

Master Purchase Order

DO NOT INVOICE TO THIS ADDRESS		Master Purchase Order No.	5963L0115		
City & County of Denver		Date:	November 2, 2015	Revision No.	
Purchasing Division		Payment Terms	Net 30	Ordinance (as applicable):	
201 West Colfax Avenue, Dept. 304		Freight Terms	DESTINATION		
Denver, CO 80202		Ship Via	Vendor's Choice		
United States		Buyer:	Melissa Bordwine		
Phone: 720-913-8100 Fax: 720-913-8101		Phone:	720-913-8114		

PS Vendor ID: 0000087178 Phone: 303-265-7068

Fax: 303-779-0243

RR Donnelley & Sons Company
 Dba: RR Donnelley; RR Donnelley Receivables Inc.
 P.O. Box 932721
 Cleveland, OH
 Attn: Tina Campbell, tina.campbell@rrd.com

Ship To: Various City Agencies as directed
 Bill To: Accounts Payable
 201 West Colfax Department 908
 Denver, Colorado 80202
 invoices@denvergov.org

1. Goods/Services:

RR Donnelley, a 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 one year from date of City signature. 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 four (4) 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 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 Twenty Million Dollars (\$20,000,000.00). This Master Purchase Order is valid up to \$499,999.99. The balance is subject to City Council approval. 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 offset 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 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:

- a. 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.
- b. Vendor shall further indemnify, defend and hold the City harmless from and against any claims, losses, damages, liabilities or expenses (including reasonable attorneys' fees and expenses) arising out of or resulting from any third party claim that the Work, when used by the City in accordance with this Agreement, infringes, misappropriates or violates any United States patent issued as of the date hereof, copyright, trademark, trade secret or other intellectual or proprietary right of any third party. If an injunction or order is obtained against the City's use of the Works by reason of a claim of the type described above, or if in Vendor's opinion, the Work is likely to become the subject of such a claim, Vendor shall take all necessary action to correct any such infringement or misappropriation to give the City the right to continue using the Work.

14. Compliance with Patent, Trademark and Copyright Laws:

The Vendor agrees that all work performed under this Agreement, shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the United States. The Vendor further agrees that it will not utilize any protected patent, trademark or copyright in performance of its work unless the Vendor has obtained proper permission and all releases and other

necessary documents. If the Vendor specifies any material, equipment, process or procedure, which is protected, the Vendor shall disclose such patents, trademarks and copyrights in the construction drawings or technical specifications. Vendor agrees to release, indemnify and save harmless the City, its officers, agents and employees, pursuant to Paragraph 13, INDEMNIFICATION/LIMITATION OF LIABILITY, from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, the performance or work under this Agreement which infringes upon any patent, trademark or copyright protected by law.

15. Intellectual Property Rights:

The City and Vendor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, music, sketches, drawings, photographs, specifications, software, data, products, ideas, inventions, URL addresses, websites, blogs, social media or marketing sites and any other work or recorded information created by Vendor or by third parties and paid for by the City pursuant to this Agreement, in preliminary and final forms and on or in any media whatsoever (collectively, "Materials"), shall belong to the City. Vendor shall disclose all such items to the City. To the extent permitted by the U.S. Copyright Act, 17 USC § 101 *et seq.*, the Materials are a "work made for hire," and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a "work made for hire," Vendor hereby sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such copyright, patent, trademark, and other intellectual property rights in perpetuity.

16. PCI DSS Compliance:

The Vendor covenants and agrees to comply with Visa's Cardholder Information Security Program/CISP, MasterCard's Security Data Program and SDP Rules, and with all other credit card association or National Automated Clearing House Association (NACHA) rules or rules of member organizations (generally "Association"), and further covenants and agrees to maintain compliance with the Payment Card Industry Data Security Standards (PCI DSS), MasterCard Site Data Protection (SDP), and (where applicable) the VISA Payment Application Best Practices (PABP) (collectively, the "Security Guidelines"). Vendor represents and warrants that all of the hardware and software components that it utilizes for the City or uses under this Agreement is and will be PCI DSS compliant. All service providers that Vendor uses under the Agreement must be recognized by VISA as compliant with PABP. Vendor further agrees to exercise reasonable due diligence to ensure that all of its service providers, agents, business partners, contractors, subcontractors and any person or entity that may have access to credit card information under this Agreement maintain compliance with the Security Guidelines and comply in full with the terms and conditions set out in this Section.

17. 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.

18. 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.

19. 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.

20. 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

21. 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.

22. 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.

23. 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 or endorsement requiring 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 Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. 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, contractor 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 contract number. 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. Risk Management reserves the right to require additional policies and/or limits based on agreement scope of work. 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.

24. 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.

25. 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.

26. No Construction Against Drafting Party:

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

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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:

Vendor Name: Frederic Printing
(Company Name)
(an RR Donnelly company)
By: ~~Kurt Hamlin~~
(Authorized Signature)
Print Name: Kurt Hamlin
Title: President
Date: 11-24-15

City & County of Denver, Purchasing Division

By: John Utterback
Print Name: John Utterback
Title: Purchasing Director
Date: 11/25/15

EXHIBIT "A"

Vendor: RR Donnelley
Title: City Wide Printing Services
Master Purchase Order No.: 5963L0115

It is recommended that you use your Master Purchase Order No. – 5963L0115, in all future correspondence, billing, invoicing or other communications.

This Master Purchase Order Agreement is governed by DRMC 20-64.5. The terms and conditions herein supersede and replace all terms and conditions of the National Joint Powers Alliance (NJPA) contract #011211-RRD.

