

1 these services; provided, however, that access to City documents, records and the
2 like, if needed by Consultant, shall be available only during City's normal business
3 hours and provided that milestones for performance, if any, are met.

4 C. Consultant has requested to receive regular payments. City
5 shall pay Consultant in due course of payments following receipt from Consultant
6 and approval by City of invoices showing the services or task performed, the time
7 expended (if billing is hourly), and the name of the Project. Consultant shall certify
8 on the invoices that Consultant has performed the services in full conformance
9 with this Agreement and is entitled to receive payment. Each invoice shall be
10 accompanied by a progress report indicating the progress to date of services
11 performed and covered by the invoice, including a brief statement of any Project
12 problems and potential causes of delay in performance, and listing those services
13 that are projected for performance by Consultant during the next invoice cycle.
14 Where billing is done and payment is made on an hourly basis, the parties
15 acknowledge that this arrangement is either customary practice for Consultant's
16 profession, industry or business, or is necessary to satisfy audit and legal
17 requirements which may arise due to the fact that City is a municipality.

18 D. Consultant represents that Consultant has obtained all
19 necessary information on conditions and circumstances that may affect its
20 performance and has conducted site visits, if necessary.

21 E. CAUTION: Consultant shall not begin work until this
22 Agreement has been signed by both parties and until Consultant's evidence of
23 insurance has been delivered to and approved by City.

24 2. TERM. The term of this Agreement shall commence at midnight on
25 November 16, 2011, and shall terminate at 11:59 p.m. on September 30, 2012, unless
26 sooner terminated as provided in this Agreement, or unless the services or the Project is
27 completed sooner.

28 3. COORDINATION AND ORGANIZATION.

1 A. Consultant shall coordinate its performance with City's
2 representative, if any, named in Exhibit "C", attached to this Agreement and
3 incorporated by this reference. Consultant shall advise and inform City's
4 representative of the work in progress on the Project in sufficient detail so as to
5 assist City's representative in making presentations and in holding meetings on
6 the Project. City shall furnish to Consultant information or materials, if any,
7 described in Exhibit "D", attached to this Agreement and incorporated by this
8 reference, and shall perform any other tasks described in the Exhibit.

9 B. The parties acknowledge that a substantial inducement to City
10 for entering this Agreement was and is the reputation and skill of Consultant's key
11 employee, Dave Haines. City shall have the right to approve any person proposed
12 by Consultant to replace that key employee.

13 4. INDEPENDENT CONTRACTOR. In performing its services,
14 Consultant is and shall act as an independent contractor and not an employee,
15 representative or agent of City. Consultant shall have control of Consultant's work and
16 the manner in which it is performed. Consultant shall be free to contract for similar
17 services to be performed for others during this Agreement; provided, however, that
18 Consultant acts in accordance with Section 9 and Section 11 of this Agreement.
19 Consultant acknowledges and agrees that (a) City will not withhold taxes of any kind from
20 Consultant's compensation; (b) City will not secure workers' compensation or pay
21 unemployment insurance to, for or on Consultant's behalf; and (c) City will not provide
22 and Consultant is not entitled to any of the usual and customary rights, benefits or
23 privileges of City employees. Consultant expressly warrants that neither Consultant nor
24 any of Consultant's employees or agents shall represent themselves to be employees or
25 agents of City.

26 5. INSURANCE.

27 A. As a condition precedent to the effectiveness of this
28 Agreement, Consultant shall procure and maintain, at Consultant's expense for the

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Long Beach, CA 90802-4664

1 duration of this Agreement, from insurance companies that are admitted to write
2 insurance in California and have ratings of or equivalent to A:V by A.M. Best
3 Company or from authorized non-admitted insurance companies subject to
4 Section 1763 of the California Insurance Code and that have ratings of or
5 equivalent to A:VIII by A.M. Best Company, the following insurance:

6 (a) Commercial general liability insurance (equivalent in scope to
7 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
8 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
9 coverage shall include but not be limited to broad form contractual liability,
10 cross liability, independent contractors liability, and products and
11 completed operations liability. City, its boards and commissions, and their
12 officials, employees and agents shall be named as additional insureds by
13 endorsement (on City's endorsement form or on an endorsement
14 equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85 or
15 both CG 20 10 07 04 and CG 20 37 07 04 or both CG 20 33 07 04 and
16 CG 20 37 07 04), and this insurance shall contain no special limitations on
17 the scope of protection given to City, its boards and commissions, and
18 their officials, employees and agents. This policy shall be endorsed to
19 state that the insurer waives its right of subrogation against City, its boards
20 and commissions, and their officials, employees and agents.

