provide a secure FTP server for the secure transfer of ballot design files.
- b) Receive camera-ready PDF's from Denver Elections of every ballot design prior to each election.
 - i) The Contractor shall not alter the provided artwork or data file in any way, unless specified by the Denver Elections Division. This includes, but is not limited to, changing ballot layout, response positions, timing marks, ballot size, or any other characteristic.
- c) Receive print mock-ups for ballot stub overlays (if ballot stub necessary for insertion) that include:
 - i) Style number.
 - ii) Variable sequence number.
 - iii) Any additional static artwork that may be required for the stub
- d) Produce one set of hard-copy proofs that includes a proof of every precinct ballot style (one per PDF design file) that is an exact representation of the final product. The set of hard-copy proofs will be used by Denver Elections for verification of correct coding and layout of each district ballot style. Contractor shall deliver the hard-copy proofs via overnight mail to Denver Elections for next-day review. The Denver Elections Division may request that the set of proofs have an affixed stub, and is scored in the same manner that the live mail ballots will be for folding and insertion.
- e) Produce a "Test Deck" that includes pre-marked (voted) ballots in every precinct ballot style and an expected results report. The quantities of pre-marked ballot styles, the voting pattern, and the sort order will be provided by Denver Elections in advance. Deliver the "Test Deck" to Denver Elections by the deadline specified in the production timeline. Print "Test Deck" ballots as follows:
 - i) In the quantities and styles specified by Denver Elections for each election.
 - ii) In accordance with the manufacturer's specifications for Denver Elections' ballot tabulation system.
 - iii) Folded, divided by style (with conspicuous, double-sided dividers of a different color and thicker than the width of one folded ballot) and packed into boxes.
 - iv) Ballots must be packed in the box in a manner that allows them to remain standing and in sequential order.
 - v) Each box must include a removable lid and must be labeled so that the styles, quantities, and assigned polling location are visible when the boxes are staged on a cart with or without a lid. The label must be visible on either side of the box.
- f) Receive written approval from Denver Elections that production of final ballots may begin.
- g) Delivery of PDF ballot artwork for each style to Denver Elections after receiving final approval.
- h) Print mail ballots as follows:
 - i) In specified quantities and styles in accordance with the voter data files received from Denver Elections. *Dates will be specified in the production timeline.*
 - ii) In accordance with the manufacturer's specifications for Denver Elections' ballot tabulation system.
 - iii) With the option of a perforated removable stub if needed for insertion that may include variable overlay printing.



- i) Print VSPC ballots as follows:
 - i) In the quantities and styles specified by Denver Elections for each election.
 - ii) In accordance with the manufacturer's specifications for Denver Elections' ballot tabulation system.
 - iii) With the option of a perforated removable stub if needed to pad the ballot by style. Ballot stub may include variable overlay printing.
 - iv) With the option to be folded, divided by style (with conspicuous, double-sided dividers of a different color and thicker than the width of one folded ballot) and boxed by polling location.
 - v) Ballots must be packed in the box in a manner that allows them to remain standing and in sequential order as the stock is exhausted.
 - vi) Each box must include a removable lid and must be labeled so that the styles, quantities, and assigned polling location are visible when the boxes are staged on a cart with or without a lid. The label must be visible on either side of the box.
- j) Maintain controlled on-site access to spaces where the ballots are printed and stored.

7) ELECTION MATERIAL AND BALLOT PACKET INFORMATION

The Supplier shall perform and adhere to the following items that are considered to be part of the data transfer, verification, and storage during each defined/requested need:

- a) Election Material Preparation:
 - i) Receive copy and any graphic design files (PDF) or specifications for ballot packet materials from Denver Elections. The Contractor shall not alter the provided artwork or data file in any way. Ballot packet materials may include, but not be limited to:
 - ii) Three (3) styles of voter instruction sheets (Standard, ID Required and UOCAVA).
 - iii) Prepare/cut blank ballot paper for ballot printing at Contractor and at Denver Elections.
 - iv) Supply unlabeled boxes for packing additional ballots offered at VSPCs.
 - v) Printing quantities and shipping specifications will be agreed to in advance of each election cycle.
- b) Ballot Material Preparation:
 - i) Receive copy and any graphic design files (PDF) or specifications for ballot packet materials from Denver Elections. The Contractor shall not alter the provided artwork or data file in any way. Ballot packet materials will include:
 - (1) All styles of voter instruction sheets, including UOCAVA, ID Required, and Standard in English and Spanish.
 - (2) Instructions also include a removeable "I Voted" sticker.
- c) Print quantity of ballot packet materials based on quantity indicated in voter data file.
- d) Score, fold, and assemble ballot packets for each voter by inserting the voter instruction sheet, corresponding ballot and matching ballot return envelope into the matching Outgoing envelope. *Denver Elections will determine any additional inserts prior to each election.*
- e) The Contractor must be able to accept a "voided ballot file" based on the established production timeline prior to the mailing date of the ballots and remove voided ballots before the mailing enters the mail stream.
- f) Storage of ballot packets shall be at a secure location prior to delivery to a U.S. Postal Service General Mail Facility. A secure location must, at a minimum, include the following:

- i) 24/7/365 video surveillance
 - (1) Surveillance video shall be stored for at least fourteen (14) days following the election
- ii) Vendor controlled access
- iii) GPS tracking for vehicles transporting ballots
- iv) Background checks on all employees with access to the areas where ballots are printed and stored that should flag any election or other fraud violations
- v) Destruction of all voter data files must be done within industry standard practices and may be subject to review and witness by the Elections Division

8) DELIVERY AND MAILING REQUIREMENTS

When a date is set for the delivery of merchandise or the performance of work, said merchandise must be delivered or work performed in accordance with the specifications or description herein contained on or before said date.

The Supplier shall also be responsible for the following delivery and mailing requirements:

- a) Tender mail ballot packets to a U.S. Postal Service General Mail Facility for receipt and delivery to the Denver General Mail Facility, in accordance with deadlines set in the production timeline.
- b) Provide a copy of the official U.S. Postal Service Postage Statement to Denver Elections within 24 hours of tender to substantiate postage cost and mail piece count.
- c) All printing with mailing jobs will have the postage costs using the Elections postage permit. In the event that the mailing costs exceed the quoted pricing submitted by the Vendor, the City will allow for a one-half cent variance. All other mailing costs that exceed this amount shall be absorbed by the Vendor.
- d) Example – The Vendor proposes a mailing cost of \$0.17/piece and the actual mailing cost is \$0.185/piece. The City will absorb costs up to \$0.175/piece, with the Vendor absorbing the \$0.01/piece difference.
- e) Deliver Health Care Facility mail ballot packets to Denver Elections for hand delivery to qualified group residential facilities.
 - i) Packets shall be sorted by Health Care Facility Location.
 - ii) Denver Elections will supply Health Care Facility ballot data in a format compliant with vendor and shall include the name of the facility at which the ballots will be delivered.
- f) Deliver VSPC ballots to Denver Elections as boxed by location no later than three weeks prior to Election Day.

9) DELIVERY SCHEDULE AND MILESTONE DATES

Milestone dates, as of agreement to this contract, for the 2024 Election cycle include:

2024 PRESIDENTIAL PRIMARY ELECTION	
January 5	Date for Coordinated Election ballot content to be certified
January 20	Deadline to mail ballots to eligible military and overseas voters (UOCAVA)
February 12	First date that mail ballots may be mailed to voters for the Coordinated Election
February 16	Last date that initial mail ballots may be mailed to voters for the Coordinated Election
February 27	Last date that supplemental mail ballots may be mailed to voters for the Coordinated Election
March 5	Presidential Primary Election Day