RR Donnelley (RRD) shall provide to the City and County of Denver (the City) printing and mailing services, to include, but not be limited to photocopying, digital printing, 4 color printing, large format printing, ballot printing, statements, variable data mailing, and other printed materials.

1. CONTRACT MANAGEMENT:

The City's Executive Director of General Services is responsible for authorizing and approving work performed under this Agreement. The Executive Director may designate a Contract Administrator responsible for day-to-day administration of the contract. The Contract Administrator shall provide support for City agencies upon request in areas of price quotes, order placement, resolution of any order issues, etc.

RRD shall meet on a regular basis with the Contract Administrator and provide monthly reports, either directly or through Streamline, including data such as:

- i. Individual agency reporting
- ii. Print jobs completed during the term
- iii. Mailing jobs completed during the term
- iv. Environmental statistics

RRD shall provide an Account Team consisting of, at a minimum, an account manager and customer service representative. In addition, a specific Project Manager shall be assigned to the Elections Division for ballot printing.

The City reserves the right to request changes to the RRD Account Team, as well as to approve any proposed changes to the Account Team by RRD.

2. PRODUCT GUARANTEE:

RR Donnelley guarantees that all jobs provided shall meet all customer expectations. If a job should fail to meet customer expectations due to a quality issue, but is still usable to the customer for its original purpose, RR Donnelley will refund 10% of the final cost. Alternatively, if the item is non-functioning due to RR Donnelley error, the job may be re-run at no additional cost, if time allows.

3. PRICING:

Print:

Each job shall be individually priced based on a standardized component rate for such factors as: volumes, stock, weight and finish of paper, number of distinct images, black and white versus color,

number of colors, special colors, single or double sided, turnaround time, and finishing and bindery requirements.

For jobs with specifications that fit within the NJPA pricing matrix, the NJPA price list shall be used.

For jobs outside these specifications a custom estimate will be provided given the same discounts. Guaranteed Savings Program: for jobs that fall outside of the NJPA pricing matrix, if the agency can provide a previous invoice (no more than 1 year old) for the same job, RR Donnelley will offer a 7% discount off the previous invoice, assuming all specifications and quantities remain the same.

For clarification on pricing, agencies may contact the Contract Administrator.

NJPA pricing matrices can be found at: <F:\15963 Citywide Printing Services\15963 - NJPA Pricing 011211-RRD Eff 02-01-14.xlsx>

Quick Copy pricing:

Quick Copy (per impression based on 8-1/2 x 11 standard)

- B&W 4,999 impressions or less \$0.055
- B&W 5,000 – 24,999 impressions \$0.035
- B&W 25,000 & over impressions \$0.022
- Color (per impression) \$0.30
- Tape Binding (per set) \$0.50
- Staple (per set) \$0.005

Order Minimum: \$35.00 (not including business cards)

Business Cards:

All business cards shall be printed on 100# cougar bright white cover, unless an alternate is approved in writing by the City.

<u>Basic – per box of 250 cards</u>	<u>Per Box of 500 cards</u>
\$27.00	\$35.00
\$31.00 (4/1 2 sided)	\$38.00 (4/1 2 sided)

Design and Layout Services (per hour) \$120.00

4. MAILING SERVICES:

RRD, through Rocky Mountain Mail Services (RMMS), shall provide quality mail and presorting services to City agencies through the United States Postal Service (USPS) Mail Preparation Total Quality Management Program (MPTQM).

a) Rocky Mountain Mail Services Responsibilities:

- i. Pick up all outgoing USPS Mail at a mutually agreed upon time at two locations:
 - a) Wellington Webb Office Building
201 West Colfax Avenue
Denver, CO 80202

b) Denver Human Services Castro Building
1200 Federal Boulevard
Denver, CO 80204

c) Locations may be added in the future as necessary.

- ii. Ensure all automation compatible mail is barcoded, sorted and trayed in accordance with USPS regulations.
- iii. Deliver all mail to the USPS Bulk Mail Facility Unit in a secured vehicle and provide confirmation of acceptance.
- iv. Mail that is undeliverable as addressed will be returned to the customer on the next business day for disposition. RMMS will deploy fast forward technology to update addresses on envelopes and forward mail to recipient.
- v. Provide mailing reports that validate mail was processed and delivered to USPS. Certified mail receipts shall be scanned in for disposition daily. Weekly reports shall be provided detailing the class of mail and postage spend broken down by agency.

b) **General Mailing Requirements:**

The following general requirements shall be observed by the vendor when performing the work as detailed below.

- i. Vendor shall comply with all background check and badge requirements to gain access to the Webb Building on a regular basis. This may include any couriers who have been tasked with picking up mail at the Webb Building on a regular basis.
- ii. All mail shall be picked up from the Webb Building every business day, no later than 3:30PM. All mail picked up by the vendor shall be delivered to the USPS – in time to be mailed that day. For the Controller’s Office – all mail shall be picked up no later than 12:00 PM. For mail to be post marked the same day, presorted mail must be delivered to the USPS general office by 6:00PM.
- iii. Vendor shall provide all equipment, labor and materials incidental to accomplishing all aspects of the scope of work of this agreement, including unqualified bags of mail to the USPS.
- iv. Mail from City agencies that is delivered to the City centralized mail room shall be kept separate. There will be an area of the centralized mail room designated for this purpose. Mail will already be separated by each agency when the vendor comes to pick up the mail.
- v. All agencies shall be invoices separately. Vendor shall be responsible for establishing an agency and accounts payable contact to ensure invoicing occurs in a timely manner.
- vi. Vendor shall provide a detailed report to the City based on each agencies usage at the request of the City.
- vii. Vendor shall provide #3 sacks and trays for mailing handling services, as requested by the City.
- viii. Vendor may be required to pay additional postage to USPS for non-qualifying pieces at time of deposit and may invoice the City for reimbursement.
- ix. Vendor may be required to add additional postage for mail that cannot be presorted, and invoice City accordingly.
- x. Vendor shall provide an account manager, with a direct line and email in the event that the City has questions or experiences difficulty.

c) **Mailing Services Scope of Work and Pricing:**

The purpose of this Master Purchase Order is to provide each agency a “menu” of options to fit their specific mailing needs. Agencies may select one or multiple menu options and may cancel or change these options at any time.

i. Option 1 (Presort and Mailing Only)

Processing fee is added to the rate set by the USPS. All USPS Postage shall be itemized separately on invoices.