21 (b) Workers' Compensation insurance as required by the California
22 Labor Code and employer's liability insurance in an amount not less than
23 \$1,000,000. This policy shall be endorsed to state that the insurer waives
24 its right of subrogation against City, its boards and commissions, and their
25 officials, employees and agents.

26 (c) Professional liability or errors and omissions insurance in an
27 amount not less than \$1,000,000 per claim.

28 (d) Commercial automobile liability insurance (equivalent in scope

1 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an
2 amount not less than \$500,000 combined single limit per accident.

3 B. Any self-insurance program, self-insured retention, or
4 deductible must be separately approved in writing by City's Risk Manager or
5 designee and shall protect City, its officials, employees and agents in the same
6 manner and to the same extent as they would have been protected had the policy
7 or policies not contained retention or deductible provisions.

8 C. Each insurance policy shall be endorsed to state that
9 coverage shall not be reduced, non-renewed or canceled except after thirty (30)
10 days prior written notice to City, shall be primary and not contributing to any other
11 insurance or self-insurance maintained by City, and shall be endorsed to state that
12 coverage maintained by City shall be excess to and shall not contribute to
13 insurance or self-insurance maintained by Consultant. Consultant shall notify City
14 in writing within five (5) days after any insurance has been voided by the insurer or
15 cancelled by the insured.

16 D. If this coverage is written on a "claims made" basis, it must
17 provide for an extended reporting period of not less than one hundred eighty (180)
18 days, commencing on the date this Agreement expires or is terminated, unless
19 Consultant guarantees that Consultant will provide to City evidence of
20 uninterrupted, continuing coverage for a period of not less than three (3) years,
21 commencing on the date this Agreement expires or is terminated.

22 E. Consultant shall require that all subconsultants or contractors
23 that Consultant uses in the performance of these services maintain insurance in
24 compliance with this Section unless otherwise agreed in writing by City's Risk
25 Manager or designee.

26 F. Prior to the start of performance, Consultant shall deliver to
27 City certificates of insurance and the endorsements for approval as to sufficiency
28 and form. In addition, Consultant shall, within thirty (30) days prior to expiration of

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1 the insurance, furnish to City certificates of insurance and endorsements
2 evidencing renewal of the insurance. City reserves the right to require complete
3 certified copies of all policies of Consultant and Consultant's subconsultants and
4 contractors, at any time. Consultant shall make available to City's Risk Manager
5 or designee all books, records and other information relating to this insurance,
6 during normal business hours.

7 G. Any modification or waiver of these insurance requirements
8 shall only be made with the approval of City's Risk Manager or designee. Not
9 more frequently than once a year, City's Risk Manager or designee may require
10 that Consultant, Consultant's subconsultants and contractors change the amount,
11 scope or types of coverages required in this Section if, in his or her sole opinion,
12 the amount, scope or types of coverages are not adequate.

13 H. The procuring or existence of insurance shall not be
14 construed or deemed as a limitation on liability relating to Consultant's
15 performance or as full performance of or compliance with the indemnification
16 provisions of this Agreement.

17 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
18 contemplates the personal services of Consultant and Consultant's employees, and the
19 parties acknowledge that a substantial inducement to City for entering this Agreement
20 was and is the professional reputation and competence of Consultant and Consultant's
21 employees. Consultant shall not assign its rights or delegate its duties under this
22 Agreement, or any interest in this Agreement, or any portion of it, without the prior
23 approval of City, except that Consultant may with the prior approval of the City Manager
24 of City, assign any moneys due or to become due Consultant under this Agreement. Any
25 attempted assignment or delegation shall be void, and any assignee or delegate shall
26 acquire no right or interest by reason of an attempted assignment or delegation.
27 Furthermore, Consultant shall not subcontract any portion of its performance without the
28 prior approval of the City Manager or designee, or substitute an approved subconsultant

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1 or contractor without approval prior to the substitution. Nothing stated in this Section
2 shall prevent Consultant from employing as many employees as Consultant deems
3 necessary for performance of this Agreement.

