

# Master Purchase Order

<b>DO NOT INVOICE TO THIS ADDRESS</b>		Master Purchase Order No. 0681A0112	
City & County of Denver		Date: 1/11/2012	Revision No.
Purchasing Division		Payment Terms	Net 30
201 West Colfax Avenue, Dept. 304		Freight Terms	DESTINATION
Denver, CO 80202		Ship Via	Vendor
United States		Buyer:	Joe Saporito
Phone: 720-913-8100 Fax: 720-913-8101		Phone:	720-913-8118

Vendor: 0000084768      Phone: 800-681-1171      Fax: 800-233-1557

Prodocument Solutions, Inc.  
 dba Pro Vote Solutions  
 1760 Commerce Way  
 Paso Robles, CA. 93446

Ship To: Elections Division locations  
  
 Bill To: Accounts Payable  
 201 West Colfax Department 908  
 Denver, Colorado  
 80202  
 or  
 As Specified By Agency

Attn: Brian Lierman  
 brianl@provotesolutions.com

**1. Goods/Services:**

Prodocument Solutions, a California corporation, ("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 Agreement 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. Extension or Renewal:**

The effective period of this Master Purchase Order shall be from date of City signature to and including December 31, 2012. It is also a specific provision of this Master Purchase Order that the City and the vendor may mutually agree to renew and continue the contract or agreement consummated under this Master Purchase Order for additional periods of one year at the same prices, terms and conditions. However, no more than three (3) yearly extensions shall be made to the original Master Purchase Order.

**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:**

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 (3) 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 Master Purchase Order. Vendor shall perform all services in accordance with the standard of care exercised by highly competent vendors who perform like or similar services.

**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 Master 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 One Million Two Hundred Fifty Thousand Dollars (\$1,250,000). The Vendor acknowledges that any goods/services provided beyond those specifically described in **Exhibit A** are performed at Contractor'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 Manager of General Services or his 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 Master 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 Master 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 Master Purchase Order. Notwithstanding anything contained in this Master 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 shall secure, before delivery of any goods/services, the following insurance covering all operations, goods and services provided to City. Vendor shall keep the required insurance coverage in force at all times during the term of the Purchase Order, or any extension thereof, during any warranty period, and for three (3) years after termination of this Purchase Order. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision stating "Should any of the above-described policies be canceled or non-renewed before the expiration date thereof, the issuing company shall send written notice to the Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202. Such written 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." Additionally, Vendor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the address above by certified mail, return receipt requested. If any policy is in excess of a deductible or self-insured retention, City must be notified by Vendor. Vendor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of Vendor. Vendor shall provide a copy of this Purchase Order to its insurance agent or broker. Vendor may not commence services or work relating to the Purchase Order prior to placement of coverage. Contractor certifies that the attached certificate of insurance attached to the Purchase Order documents, preferably an ACORD certificate, complies with all insurance requirements of this Purchase Order. 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 Purchase Order shall not act as a waiver of Vendor's breach of this Purchase Order or any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements. Vendor's insurer shall name as Additional Insured to its Commercial General Liability and Business Auto Liability policies the City and County of Denver, its elected and appointed officials, employees and volunteers. Vendor's insurer shall waive subrogation rights against the City. All sub-contractors and sub-consultants (including independent contractors, suppliers or other entities providing goods/services required by this Purchase Order) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Vendor. Vendor shall include all such entities as insureds under its policies or shall ensure that they all maintain the required coverages. Vendor shall provide proof of insurance for all such entities upon request by City. For Worker's Compensation Insurance, 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 for each bodily injury occurrence claim, \$100,000 for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Vendor expressly represents to City, as a material representation upon which City is relying, that none of the Vendor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Purchase Order, and that any such rejections previously effected, have been revoked. Vendor shall maintain Commercial General Liability coverage with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate. Vendor shall maintain Business Auto Liability coverage with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-hired vehicles used in performing services under this Purchase Order. For Commercial General Liability coverage, the policy must provide the following: (i) That this Purchase Order is an Insured Contract under the policy; (ii) Defense costs in excess of policy limits; (iii) A severability of interests, separation of insureds or cross liability provision; and (iv) A provision that coverage is non-contributory with other coverage or self-insurance provided by City. For claims-made coverage, the retroactive date must be on or before the first date when any goods or services were provided to City. Vendor must advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

**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. Bonds shall survive as long as any warranty 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, software, 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.