Description	Unit of Measure	Processing Fee
First Class Presort up to and including 1 ounce	Per Piece	\$0.01375
First Class Presort between 1 ounce and 2 ounces	Per Piece	\$0.01375
First Class Presort between 2 ounces and 3 ounces	Per Piece	\$0.01375

ii. Option 2 (Meter, Presort & Mail)

Description	Unit of Measure	Processing Fee
First Class Presort up to and including 1 ounce	Per Piece	\$0.048
First Class Presort between 1 ounce and 2 ounces	Per Piece	\$0.048
First Class Presort between 2 ounces and 3 ounces	Per Piece	\$0.048

NOTE: The pre-sort rates may be adjusted based on the United States Postal Service rate changes. However, all other items shall remain firm and fixed throughout the initial contract term, or any extension thereof.

iii. Option 3 (Fold & Insert, Meter, Presort & Mail)

Folding Prices are for Standard Letter Size

Number of folds	Price Per Piece
One Fold	\$0.0125
Two Folds	\$0.021875
Three Folds	\$0.025
Four Folds	\$0.028125

Inserting Prices – Auto Inserting

First Piece	\$0.02125	/Piece
Second Piece	\$0.00625	/Piece
Third Piece	\$0.00625	/Piece
Fourth Piece	\$0.003125	/Piece
Additional Pieces	\$0.003125	/Piece

Inserting Prices – Manual Inserting

First Piece	\$ 0.06875	/Piece
Second Piece	\$ 0.0375	/Piece
Third Piece	\$ 0.0375	/Piece
Fourth Piece	\$ 0.0375	/Piece
Additional Pieces	\$ 0.0375	/Piece

iv. Additional Services

Courier/Pickup Fee	\$ 16.25	/Per pickup per location
Inkjet (Letters)	\$ 0.01875	/Addressing per piece
	\$ 0.01875	/Sorting per piece
Inkjet (Flats)	\$ 0.01875	/Addressing per piece
	\$ 0.028125	/Sorting per piece
Inkjet Permit	\$ 0.0125	/Per Piece
Inkjet Return Address	\$ 0.015	/Per Piece
Address Cleansing (CASS)	\$ 37.50	/Per Hour
NCOA Move Update – Up to 5,000 Records	\$ 62.50	/Single Lot Charge
NCOA Move Update – Over 5,000 Records	\$ 0.00225	/Per record
Additional Sealing – Not performed during inserting process	\$ 0.0125	/Per Piece
Laser Printing – 1 Sheet Simplex	\$ 0.055	/Per Piece
Laser Printing – 1 Sheet Duplex	\$ 0.08875	/Per Piece

Note: customers that currently use an address quality program must provide certification that addresses have been “cleansed” through the USPS NCOA database when requesting discounted postage.

Mail Processing

Rates are based on the most common type of document or service. Each specific job is unique and the actual cost will be based on a detailed evaluation of the requirements and prices based on standardized internal unit rates.

Metering

- First Class Flats (Fee is added to the actual Presort/Discounted USPS rate) \$0.235
- Citywide Account Service Fee (to be charged daily to Central Services) \$4.37
- Moore \$0.051
- Staple (per set) \$0.005

Automated Sorting

- Letters \$0.026

Warehouse Storage

- Pallet (per month/per pallet) \$22.00

5. PRODUCT OVER/UNDER RUNS:

All print orders are subject to a 10% over or underrun.

6. POSTAGE:

Postage and Mailing charges shall be reimbursed on a Net 5 payment schedule. Agencies that have consistent mailing services are required to set up a blanket purchase order specifically for mailing and postage charges.

7. ONLINE PORTAL (STREAMLINE):

RR Donnelley shall provide an on-line ordering system that will allow City agencies to perform the following functions:

- Print ordering
- Commercial print
- Digital print-on-demand
- Direct mail
- Template based documents
- Forms
- Kits
- Pick-and-pack items
- Rollouts and pushes
- Online reporting
- Order and shipment status
- Real time inventory visibility
- Approval workflows

Customization:

Streamline includes a customized user interface that is fully configurable to include the City’s branding and logo standards. All headers throughout the site are configurable with banners of the City’s choosing. Various page elements, including table headers and text can be set in colors that

reflect the City's branding. Any names of menu items, catalog/sub-catalog and home page quick links can be changed to a naming convention easily understood by City users.

Secure User-Defined Access Levels

User-defined access levels provide individual user groups with access to content specific to their agency, role and responsibility. General users and administrators may be granted varying levels of access to the site.

Administrative Controls

Administrative interfaces allow authorized City personnel to add, remove, and change user groups, users, and user preferences and privileges using the online self-service tools.

Alerts Dashboard

Streamline can provide users with customized alerts at login to advise them of unfinished orders, backordered items, and items reaching low stock limits. These alerts are configurable and will differ depending on the configuration of the user's permissions.