4 7. CONFLICT OF INTEREST. Consultant, by executing this
5 Agreement, certifies that, at the time Consultant executes this Agreement and for its
6 duration, Consultant does not and will not perform services for any other client which
7 would create a conflict, whether monetary or otherwise, as between the interests of City
8 and the interests of that other client. And, Consultant shall obtain similar certifications
9 from Consultant's employees, subconsultants and contractors.

10 8. MATERIALS. Consultant shall furnish all labor and supervision,
11 supplies, materials, tools, machinery, equipment, appliances, transportation and services
12 necessary to or used in the performance of Consultant's obligations under this
13 Agreement, except as stated in Exhibit "D".

14 9. OWNERSHIP OF DATA. All materials, information and data
15 prepared, developed or assembled by Consultant or furnished to Consultant in
16 connection with this Agreement, including but not limited to documents, estimates,
17 calculations, studies, maps, graphs, charts, computer disks, computer source
18 documentation, samples, models, reports, summaries, drawings, designs, notes, plans,
19 information, material and memorandum ("Data") shall be the exclusive property of City.
20 Data shall be given to City, and City shall have the unrestricted right to use and disclose
21 the Data in any manner and for any purpose without payment of further compensation to
22 Consultant. Copies of Data may be retained by Consultant but Consultant warrants that
23 Data shall not be made available to any person or entity for use without the prior approval
24 of City. This warranty shall survive termination of this Agreement for five (5) years.

25 10. TERMINATION. Either party shall have the right to terminate this
26 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
27 prior notice to the other party. In the event of termination under this Section, City shall
28 pay Consultant for services satisfactorily performed and costs incurred up to the effective

1 date of termination for which Consultant has not been previously paid. The procedures
2 for payment in Section 1.B. with regard to invoices shall apply. On the effective date of
3 termination, Consultant shall deliver to City all Data developed or accumulated in the
4 performance of this Agreement, whether in draft or final form, or in process. And,
5 Consultant acknowledges and agrees that City's obligation to make final payment is
6 conditioned on Consultant's delivery of the Data to City.

7 11. CONFIDENTIALITY. Consultant shall keep all Data confidential and
8 shall not disclose the Data or use the Data directly or indirectly, other than in the course
9 of performing its services, during the term of this Agreement and for five (5) years
10 following expiration or termination of this Agreement. In addition, Consultant shall keep
11 confidential all information, whether written, oral or visual, obtained by any means
12 whatsoever in the course of performing its services for the same period of time.
13 Consultant shall not disclose any or all of the Data to any third party, or use it for
14 Consultant's own benefit or the benefit of others except for the purpose of this
15 Agreement.

16 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for
17 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates
18 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available
19 without breach of this Agreement by Consultant; or (c) a third party who has a right to
20 disclose does so to Consultant without restrictions on further disclosure; or (d) must be
21 disclosed pursuant to subpoena or court order.

22 13. ADDITIONAL COSTS AND REDESIGN.

23 A. Any costs incurred by City due to Consultant's failure to meet
24 the standards required by the scope of work or Consultant's failure to perform fully
25 the tasks described in the scope of work which, in either case, causes City to
26 request that Consultant perform again all or part of the Scope of Work shall be at
27 the sole cost of Consultant and City shall not pay any additional compensation to
28 Consultant for its re-performance.

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B. If the Project involves construction and the scope of work requires Consultant to prepare plans and specifications with an estimate of the cost of construction, then Consultant may be required to modify the plans and specifications, any construction documents relating to the plans and specifications, and Consultant's estimate, at no cost to City, when the lowest bid for construction received by City exceeds by more than ten percent (10%) Consultant's estimate. This modification shall be submitted in a timely fashion to allow City to receive new bids within four (4) months after the date on which the original plans and specifications were submitted by Consultant.

14. AMENDMENT. This Agreement, including all Exhibits, shall not be amended, nor any provision or breach waived, except in writing signed by the parties which expressly refers to this Agreement.