2024 STATEWIDE PRIMARY ELECTION	
April 26	Date for Coordinated Election ballot content to be certified
May 11	Deadline to mail ballots to eligible military and overseas voters (UOCAVA)
June 3	First date that mail ballots may be mailed to voters for the Coordinated Election
June 7	Last date that initial mail ballots may be mailed to voters for the Coordinated Election
June 18	Last date that supplemental mail ballots may be mailed to voters for the Coordinated Election
June 25	Statewide Primary Election Day

2024 PRESIDENTIAL GENERAL ELECTION	
September 6	Date for Coordinated Election ballot content to be certified
September 21	Deadline to mail ballots to eligible military and overseas voters (UOCAVA)
October 14	First date that mail ballots may be mailed to voters for the Coordinated Election
October 18	Last date that initial mail ballots may be mailed to voters for the Coordinated Election
October 29	Last date that supplemental mail ballots may be mailed to voters for the Coordinated Election
November 5	Presidential General Election Day

The anticipated timeline for all other elections that will be covered by this contractual agreement appear in the table below. Denver Elections and the Vendor will agree on specific delivery dates at the beginning of each election cycle.



ELECTION TIMELINE (FUTURE ELECTIONS)	
60 Days Before Election Day	Date for Election ballot content to be certified
45 Days Before Election Day	Deadline to mail ballots to eligible military and overseas voters under the Uniformed and Overseas Citizens Absentee Voting Act (UOCAVA)
22 Days Before Election Day	First date that mail ballots may be mailed to voters for the Election
18 Days Before Election Day	Last date that initial mail ballots may be mailed to voters for the Election
7 Days Before Election Day	Last date that supplemental mail ballots may be mailed to voters for the Election
First Tuesday in November	Coordinated Election Day
First Tuesday after the First Monday in November in even years	General Election Day
First, Second or Third Tuesday in March every four years beginning in 2020	Presidential Primary Election Day
Last Tuesday in June in even years	Statewide Primary Election Day
First Tuesday in April in odd-numbered years (every 4 years)	Municipal General Election Day
First Tuesday in June every four years beginning in 2019	Municipal Run-Off Election Day

10) INVOICING REQUIREMENTS

Supplier invoices shall provide and include the following details:

- Invoice number
- Invoice date
- Itemized charges, including unit of measurement
- Total charge
- Service date(s) or service period
- Supplier Contract number – SC-#####
- PO number (will be provided to Supplier with each internal Agency request)
- Delivery location (Building name and address)

Supplier shall provide all invoices as soon as they are available, with all invoices being submitted to the City Agency Contact listed on each purchase order no later than thirty (30) calendar days after each election.

11) LIQUIDATED DAMAGES

If the Supplier fails to deliver the supplies or perform the services within the time specified in the contract and subsequent purchase orders, or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the vendor shall pay to the City as fixed, agreed and liquidated damages for each calendar day of delay, the amount of Twenty Thousand Dollars (\$20,000.00) per calendar day. The City may terminate this contract in whole or in part as provided in the "Default" provision. In that event, the Supplier shall be liable for such liquidated damages accruing until such time as the City may reasonably obtain delivery or performance of similar supplies and services. The Supplier shall not be charged



with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Supplier.

12) SAMPLES AND SITE INSPECTIONS DURING THE CONTRACTUAL PERIOD

Upon request, the Supplier is required to furnish a sample of the goods and/or services to be supplied at no cost to the City and County of Denver. The sample must be submitted, at no expense to the City, within seven (7) calendar days from the date of request. Any sample submitted shall create an express warranty that the whole of the goods and/or services shall conform to the sample submitted. All samples become the property of the City.

The City may request samples in the event that a Supplier would like to propose a Supplier Equivalent type of paper or envelope during the course of this contractual agreement. The City retains the sole right to determine if a Supplier's Equivalent will meet or exceed the City's requirements.

During the contractual agreement with the Supplier, the City may request samples of prints prior to an authorized print run, to ensure quality standards are continually being adhered to.