Home Page and Right Side Inserts

The homepage allows the City to message users regarding new print materials, market upcoming training opportunities, advertise events, link to training materials, etc. The page is configurable and new content can be updated by RRD administrators within 24 – 48 business hours.

Direct Mail & Campaign Management

Includes:

- Scheduled campaigns
- On Demand campaigns
- E-Communications
- Marketing Campaign Execution – through the work smart suite connect application

List Management

Streamline provides multiple mailing list options and list management tools for use in a direct mail campaign. The City's users can choose to upload a new list, access a saved list, or purchase lists on demand, all within the Streamline interface. Multiple lists, or even a combination of new and saved lists, can be access on a single order. RRD can also procure lists on the City's behalf.

Streamline facilitates the mapping of appropriate variable data fields to the recipient list. Once initial setup occurs, the list is available for use on direct mailings by designated user groups.

RRD also facilitates CASS (Coding Accuracy Support System) certification and duplicate records elimination. This processing occurs after the order is submitted, the City is notified via email, and results are posted in the "order details" area of Streamline. Most importantly, only valid records are printed, shipped and billed.

RRD's list acquisition tool allows the City to target prospective customers and purchase prospect lists on demand through a single user interface without leaving the campaign management order flow. City users have 24/7 access to "Leads Please" data on-demand. Once purchased, data can be re-used for up to one year and lists can be downloaded and saved for use on future campaigns.

Streamline WorkSmart Suite Pricing

Site set up - \$5000

Monthly maintenance – Comprised of a flat base price plus scaling product pricing and scaling user pricing.

Base Price \$300

<u>Products</u>		<u>Users</u>	
1 to 50	\$175	1 to 500	\$175
51 to 100	\$300	501 to 1000	\$300
101 to 500	\$400	1001 to 5000	\$650
501 to 1000	\$650	5001 to 10000	\$1000

Product Setup Pricing

Static	\$300
Low complexity	\$600
Medium complexity	\$900
High Complexity	\$1200

The City reserves the right to make changes to its use of the RRD “Streamline” program.

8. IMPLEMENTATION:

RRD shall provide an ISO 9001:2000 certified team to implement print management programs. The City’s Contract Administrator shall assist the Implementation Team will all phases of implementation, including coordinating communication will all necessary City agencies.

The implementation process includes:

- ***Project Initiation*** – Understanding City Agency’s objectives, deliverables and measurements
- ***Project Requirements*** – Gathering detailed requirements, identifying gaps, risks and assumptions
- ***Project Planning*** – Translating project objectives into manageable tasks and assigning resources and target dates to each task
- ***Project Statement of Work*** – Documenting a SOW capturing all elements of project deliverables
- ***Project Management*** – Controlling project activity, communicating progress, resolving issues and managing project deliverables
- ***Project Closeout*** – Confirming that all project objectives were achieved and that all operational requirements have been met
- ***Project Transition*** – Managing the hand-off from implementation to ongoing program management and maintenance
- ***Project Audit*** – Reviewing ongoing customer needs and initial operational procedures to ensure that the program guidelines are adequate to support ongoing needs.

The major project phases, related steps, and deliverables are outlined below:

Project Phase	Primary Activities	Deliverables
<i>Project Initiation</i>	<ul style="list-style-type: none"> • Define project scope • Identify key stakeholders • Identify systems and resources to be engaged 	<ul style="list-style-type: none"> • Signed contract, purchase order or sales executive approval • Project Manager assigned • Project charter • Preliminary Scope document
<i>Project Planning</i>	<ul style="list-style-type: none"> • Identify project milestones • Create activity list, activity sequencing, activity resource estimates, activity duration estimates and schedule development • Perform a preliminary project baseline for time and cost requirements • Quality planning • Communication planning • Risk identification and planning performed • Hold implementation meetings 	<ul style="list-style-type: none"> • Statement of Work • Project Plan created • Critical path identified • Communication strategy established • Risk and Issues Register established • Change management process defined and documented • Project success factors documented
<i>Project Execution</i>	<ul style="list-style-type: none"> • Direct and manage project execution • Conduct implementation status meetings • Perform quality assurance • Information distribution 	<ul style="list-style-type: none"> • Project Status Reports • Phase exit reviews • Project specific documentation • Quality control measures • Performance Reports
<i>Project Monitoring & Control</i>	<ul style="list-style-type: none"> • Monitor and control project work • Integrated change control • Scope verification and scope control • Schedule control • Cost control • Perform quality control • Manage Project Team • Performance reporting • Risk monitoring and control 	<ul style="list-style-type: none"> • User acceptance testing • Approved change requests • Accepted deliverables • Recommended corrective actions • Schedule baseline updates • Cost baseline updates • Performance measurement and reports • Risk register updates
<i>Project Close</i>	<ul style="list-style-type: none"> • Conduct final assessment meeting • Create transition documentation • Prepare all parties to manage the program on an ongoing basis 	<ul style="list-style-type: none"> • Administrative closure procedure • Final product, service or results • Standard Operating Procedures • Training documentation • Organizational process assets-updated
<i>Project Audit</i>	<ul style="list-style-type: none"> • Review initial program setup to ensure that evolving customer needs will be met 	<ul style="list-style-type: none"> • Gap analysis • Corrective action plan • Documented program enhancements

A. TRANSITION PHASE:

To ensure a smooth transition, RRD shall review the project’s objectives, constraints, and assumptions to ensure an understanding of all factors that may create risk. With that information, RRD shall develop a complete project plan that clearly articulates each task to be performed and assign ownership to all tasks. The project plan also identifies when and how RRD will test and validate the results of the transition.