15. LAW. This Agreement shall be governed by and construed pursuant to the laws of the State of California (except those provisions of California law pertaining to conflicts of laws). Consultant shall comply with all laws, ordinances, rules and regulations of and obtain all permits, licenses and certificates required by all federal, state and local governmental authorities.

16. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire understanding between the parties and supersedes all other agreements, oral or written, with respect to the subject matter in this Agreement.

17. INDEMNITY.

A. Consultant shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Consultant's breach or failure to

1 comply with any of its obligations contained in this Agreement, or (2) negligent or
2 willful acts, errors, omissions or misrepresentations committed by Consultant, its
3 officers, employees, agents, subcontractors, or anyone under Consultant's control,
4 in the performance of work or services under this Agreement (collectively "Claims"
5 or individually "Claim").

6 B. In addition to Consultant's duty to indemnify, Consultant shall
7 have a separate and wholly independent duty to defend Indemnified Parties at
8 Consultant's expense by legal counsel approved by City, from and against all
9 Claims, and shall continue this defense until the Claims are resolved, whether by
10 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
11 breach, or the like on the part of Consultant shall be required for the duty to defend
12 to arise. City shall notify Consultant of any Claim, shall tender the defense of the
13 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,
14 in the defense.

15 C. If a court of competent jurisdiction determines that a Claim
16 was caused by the sole negligence or willful misconduct of Indemnified Parties,
17 Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the
18 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
19 percentage of willful misconduct attributed by the court to the Indemnified Parties.

20 D. The provisions of this Section shall survive the expiration or
21 termination of this Agreement.

22 18. AMBIGUITY. In the event of any conflict or ambiguity between this
23 Agreement and any Exhibit, the provisions of this Agreement shall govern.

24 19. COSTS. If there is any legal proceeding between the parties to
25 enforce or interpret this Agreement or to protect or establish any rights or remedies under
26 it, the prevailing party shall be entitled to its costs, including reasonable attorneys' fees.

27 20. NONDISCRIMINATION.

28 A. In connection with performance of this Agreement and subject

1 to applicable rules and regulations, Consultant shall not discriminate against any
2 employee or applicant for employment because of race, religion, national origin,
3 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
4 disability. Consultant shall ensure that applicants are employed, and that
5 employees are treated during their employment, without regard to these bases.
6 These actions shall include, but not be limited to, the following: employment,
7 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or
8 termination; rates of pay or other forms of compensation; and selection for training,
9 including apprenticeship.

10 B. It is the policy of City to encourage the participation of
11 Disadvantaged, Minority and Women-Owned Business Enterprises in City's
12 procurement process, and Consultant agrees to use its best efforts to carry out
13 this policy in its use of subconsultants and contractors to the fullest extent
14 consistent with the efficient performance of this Agreement. Consultant may rely
15 on written representations by subconsultants and contractors regarding their
16 status. Consultant shall report to City in May and in December or, in the case of
17 short-term agreements, prior to invoicing for final payment, the names of all
18 subconsultants and contractors hired by Consultant for this Project and information
19 on whether or not they are a Disadvantaged, Minority or Women-Owned Business
20 Enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec.
21 637).

22 21. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
23 accordance with the provisions of the Ordinance, this Agreement is subject to the
24 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
25 Long Beach Municipal Code, as amended from time to time.

26 A. During the performance of this Agreement, the Consultant
27 certifies and represents that the Consultant will comply with the EBO. The
28 Consultant agrees to post the following statement in conspicuous places at its

1 place of business available to employees and applicants for employment:

2 "During the performance of a contract with the City of Long Beach,
3 the Consultant will provide equal benefits to employees with spouses and its
4 employees with domestic partners. Additional information about the City of
5 Long Beach's Equal Benefits Ordinance may be obtained from the City of
6 Long Beach Business Services Division at 562-570-6200."

7 B. The failure of the Consultant to comply with the EBO will be
8 deemed to be a material breach of the Agreement by the City.

9 C. If the Consultant fails to comply with the EBO, the City may
10 cancel, terminate or suspend the Agreement, in whole or in part, and monies due
11 or to become due under the Agreement may be retained by the City. The City
12 may also pursue any and all other remedies at law or in equity for any breach.