**25. Records and Audits:**

Vendor shall maintain for three (3) years after final payment hereunder, all pertinent books, documents, papers and records of Vendor involving transactions related to this Master Purchase Order, and City shall have the right to inspect and copy the same.

**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:**

Vendor shall not refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and Vendor shall insert the foregoing provision in any subcontracts hereunder.

**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. No Employment of Illegal Aliens to Perform Work Under The Agreement:**

a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").

b. The Contractor certifies that:

- (1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
- (2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

c. The Contractor also agrees and represents that:

- (1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.
- (4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Contractor to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
- (5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or

subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

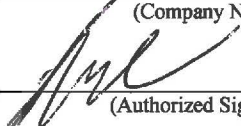
- (6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S, or the City Auditor, under authority of D.R.M.C. 20-90.3.

d. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

This Master Purchase Order is acknowledged and agreed to by:

City & County of Denver, Purchasing Division

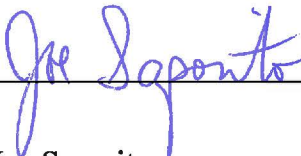
Vendor Name: Prodocument Solutions  
(Company Name)

By:   
(Authorized Signature)

Print Name: Brian Herman

Title: V.P. ProVote Solutions

Date: 1/12/12

By: 

Print Name: Joe Saporito

Title: Senior Buyer

Date: 1/17/12

## EXHIBIT "A"

Vendor: Prodocument Solutions  
Title: Voting Ballot Printing/Mailing  
Master Purchase Order No.: 0681A0112

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**It is recommended that you use your Master Purchase Order No. - 0681A0112, in all future correspondence, billing, invoicing or other communications.**

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

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**SCOPE OF WORK AND TECHNICAL REQUIREMENTS:**

This contract between the City and County of Denver (the City) and Prodocument Solutions (vendor) is for the purchase of printing and mailing voting ballots. The vendor shall provide all materials and services related to the City's ballot printing needs. All ballots shall be prepared in accordance with the Sequoia Voting System's "Ballot and Ballot Printing Specification Manual" manual AND all Denver-specific packaging and delivery guidelines.

**BALLOT INFORMATION:**

Each election requires a separate ballot style for each precinct included in the election. For Primary Elections, each precinct may require a different ballot style for each political party. Thus, each election could require anywhere from 350 to 1716 different ballot styles. Regardless of the number of ballot styles (faces) needed for an election, a separate PDF shall be supplied for each one of those ballot styles. The vendor shall produce a certain quantity of finished ballots for each of the PDF's supplied. The quantity of ballots required for each style will vary by district.

Ballot length may vary depending on the amount of information included in the election. A "ballot" refers to the entire length of any given ballot style; therefore, a ballot may consist of a single card or multiple cards. In addition, each ballot card may also be printed on one or two sides.

**FLAT BALLOT PRINTING:**

For flat ballot printing, the Denver Elections Division shall provide the vendor with PDF files (of each style of ballot for each different precinct) which provide a picture image of each ballot face which includes all races, candidates, and questions that should appear on each ballot. The vendor shall be responsible for performing all printing, packaging and delivering all official ballots for Denver Elections. Flat Ballots printed shall not be numbered, perforated, scored or folded but shall be packaged and delivered to the Elections Division. The vendor shall package the ballots into shrink-wrapped packages of 100 ballots maximum for each ballot style and then boxed with the appropriate style numbers and quantities labeled on the box or packaged by site by quantities directed by the Denver Elections Division.

If a ballot consisting of multiple cards is required for the election, all flat ballots shall be packaged with ballots collated by style; that is, each required card for a style is packaged together, with each ballot style ready for distribution to the voter from a single package. For example, in the event of a multiple card scenario (A-B), the ballots in each package and box should be collated AB, AB, AB, etc.