The City also reserves the right to visit all Supplier owned and operated locations where the City's election ballots are printed, housed, and packed, in order to ensure that all printing, mailing, and security requirements are being adhered to.

13) EMERGENCY PURCHASES

The City and County of Denver reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the vendor.

14) COOPERATIVE PURCHASING

The City and County of Denver encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions, pursuant to Denver Revised Municipal Code Sec. 20-64.5. To the extent other governmental jurisdictions are legally able to participate in cooperative purchasing endeavors, the City and County of Denver supports such cooperative activities. Further, it is a specific requirement of this contractual agreement that pricing offered herein to the City and County of Denver may be offered by the Supplier to any other governmental jurisdiction purchasing the same products.

The Supplier must deal directly with any governmental agency concerning the placement of purchase orders, freight charges for destinations outside of the Denver Metro area, contractual disputes, invoicing, and payment. The City and County of Denver shall not be liable for any costs, damages incurred by any other entity.

15) SUPPLIER PERFORMANCE MANAGEMENT

The City may administer a Supplier performance management program as part this contract. The purpose of this program is to create a method for documenting and advising the City of exceptional performance or any problems related to the purchased goods and services.

16) PRICING

All pricing from Exhibit C contained in the following pages shall be pricing that is firm and fixed for the duration of the entire life of this contractual agreement, including any extensions.



Exhibit C:

Price

Bid Item # 1

11" Ballots		
Bid Item #	Description	Price for Nov 2022
1.11".A	11" Ballots, 1 card, 2 sided	\$330.00
1.11".B	11" Ballots, 2nd card, 2 sided	\$330.00
1.11".C	11" Ballots, 3rd card, 2 sided	\$330.00
14" Ballots		
Bid Item #	Description	Price for Nov 2022
1.14".A	14" Ballots, 1 card, 2 sided	\$330.00
1.14".B	14" Ballots, 2nd card, 2 sided	\$330.00
1.14".C	14" Ballots, 3rd card, 2 sided	\$330.00
18" Ballots		
Bid Item #	Description	Price for Nov 2022
1.18".A	18" Ballots, 1 card, 2 sided	\$330.00
1.18".B	18" Ballots, 2nd card, 2 sided	\$330.00
1.18".C	18" Ballots, 3rd card, 2 sided	\$330.00
One Inch (1") Stub		
Bid Item #	Description	Proposed Pricing
1.OIS.A	Additional 1" Stub, if a stub is required for insertion purposes	\$0.00

Bid Item # 2

Bid Item #	Description	Price for Nov 2022
2.11".A	11" Ballots, 1 card, 2 sided	\$640.00
2.11".B	11" Ballots, 2nd card, 2 sided	\$430.00
2.11".C	11" Ballots, 3rd card, 2 sided	\$430.00
14" Ballots		
Bid Item #	Description	Price for Nov 2022
2.14".A	14" Ballots, 1 card, 2 sided	\$640.00
2.14".B	14" Ballots, 2nd card, 2 sided	\$430.00
2.14".C	14" Ballots, 3rd card, 2 sided	\$430.00
18" Ballots		
Bid Item #	Description	Price for Nov 2022
2.18".A	18" Ballots, 1 card, 2 sided	\$640.00
2.18".B	18" Ballots, 2nd card, 2 sided	\$430.00
2.18".C	18" Ballots, 3rd card, 2 sided	\$430.00
Recycled Content Inserts and Envelopes		
Bid Item #	Description	Price for Nov 2022
2.RCIE.A	Envelopes - Outer	\$95.34
2.RCIE.B	Envelopes - Return	\$101.76
2.RCIE.C	Instruction Sheets	Quote Time of Order
2.RCIE.D	Provisional Envelopes	Quote Time of Order
One Inch (1") Stub		
Bid Item #	Description	Price for Nov 2022
2.OIS.A	Additional 1" Stub, if a stub is required for insertion purposes	\$0.00