13 D. Failure to comply with the EBO may be used as evidence
14 against the Consultant in actions taken pursuant to the provisions of Long Beach
15 Municipal Code 2.93 et seq., Contractor Responsibility.

16 E. If the City determines that the Consultant has set up or used
17 its contracting entity for the purpose of evading the intent of the EBO, the City may
18 terminate the Agreement on behalf of the City. Violation of this provision may be
19 used as evidence against the Consultant in actions taken pursuant to the
20 provisions of Long Beach Municipal Code Section 2.93 et seq., Contractor
21 Responsibility.

22 22. NOTICES. Any notice or approval required by this Agreement shall
23 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
24 postage prepaid, addressed to Consultant at the address first stated above, and to City at
25 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a
26 copy to the City Engineer at the same address. Notice of change of address shall be
27 given in the same manner as stated for other notices. Notice shall be deemed given on
28 the date deposited in the mail or on the date personal delivery is made, whichever occurs

1 first.

2 23. COPYRIGHTS AND PATENT RIGHTS.

3 A. Consultant shall place the following copyright protection on all
4 Data: © City of Long Beach, California ____, inserting the appropriate year.

5 B. City reserves the exclusive right to seek and obtain a patent
6 or copyright registration on any Data or other result arising from Consultant's
7 performance of this Agreement. By executing this Agreement, Consultant assigns
8 any ownership interest Consultant may have in the Data to City.

9 C. Consultant warrants that the Data does not violate or infringe
10 any patent, copyright, trade secret or other proprietary right of any other party.
11 Consultant agrees to and shall protect, defend, indemnify and hold City, its officials
12 and employees harmless from any and all claims, demands, damages, loss,
13 liability, causes of action, costs or expenses (including reasonable attorney's fees)
14 whether or not reduced to judgment, arising from any breach or alleged breach of
15 this warranty.

16 24. COVENANT AGAINST CONTINGENT FEES. Consultant warrants
17 that Consultant has not employed or retained any entity or person to solicit or obtain this
18 Agreement and that Consultant has not paid or agreed to pay any entity or person any
19 fee, commission or other monies based on or from the award of this Agreement. If
20 Consultant breaches this warranty, City shall have the right to terminate this Agreement
21 immediately notwithstanding the provisions of Section 10 or, in its discretion, to deduct
22 from payments due under this Agreement or otherwise recover the full amount of the fee,
23 commission or other monies.

24 25. WAIVER. The acceptance of any services or the payment of any
25 money by City shall not operate as a waiver of any provision of this Agreement or of any
26 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
27 Agreement shall not constitute a waiver of any other or subsequent breach of this
28 Agreement.

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1 26. CONTINUATION. Termination or expiration of this Agreement shall
2 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
3 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

4 27. TAX REPORTING. As required by federal and state law, City is
5 obligated to and will report the payment of compensation to Consultant on Form 1099-
6 Misc. Consultant shall be solely responsible for payment of all federal and state taxes
7 resulting from payments under this Agreement. Consultant shall submit Consultant's
8 Employer Identification Number (EIN), or Consultant's Social Security Number if
9 Consultant does not have an EIN, in writing to City's Accounts Payable, Department of
10 Financial Management. Consultant acknowledges and agrees that City has no obligation
11 to pay Consultant until Consultant provides one of these numbers.

12 28. ADVERTISING. Consultant shall not use the name of City, its
13 officials or employees in any advertising or solicitation for business or as a reference,
14 without the prior approval of the City Manager or designee.

15 29. AUDIT. City shall have the right at all reasonable times during the
16 term of this Agreement and for a period of five (5) years after termination or expiration of
17 this Agreement to examine, audit, inspect, review, extract information from and copy all
18 books, records, accounts and other documents of Consultant relating to this Agreement.

19 30. THIRD PARTY BENEFICIARY. This Agreement is not intended or
20 designed to or entered for the purpose of creating any benefit or right for any person or
21 entity of any kind that is not a party to this Agreement.

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1 IN WITNESS WHEREOF, the parties have caused this document to be duly
2 executed with all formalities required by law as of the date first stated above.