<b>Flat Ballot</b>	
<u>Official Ballots</u>	Size: 9.75" x 14" or 17" Paper: 110# Index

**MAIL IN BALLOTS:**

For mail ballots, the Denver Elections Division shall provide the vendor with an electronic file of all the voters requesting a mail-in ballot for the election. The vendor shall be responsible for creating a mail-in packet for each voter included in the file. The electronic voter file shall list each voter's name, mailing address, voter identification number, party affiliation and ballot style number. The list shall also designate if the voter is required to send proof of ID in along with their ballot. The packet for each voter shall include: An outer envelope, a return envelope, an official ballot, secrecy sleeve, instruction sheet. Vendor is required to use Intelligent Mail Barcoding system as this capability is required for tracking mail ballots. Vendor will deliver ballots to the USPS General Mail Facility (GMF) Non-profit presort presorted by zip code.

The vendor shall be responsible for printing/preparing all envelopes, secrecy sleeves and instruction sheets in advance of ballot printing (according to the attached Production Schedule) so that those materials are ready for use in the mail-in ballot packets. All the included materials shall be prepared before any mailing packet can be assembled. The printing of the ballots can only begin after certification by the State. The City requires these items be completed in advance of any ballot printing.

The vendor shall prepare all envelopes and mail-in ballot packets to comply with all postal regulations. The Political Mail Unit of the USPS shall approve all envelopes, packets, ink-jetted addresses, Intelligent Mail Barcode, etc. in advance of the actual mailing dates. Vendor shall provide the Elections Division with at least 10 test packets which shall contain all items listed in the tables below. Elections shall obtain approval from the USPS and notify vendor of approval or disapproval.

<b>Mail In Ballots</b>	
<u>Outer Envelopes*</u>	Size: 6.125" x 11.125" Flap Size: 1.25" Front Window Size: 1.375" x 4.75" Front Window Location: .5" from left; 2 7/8" from bottom Back Window Size: 1" x 2.25" Back Window Location: 7.5" from left; .75" from bottom Outside Color: black and blue Paper: Buff Kraft 28#
<u>Return Envelopes*</u>	(3 Types: UOCAVA, ID Required, No ID Required) Size: 5.375" x 10.625" Flap Size: 2.5" Outside Color: black and blue Inside Color: gray screen Paper: Buff Kraft 28# Sealant will be adhesive tape Tab will contain a perforated privacy panel to cover voter signature

<u>Secrecy Sleeve</u>	Size: 5.625" x 10.25" No Flaps, closed on bottom and right end only Drill hole at middle of Envelope Paper: White 24#
<u>Voter Instructions</u>	Size: 8.5 x 14" Paper: 20#, Color to be determined
<u>Official Ballots</u>	Size: 9.75" x 17" Paper: 110# Index

\* Envelope specifications are subject to change

### **AUDITING:**

The Denver Elections Division may furnish inspectors to observe the printing of ballots at any time during the production and may conduct audits of mail ballot preparation at any time. Such inspectors shall have the authority to stop the presses or take any other action deemed necessary to ensure the proper printing and/or packaging of ballots.

In addition to maintaining all printing specifications outlined in Sequoia's Printing Manual, vendor is expected to maintain excellent quality and machine readability on all ballots produced. Vendor shall perform quality control inspections and readability checks throughout each run of ballots. Such inspections and checks should include all resources necessary, including passing ballots through scanners and/or comparisons of finished ballots to master ballot overlays. The on-site inspectors have the authority to refuse any ballots that do not meet the quality and cosmetic standards of the Denver Elections Division. Any ballots deemed unsatisfactory shall be re-made by the printer at no extra cost to the City.

### **BALLOT SECURITY:**

The vendor shall be responsible for taking precautions to maintain the security of all ballots and ballot printing materials; including maintaining limited access to the ballots and prohibiting the release of any ballots or ballot materials to anyone other than a City representative or an approved authority of the Denver Elections Division.