During execution, RRD will hold regular communication meetings to review progress, resolve any issues that may arise, and keep the project on schedule. As RRD works to complete the tasks identified in the Project Plan, they will manage change requests and issue resolution through a clearly documented process. All change requests and issues are managed with close attention to the project plan to ensure that no one loses focus of the ultimate objective of the project.

As milestones within the project plan are completed, RRD shall perform two levels of validation. Internally, by validating the system configurations, accuracy of the items managed, and effectiveness of the training we deliver. Once that internal validation is complete, RRD will assist the City in performing user acceptance testing. The Project Plan cannot move forward until all internal and user testing and validation is complete and certified to be accurate.

B. DISCOVERY PHASE:

RRD shall conduct a discovery phase to detail City Agency’s objectives and requirements. This information will be used to create specific system configurations and data gathering to configure their systems to operate properly for City needs.

Program elements, stakeholders, and critical discussion topics may include:

Program Element	Stakeholders	Topics Covered
<i>Order Entry</i>	<ul style="list-style-type: none"> • Key system users • Procurement/Contract Management • IT Managers 	<ul style="list-style-type: none"> • Order entry methods – manual, electronic, internet, EDI, etc • Catalog design, user authorizations
<i>Production</i>	<ul style="list-style-type: none"> • Business Application Owners • Customer Service Managers • Quality Control Specialists • Marketing Departments • Document Owners 	<ul style="list-style-type: none"> • Detailed item information for cataloging • Detailed item specifications for production • Item-specific copy collected • Kitting, variable print, digital print options • Production and distribution service levels
<i>Shipping</i>	<ul style="list-style-type: none"> • Contract Management • Customer Service Managers • Financial / Accounts Payable 	<ul style="list-style-type: none"> • Carrier choices and authorization levels • Shipping cost containment • Delivery time expectations and service levels

<i>Invoicing</i>	<ul style="list-style-type: none"> • Financial / Accounts Payable • Contract Management 	<ul style="list-style-type: none"> • Specific requirements for invoice presentation • Invoice formats and frequency
<i>Payment</i>	<ul style="list-style-type: none"> • Financial / Accounts Payable 	<ul style="list-style-type: none"> • Payment terms • Payment options
<i>Reporting</i>	<ul style="list-style-type: none"> • Financial / Accounts Payable • Marketing • Operations • Sales • Other options 	<ul style="list-style-type: none"> • Information requirements • Reporting frequency
<i>Customer Service</i>	<ul style="list-style-type: none"> • End users • Program Administrators • Program Owners • Executive Sponsors 	<ul style="list-style-type: none"> • Types of services required • Service time expectations • Shared support structure

C. IMPLEMENTATION TEAM:

RRD shall assign a dedicated Project Manager along with a full Integration Project Team to include representatives from numerous functional groups: Invoicing, Logistics, Information Technology and the Sales and Customer Service Center. These subject matter experts shall discuss solution options with corresponding stakeholders within City Agencies, take ownership for tasks assigned to them and remove barriers within their respective functional areas.

The City’s Contract Administrator will be responsible for guiding the integration process, providing critical information, and removing barriers within the City to keep the project moving.

D. IMPLEMENTATION MILESTONES:

RRD shall customize a specific implementation plan for each appropriate City Agency, given the unique requirements of each. In some situations the coordination of a phased implementation by agency, rather than implementing agencies concurrently, will provide the greatest efficiency.

A typical implementation would include the following key steps:

Implementation Phase	Step #	Milestone	Owner	Deliverable
Project Initiation	1	Submit Request for Proposal or other customer project request	City of Denver & RRD Sales Team	<ul style="list-style-type: none"> • Project complexity defined • Large Deal Executive Summary
	2	Review high level project scope	RRD Business Unit Leadership	<ul style="list-style-type: none"> • Initial Proforma • Preliminary Scope document
	3	Confirm project acceptance	RRD Steering Committee	<ul style="list-style-type: none"> • Project approved for scheduling • Project Manager assigned

Implementation Phase	Step #	Milestone	Owner	Deliverable
Project Planning	4	Identify systems, facilities and other resources to be engaged	Customer Requirements & Solutions Development Team	<ul style="list-style-type: none"> Initial Statement of Work
	5	Gather and document City of Denver requirements	Customer Requirements & Solutions Development Team	<ul style="list-style-type: none"> Customer Requirements Template Activity definition, sequencing and duration estimates reviewed Project baseline estimated
	6	Document assumptions, gaps, issues and risks	Customer Requirements & Solutions Development Team	<ul style="list-style-type: none"> Supporting project documentation Issue/risk log established
	7	Customer Approval	Customer Requirements & Solutions Development Team	<ul style="list-style-type: none"> Signed requirements Quality measures established Project success factors identified Communication strategy approved
	8	Documented Statement of Work identifying all elements of program to be delivered	Customer Requirements & Solutions Development Team	<ul style="list-style-type: none"> Gap analysis with solution proposals Updated Risk Assessment Log Final Statement of Work
	9	City of Denver Approval	Customer Requirements & Solutions Development Team	<ul style="list-style-type: none"> Signed Statement of Work
	10	Scope document is translated into project plan(s)	Project Manager	<ul style="list-style-type: none"> Project Plan Updated activity estimated
	11	Change and issue management processes reviewed	Project Manager	<ul style="list-style-type: none"> Change Request Log created
	12	Project Plan deliverables reviewed and approved by RRD management	Project Manager	<ul style="list-style-type: none"> Project Team assigned Updated Project Plan