### **COMPLETION SCHEDULE:**

The Ballot Production Schedules and any Denver-specific guidelines for ballot printing shall be considered equal and essential parts of this contract. The completion dates are subject to change only at the exclusive discretion of the Denver Elections Division.

The completion dates specified by the Elections Division are critical. Once printing has begun, the vendor shall complete a proportional amount of styles and/or ballots daily relative to the number of days remaining until the completion dates listed. For example, if the Production Schedule requires ballots to be completed ten days after printing begins, approximately one-tenth (1/10) of the entire quantity of ballots must be completed on each of the ten days. This schedule is put in place to ensure that if an emergency should occur (i.e. flood, fire, or equipment failure) the City will have more time to take appropriate action.



<b>2012 Primary Election – Ballot Production Schedule</b>	
<b>Activity</b>	<b>Projected Date(s)</b>
Ballot Data Certified by Secretary of State	April 27 <sup>th</sup>
PDF's released to vendor(s)	May 2 <sup>nd</sup>
Deliver Test Ballots to DED	May 4 <sup>th</sup>
Voter file released to vendor – Original	May 21 <sup>st</sup>
Voter file released to vendor – Supplemental 1	May 29 <sup>th</sup>
Voter file released to vendor – Supplemental 2	June 5 <sup>th</sup>
Voter file released to vendor – Supplemental 3	June 12 <sup>th</sup>
Voter file released to vendor – Supplemental 4	June 19 <sup>th</sup>
Print Mail Ballots and collate packets Deliver mail ballot packets to GMF	May 22 <sup>nd</sup> – June 8 <sup>th</sup>
Deliver All flat ballots (Early Voting ballots and Election Day ballots) to DED	June 4 <sup>th</sup> Or 30 days after PDF files are received from Elections Division
Deliver any supplemental flat Polling Place ballots to DED	June 18 <sup>th</sup>

\*\* This Production Schedule is for the June 26, 2012 primary election only. Should the contract be renewed for 2013, a revised Production Schedule will be provided at the time of the contract renewal.

<b>2012 General Election – Ballot Production Schedule</b>	
<b>Activity</b>	<b>Projected Date(s)</b>
Ballot Data Certified by Secretary of State	September 10 <sup>th</sup>
PDF's released to vendor(s)	September 14 <sup>th</sup>
Deliver Test Ballots to DED	September 17 <sup>th</sup>
Voter file released to vendor – Original	October 1 <sup>st</sup>
Voter file released to vendor – Supplemental 1	October 9 <sup>th</sup>
Voter file released to vendor – Supplemental 2	October 16 <sup>th</sup>
Voter file released to vendor – Supplemental 3	October 23 <sup>rd</sup>
Voter file released to vendor – Supplemental 4	October 30 <sup>th</sup>
Print Mail Ballots and collate packets Deliver mail ballot packets to GMF	October 2 <sup>nd</sup> – October 19 <sup>th</sup>
Deliver All flat ballots (Early Voting ballots and Election Day ballots) to DED	October 14 <sup>th</sup> Or 30 days after PDF files are received from Elections Division
Deliver any supplemental flat Polling Place ballots to DED	October 29 <sup>th</sup>

\*\* This Production Schedule is for the November 6, 2012 general election only. Should the contract be renewed for 2013, a revised Production Schedule will be provided at the time of the contract renewal.

**TEST BALLOTS:**

The vendor shall furnish the Denver Elections Division with individual ballots of each style for testing purposes. The quantity of test ballots will be determined at the time the ballot order is placed but will not exceed the maximum quantities listed in the pricing sheet. Test Ballots shall be the first ballots produced and delivered by the printer after the final PDF files have been received. At least two separate test decks shall be produced, a "verification" deck, and a "marked" test deck. Ballots shall be marked using a 1,2,3 method. Elections Division will notify vendor immediately upon discovery of any problems. Printing of final ballots may begin immediately after Test ballots have been approved.

**ESTIMATED QUANTITIES:**

The quantity of any ballot style/type may be adjusted at any time up to and after the deadline for printing. Final cost of all ballot printing will be adjusted to the final quantity required. If additional ballots of any style are needed after the style has been printed, the additional ballots shall be furnished at the same cost as the originally-ordered quantities.

Quantities listed are the City's best estimate and do not obligate the Buyer to order or accept more than City's actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirement of the materials specified in this proposal for the contract period.

**PROJECT MANAGER:**

ProVote shall assign a Project Manager to the City's account. The Project Manager shall act as the single point of contact for the City and shall be responsible for all communications, schedules and other related details.

The Project Manager shall be perform, but not be limited to, the responsibilities listed below.

- Main point of contact for the City and County of Denver.
- Relay all information received from the City to the appropriate factory personnel.
- See that data is transmitted to/from the City to ProVote and Frederic\* as required.
- Review and approve all specifications, production runsheets and other information generated by ProVote for production at Frederic.
- Ensure adherence to the agreed upon production timeline for each election.
- Ensure all materials, envelopes and other supplies are proofed and approved by the City as required.
- Be available to the customer 24/7 as required.
- Once production begins at the Frederic facility, the Project Manager shall be onsite fulltime each day to monitor all stages of production, including quality control, and provide the City with daily progress reports.

\*Frederic Printing has been designated as the printer for Prodocument Solutions.

**F.O.B. POINT:**

All prices quoted must be quoted at a firm price F.O.B. Denver, Colorado, delivered to Elections Division and GMF.

Flat Ballots & Mail in Ballot Samples  
Elections Division  
200 W. 14<sup>th</sup> Ave., Ste.100  
Denver, CO. 80204

Mail in Ballots  
General Mail Facility  
7500 E. 53rd Place  
Denver, CO. 80266

**LIQUIDATED DAMAGES:**

If the vendor fails to deliver the supplies or perform the services within the time specified in the resulting contract/purchase order, or any extension thereof, the actual damages (including by way of example, but without limitation, direct and indirect, incidental, special and consequential damages) to the Clerk and Recorder and the City for the delay would be impractical and extremely difficult to estimate. Therefore, the vendor will be liable to the Clerk and Recorder and the City, in the event of such a default and failure, as a remedy for this delay and not as a penalty, for the amount of Ten Thousand Dollars (\$10,000.00) per day after the delivery of supplies are not made or the services are not satisfactorily complete after the expected time of performance. The City reserves all of its other rights and remedies for any other or different breach or default of the resulting contract/purchase order by the vendor, or for any other cause of action.

**COOPERATIVE PURCHASING:**

The City 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 supports such cooperative activities. Further, it is a specific requirement of this contract that pricing offered herein to the City may be offered by the vendor to any other governmental jurisdiction purchasing the same products.

The vendor 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 shall not be liable for any costs, damages incurred by any other entity.

**VENDOR PERFORMANCE MANAGEMENT:**

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

**PRICING INSTRUCTIONS:**

All prices quoted shall be firm and fixed.

Through the proposal process and subsequent correspondence between Provote and the City, all costs associated with the printing and mailing of ballots for the City of Denver have been identified. The City will not pay for any fees not identified in this contract.

**PROPOSAL ITEMS:****ITEM #1: Flat Ballots**

Optical Scan Ballots – 9.75” on 110# Index Stock:

**Note:** Each Ballot may consist of multiple cards depending on the amount of information included in the election. The Elections Division shall provide the number of cards for each ballot after ballot layout occurs.

**Note:** The Elections Division will not be able to determine which size is needed until all information to be included on ballot is submitted.