Implementation Phase	Step #	Milestone	Owner	Deliverable
	13	Project Plan deliverables reviewed and approved by City of Denver	City of Denver 's Contract Manager	<ul style="list-style-type: none"> • Timeframes confirmed • Updated Project baseline • Issue management process communicated • Change management process communicated
Project Execution	14	Customer Master File Configured	Sales Team; RRD Client Financial Services	<ul style="list-style-type: none"> • Approved Proforma • Timeframes confirmed • Customer number assigned • Customer master file configured • Credit limit established
	15	Source data for inventory transfer provided	City of Denver 's Contract Manager	<ul style="list-style-type: none"> • Inventory reconciliation sheet prepared
	16	Source data for Item Setup provided	City of Denver 's Contract Manager	<ul style="list-style-type: none"> • Item load sheets prepared
	17	Source data for Order Entry configuration provided	City of Denver 's Contract Manager	<ul style="list-style-type: none"> • System load materials prepared or EDI requirements prepared
	18	Source data for Print on Demand items provided	City of Denver 's Contract Manager	<ul style="list-style-type: none"> • Print-ready PDFs submitted or live samples of POD items provided
	19	Invoicing requirements documented.	RRD Client Financial Services; Customer Accounts Payable	<ul style="list-style-type: none"> • Invoicing setup sheets prepared
	20	Reporting requirements documented	Reporting Team	<ul style="list-style-type: none"> • Reporting templates defined
	21	Source data ready to load	Project Manager	<ul style="list-style-type: none"> • Load data
	22	Final operational review	Project Manager	<ul style="list-style-type: none"> • Risk awareness document created
	23	Final Customer review	Project Manager	<ul style="list-style-type: none"> • Risk awareness document accepted
Project Monitoring & Control	24	Internal test scripts created	Production Support	<ul style="list-style-type: none"> • RRD test scripts created • RRD test participants identified

Implementation Phase	Step #	Milestone	Owner	Deliverable
	25	Customer User Acceptance Test Scripts Created	Production Support	<ul style="list-style-type: none"> Customer test scripts created Customer test participants identified
	26	Validate Operational Performance	RRD Business Unit Leadership	<ul style="list-style-type: none"> Updated issue log Test results documented
	27	User Acceptance Testing Complete	City of Denver 's Contract Manager	<ul style="list-style-type: none"> Updated issue log Test results documented
Project Close	28	Distribute user training guides	City of Denver 's Contract Manager	<ul style="list-style-type: none"> User training guides Training certification
	29	Post Ongoing Maintenance Procedures for Sales & Support	Project Manager	<ul style="list-style-type: none"> Operational support procedures Certified support teams
	30	Announce Go-Live date	City of Denver 's Contract Manager	<ul style="list-style-type: none"> Program rollout
Project Transition	31	Create and confirm "Post Implementation Punch List"	Project Manager	<ul style="list-style-type: none"> Post implementation support guide
	32	Hand Off to ongoing support resources complete	Project Manager	<ul style="list-style-type: none"> Ongoing maintenance procedures
	33	Post Implementation Review Complete	Project Manager	<ul style="list-style-type: none"> Certified project deliverables
Project Audit	34	Retrieve User Acceptance Scripts	Project Quality	<ul style="list-style-type: none"> User acceptance scripts
	35	Perform System test using UAT scripts	Project Quality	<ul style="list-style-type: none"> Audit test results
	36	Create gap analysis and corrective action plan	Project Quality	<ul style="list-style-type: none"> Gap analysis Lessons learned Updated Organizational Process Assets Corrective action plans
	37	Review effectiveness metrics from corrective action plan	Project Quality	<ul style="list-style-type: none"> Measures of success Documented problem resolution

E. CRITICAL ASPECTS & THE CITY'S ROLE:

Requisite to the successful implementation of a print management program is the establishment of a productive working relationship between RRD and the City. The following components are critical:

- ◆ The accuracy and timeliness of information provided by incumbent City suppliers and the City are critical to a successful program implementation. For example, to manage inventory levels at economic levels and to avoid backorder situations particularly during the initial stages of the program, RRD must receive accurate and current usage/inventory level reports.
- ◆ Samples of printed items are also critical to building the print management database in our web-based print management tool, Streamline. While RRD will provide the necessary resources to gather information, the cooperation of City agencies, as well as, incumbent suppliers is essential for a smooth implementation.
- ◆ The development of a logical inventory transfer plan is imperative to avoid interruption of service to end-users. An element of a successful inventory transfer plan includes obtaining accurate and timely information concerning item numbers, item descriptions, units of measure, and current usage and inventory levels. Prior to inventory transfer, this information is loaded into RRD's system so that transferred inventory can be received expeditiously.
- ◆ The City and RRD shall establish a realistic implementation timetable that shall be agreed upon by both parties.
- ◆ The City and RRD shall conduct frequent implementation meetings to discuss ongoing issues, make schedule adjustments, and overcome unanticipated challenges. The City shall ensure access to key City personnel, including Agency personnel.

9. ORDERS & CUSTOMER SERVICE:

City Agencies may place orders using the following methods:

- Pcard – orders placed through Streamline may be paid for using a City issued Procurement Card.
NOTE: orders that include postage costs may not be processed using a Pcard.
- Purchase Order – agencies may submit a requisition through Purchasing to have a purchase order issued for specific jobs. These orders may still be placed through Streamline, or they may be placed through the RRD Service Representative.
- Blanket Purchase Order – Agencies may submit a requisition through Purchasing to have a blanket purchase order issued with a specific dollar amount to cover numerous printing and/or mailing needs over a period of time, not to exceed a one (1) year time period.