<u>14” Ballot:</u>		
A	1 card, 1 side, 3 column: Price per unit of 1,000:	\$ 252.00
B	1 card, 2 sides, 3 column: Price per unit of 1,000:	\$ 252.00
C	2 <sup>nd</sup> card, 1 side, 3 column: Price per unit of 1,000:	\$ 252.00
D	2 <sup>nd</sup> card, 2 sides, 3 column: Price per unit of 1,000:	\$ 252.00
E	3 <sup>rd</sup> card, 1 side, 3 column: Price per unit of 1,000:	\$ 252.00
F	3 <sup>rd</sup> card, 2 sides, 3 column: Price per unit of 1,000:	\$ 252.00

<u>17” Ballot:</u>		
A.	1 card, 1 side, 3 column: Price per unit of 1,000:	\$ 270.00
B.	1 card, 2 sides, 3 column: Price per unit of 1,000:	\$ 270.00
C.	2 <sup>nd</sup> card, 1 side, 3 column: Price per unit of 1,000:	\$ 270.00
D.	2 <sup>nd</sup> card, 2 sides, 3 column: Price per unit of 1,000:	\$ 270.00
E.	3 <sup>rd</sup> card, 1 side, 3 column: Price per unit of 1,000:	\$ 270.00
F.	3 <sup>rd</sup> card, 2 sides, 3 column: Price per unit of 1,000:	\$ 270.00

- Vendor shall not charge for transportation (handling) fees to have ballots delivered to Elections Division.
- Vendor shall not charge any additional fees for the printing and delivery of flat ballots.

**ITEM #2: Mail in Ballots**

Optical Scan Ballots – 9.75” on 110# Index Stock; Ballots scored and folded for mailing packets

**Note:** Each Ballot may consist of multiple cards depending on the amount of information included in the election. The Elections Division will provide the number of cards for each ballot after ballot layout occurs. The Elections Division will not be able to determine which size is needed until all information to be included on ballot is submitted.

<u>14” Ballot:</u>	
A.	1 card, 1 side, 3 column Price per unit of 1,000: \$ 252.00
B.	1 card, 2 sides, 3 column Price per unit of 1,000: \$ 252.00
C.	2 <sup>nd</sup> card, 1 side, 3 column Price per unit of 1,000: \$ 252.00
D.	2 <sup>nd</sup> card, 2 sides, 3 column Price per unit of 1,000: \$ 252.00
E.	3 <sup>rd</sup> card, 1 side, 3 column Price per unit of 1,000: \$ 252.00
F.	3 <sup>rd</sup> card, 2 sides, 3 column Price per unit of 1,000: \$ 252.00

<u>17” Ballot:</u>	
A.	1 card, 1 side, 3 column Price per unit of 1,000: \$ 270.00
B.	1 card, 2 sides, 3 column Price per unit of 1,000: \$ 270.00
C.	2 <sup>nd</sup> card, 1 side, 3 column Price per unit of 1,000: \$ 270.00
D.	2 <sup>nd</sup> card, 2 sides, 3 column Price per unit of 1,000: \$ 270.00
E.	3 <sup>rd</sup> card, 1 side, 3 column Price per unit of 1,000: \$ 270.00
F.	3 <sup>rd</sup> card, 2 sides, 3 column Price per unit of 1,000: \$ 270.00

<u>Inserts/ Envelopes:</u>		
A.	Envelopes – Outer: Price per unit of 1,000:	\$ 65.00
B.	Envelopes – Return: Price per unit of 1,000:	\$ 50.00
C.	Instruction Sheets: Price per unit of 1,000:	\$ 35.00
D.	Secrecy Sleeves: Price per unit of 1,000:	\$ 40.00
E.	Collating/Inserting of Packets Cost: Price per unit of 1,000:	\$ 270.00

- Vendor shall not charge for transportation (handling) fees to have ballots delivered to the Denver General Mail Facility.
- Supplemental fees: \$450 per supplemental mail order set up.
- Test deck fee: \$450 per election
- One time die charge for envelope manufacturing not to exceed \$2,000

**RECYCLED CONTENT INSERTS/ENVELOPES:**

30% Post Consumer Recycled Content stock.

<u>Inserts/Envelopes: RECYCLED CONTENT</u>		
A.	Envelopes – Outer: Price per unit of 1,000:	\$ 78.00
B.	Envelopes – Return: Price per unit of 1,000:	\$ 53.00
C.	Instruction Sheets: Price per unit of 1,000:	\$ 37.00
D.	Secrecy Sleeves: Price per unit of 1,000:	\$ 42.00