RRD shall commit to responding to emails and phone messages within 24 hours, or the next business day. Quotes shall be provided within 48 hours of receiving a complete scope of work and sample artwork (if available).

Orders may be placed online through Streamline, or Agencies may complete the City provided order form (**See Attachment A**) and submit that via email or fax to RRD. This form may be modified by the City and/or RRD at any time to better suit the City's needs.

10. SHIPMENTS:

All deliveries to City Agencies shall include a packing slip or other form of order confirmation. This packing slip shall include the purchase order number, a brief description of the item(s) delivered, total quantity delivered, and any special delivery instructions.

Agencies shall use this packing slip to receive the order into Peoplesoft (if placed on a purchase order) in order to ensure timely three-way matching when an invoice is received by AP.

Orders delivered to Agencies within the Wellington Webb Office Building shall be delivered to the 3rd Floor Mail Room, unless otherwise directed by the ordering Agency. Special deliveries to locations other than the 3rd Floor Mail Room will incur an additional delivery fee of \$17.00 per order.

11. INVOICING:

All invoices shall be delivered to Accounts Payable, 201 West Colfax Avenue, Dept. 908, Denver, CO 80202 or via email to invoices@denvergov.org. In addition, copies of all invoices shall be sent to the Contract Administrator.

- a) Pcard process – Agencies placing orders using a pcard will receive an order confirmation, as well as a shipment receipt (or packing slip) with their delivery.

12. CITY AND COUNTY OF DENVER LOGO STANDARDS AND GUIDELINES:

The City has developed strict logo guidelines for the use of the City’s Denver D logo. These guidelines may be found at:

<https://www.denvergov.org/Portals/534/documents/CityOfDenverLogoGuidelines-c5.pdf>

RRD shall ensure that all City Agencies are following these guidelines for all printed and/or mailed materials. The Director of Citywide Marketing or his/her designee shall have the authority to approve or disapprove any material that City Agencies may create. They may also require revisions of any created material to better represent the City’s identity.

The Director of Citywide Marketing or his/her designee may be inserted into the online approval process for Streamline. In addition, RRD is encouraged to have the Director of Citywide Marketing or his/her designee review collateral material.

13. MWBE BUSINESS PARTICIPATION:

RRD is committed to engaging local MWBE enterprise(s) to provide services for the City. These services may include, but are not limited to: mailing services, small basic digital print jobs, envelopes, business cards, and graphic design services. Other services may also be available from an MWBE Partner.

RRD has committed to a minimum of 10% MWBE participation throughout the life of this agreement. Quarterly reports shall be provided to verify this participation.

14. TREASURY PRINTING:

The agreement between RRD and the City shall include various print & mail jobs for the Treasury Division. RRD shall provide all materials and services related to Treasury’s printing and mailing needs, including but not limited to paper stock, envelopes, etc. The table below shows a sampling of the print/mail jobs that are done throughout a typical year.

Orders of less than 35,000 pieces will be run at the local Frederic Printing facility; orders over 35,000 pieces will be run at the RR Donnelley Logan, UT facility.

Name of Doc	Frequency	Volume (Approx.)
Property Taxes		
RE Annual statement	Annual	~ 220K
PP Annual statement	Annual	~ 15-18k
Delinquent RE statement	3 Cycles	~10 k each cycle
Delinquent PP statement	4 cycles	~ 3-4 k each cycle
Service lien statements	8-9 cycles (Feb - Oct)	~10 k annually
Redemption Statement	2 cycles	~3 k each cycle
Local Improvement Statement	Multiple cycle	~100 - 200 each cycle
CTD	Daily	~ 40 - 50 per day

Name of Doc	Frequency	Volume
Excise Taxes		
Returns	12 cycles	Varying End of Quarters: ~ 41k End of Year: ~ 47k Month (other than quarterly or annual): ~14K
Letters	Daily	~ 90- 100 (total 225k over a year)

Name of Doc	Frequency	Volume
Property Taxes		
RE Annual statement	Annual	~ 220K
PP Annual statement	Annual	~ 15-18k
Delinquent RE statement	3 Cycles	~10 k each cycle
Delinquent PP statement	4 cycles	~ 3-4 k each cycle
77/.Service lien statements	8-9 cycles (Feb - Oct)	~10 k annually
Redemption Statement	2 cycles	~3 k each cycle
Local Improvement Statement	Multiple cycle	~100 - 200 each cycle
CTD	Daily	~ 40 - 50 per day

Name of Doc	Frequency	Volume
Excise Taxes		
Returns	12 cycles	Varying End of Quarters: ~ 41k End of Year: ~ 47k Month (other than quarterly or annual): ~14K
Letters	Daily	~ 90- 100 (total 225k over a year)

A. Turnaround Time:

- In cases where samples are not needed (i.e. letters)
 - 1 business day to print after receiving files or extracts
 - 3 – 4 business days to mail the printed materials
- In cases where samples are needed (i.e. statements)
 - 1 business day to print sample
 - Sampled delivered same business day as printed to Webb building
 - Once sample has been approved, 1 business day to print after receiving files or extracts
 - 3 – 4 business days to mail the printed materials

15. BALLOT PRINTING:

The agreement between RRD and the City shall include the printing and mailing of voting ballots for the Clerk and Recorder – Election Division. RRD shall provide all materials and services related to the City’s ballot printing needs. All ballots shall be prepared in accordance with the Dominion Election Systems “Ballot Specifications Manual” AND Denver specific packaging and delivery guidelines.

A. 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. RR Donnelley 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.

B. Flat Ballot Printing:

For flat ballot printing, the Denver Elections Division shall provide RRD 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. RRD 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. RRD 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.

Flat Ballot	
<u>Official Ballots</u>	Size: 9.75" x 14" or 17" Paper: 100# accent opaque

C. Mail-In Ballots:

For mail ballots, the Denver Elections Division shall provide RRD with an electronic file of all the voters requesting a mail-in ballot for the election. RRD 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. RRD is required to use Intelligent Mail Barcoding system as this capability is required for tracking mail ballots. RRD shall deliver ballots to the USPS General Mail Facility (GMF) Non-profit presort presorted by zip code.

RRD 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.

RRD 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. RRD 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 RRD of approval or disapproval.

Mail In Ballots	
<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>Outer Envelopes (item A.2)*</u>	Size: 6.125" x 11.125" Flap Size: 1.25" Front Window Size: 1" x 4" Front Window Location: 4.25" from left; 3.5" from bottom Back Window Size: none Back Window Location: 7.5" from left; 0.75" from bottom Outside Color: black and blue Paper: White wove 28#
<u>Return Envelopes (item B.2)*</u>	(3 Types: UOCA VA, ID Required, No ID Required) Size: 5.725" x 10.625" Flap Size: 3.75" Outside Color: black and blue Inside Color: gray screen Paper: Manila 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: 100# accent opaque

* Envelope specifications are subject to change

D. 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 Dominion Election System's Ballot Specifications Manual, RRD is expected to maintain excellent quality and machine readability on all ballots produced. RRD 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 RRD at no extra cost to the City.

E. Ballot Security:

RRD 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.

F. Completion Schedule:

The Ballot Production Schedules and any Denver-specific guidelines for ballot printing shall be considered equal and essential parts of this agreement. The completion dates are subject to change only at the exclusive discretion of the Denver Elections Division. The Denver Election Division shall provide the Ballot Production Schedule to RRD no less than 120 days prior to each election.

The completion dates specified by the Elections Division are critical. Once printing has begun, RRD 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.

G. Test Ballots:

RRD 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 RRD 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 RRD immediately upon discovery of any problems. Printing of final ballots may begin immediately after Test ballots have been approved.

H. 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.

I. Project Manager:

RRD 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 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 RRD as required.
- Review and approve all specifications, production runsheets and other information generated by RRD.

- 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 printing 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.

J. 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. 14th Ave., Ste.100
Denver, CO. 80204

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

K. Liquidated Damages:

If RRD 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, RRD 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 RRD, or for any other cause of action.

L. Proposal Items:

Any ballot or envelope specification may be modified at any time by an amendatory letter to the MPO, signed by the Director of Purchasing. Any modifications made shall receive pricing in-line with the pricing agreement on which the MPO is based.

The Denver Election Division shall provide a completion schedule to RRD no less than 120 calendar days prior to the next election.

ITEM #1: Ballots

Optical Scan Ballots – 8.5” on Rolland Opaque50, 100# Text Stock, Cascade Fine Paper, Bright White, Smooth Finish; Ballots scored and folded for mailing packets per requirements defined by the Elections Division on a per-election basis.

Specifications must comply with all Dominion requirements for ballot printing.

Columns on ballots must be of equal width, or as defined and provided by the Denver Elections Division.

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 nd card, 1 side, 3 column Price per unit of 1,000:	\$ 252.00
D.	2 nd card, 2 sides, 3 column Price per unit of 1,000:	\$ 252.00
E.	3 rd card, 1 side, 3 column Price per unit of 1,000:	\$ 252.00
F.	3 rd 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 nd card, 1 side, 3 column Price per unit of 1,000:	\$ 270.00
D.	2 nd card, 2 sides, 3 column Price per unit of 1,000:	\$ 270.00
E.	3 rd card, 1 side, 3 column Price per unit of 1,000:	\$ 270.00
F.	3 rd card, 2 sides, 3 column Price per unit of 1,000:	\$ 270.00

Flat Ballots include all of the above specifications, and in addition, the following:

- No Tabs

ITEM #2: Inserts, Sleeves & Envelopes:

30% Post-Consumer Recycled Content stock is required for each of the following items:

<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
A2.	Envelopes – Outer: Price per unit of 1,000:	\$ 50.00
B2.	Envelopes – Return: Price per unit of 1,000:	\$ 135.00
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

16. ENVIRONMENTAL SUSTAINABILITY:

The City and County of Denver, through its Office of Sustainability and Executive Order 123, is committed to protecting the environment, and the health of the public and its employees. In accordance with this policy, City agencies are directed to procure cost-competitive products and services that minimize resource consumption and negative impacts on the environment and human health.

The City expects RRD to demonstrate commitment to and experience in environmental sustainability and public health protection practices applicable to their line of services and/or products.

RRD shall follow standards and recommendations of the United States Environmental Protection Agency EPP program and the United States Environmental Protection Agency Sustainable Materials Management Comprehensive Procurement Guidelines. The Comprehensive Procurement Guidelines specify minimum post-consumer recycled content for various paper types, including text and cover paper, envelope paper, offset paper, and carbonless paper.

RRD shall encourage Agencies to select paper products that contain a minimum of 30% post-consumer recycled content. Other sustainable alternatives include FSC certified paper, paper manufactured with Green-E certified renewable energy, natural dye products, papers processed without the use of chlorine and bleach, etc.

17. SECURITY COMPLIANCE:

Refer to Attachment B for security compliance documents.

18. PREVAILING WAGES:

Prevailing wages does not apply to this agreement.