3 K & H PRINTERS-LITHOGRAPHERS,
4 INCORPORATED, a Washington
5 corporation

6 January 25, 2012

7 By J. C. Ackley
8 President
9 Jay C. Ackley
10 Type or Print Name

11 January 24, 2012

12 By Steven D. Hopp
13 Secretary
14 Steven D. Hopp
15 Type or Print Name

16 "Consultant"

17 CITY OF LONG BEACH, a municipal
18 corporation

19 2.23, 2012
20 2012

21 By [Signature] **Assistant City Manager**
22 City Manager
23 PURSUANT
24 TO SECTION 301 OF
25 THE CITY CHARTER.

26 "City"

27 This Agreement is approved as to form on 2/16, 2012

28 ROBERT E. SHANNON, City Attorney

By [Signature]
Deputy

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

EXHIBIT “A”

Scope of Work

EXHIBIT "A"

K&H Integrated Print Solutions

Election Cost Detail Report

| City of Long Beach Elections Date | April 10, 2012 | June 5, 2012 |
|---|-----------------------|---------------------|
| Total ballots | 153,077 | 153,077 |
| Ballot Size | | |
| Sides Printed 1 or 2 | Letter Size | Letter Size |
| Polls | 91,850 | 91,850 |
| Test | 500 | 500 |
| Dups | 16,100 | 16,100 |
| VBM & Counter Ballots | 37,000 | 37,000 |
| Counter Ballots | 5,000 | 5,000 |
| Number of Ballot Styles Setups | 250 | 250 |
| Initial Number of ballots mailed | 36,937 | 36,937 |
| Ballot Printing Setup | 250 | 250 |
| Ballot Printing | 91,850 | 91,850 |
| Ballot Processing and Mailing Presort/Insert/Prep for USPS/Deliver DB Setup/Processing/Imprinting | 36,937 | 36,937 |
| Additional Extracts | 5 | 5 |
| Additional Extracts Setup | 5 | 5 |
| Blank Ballot Stock | 1,500 | 1,500 |
| Inkjet Outer Envelopes | 37,000 | 37,000 |

EXHIBIT "B"



To:
Cc:
Bcc:
Subject: Fw: Primary Nominating Election April 10, 2012-Estimates
From: Poonam Davis/CC/CLB - Friday 11/18/2011 09:15 AM

Hi Poonam,

Below is the SBB estimate you requested – priced with the following assumptions:

Number of voters: 153,077
of pages: 16 + Cover
1 Ballot Type
Estimated # of unique pages: 18
Estimated # of statements supplied: 8

*There would be an additional cost per ballot type of \$340.00 (example 22 more ballot types would be \$7,480.00)

Estimated Production Cost: \$75,425.00 + \$7,480.00 (additional 22 BT's) = **\$82,905.00**
Estimated Postage: **\$60,000.00**

Below is the Ballot Printing and Mailing services estimate you requested – priced with the following assumptions:

Number of Permanent VBM Voters: 36,737
Non-Mail Ballots (Polls, Counters, Dupe's Tests): 69,804
Blank Ballot Base: 500
Ballot Size: 8 ½ x 11
23 Ballot Types

Estimated Production Cost: **\$40,900.00** (Included printing of ballots, ballot set up, assembly & mailing services of mail ballots, inkjet on outer envelopes)
Estimated Postage: **\$18,000.00**

Below is the Envelope estimate you requested:

Outer Envelope w/ Indicia Qty: 50,000 (best price break)
Return Envelope BRM Qty: 25,000 (best price break)
Estimated Envelope Cost: **\$7,700.00**

Primary: \$209,505.00
General: \$209,505.00

Combine Election Total: \$419,010.00

Thank you,

Melissa Alexander
K&H Election Services
Election Coordinator
425.530.5285 Cell
425.446.3317 Direct
425.446.3333 Fax
malexander@khprint.com
www.KHPrint.com

From: Poonam Davis [<mailto:Poonam.Davis@longbeach.gov>]
Sent: Wednesday, November 16, 2011 1:22 PM
To: Dave Haines
Cc: Melissa Alexander
Subject: Primary Nominating Election April 10, 2012

Hello David and Melissa,

.Hope all is well, I am preparing for our PNE & GME 2012 election estimates, can you please give me cost estimates for printing and mailing services. Here are a few numbers for 2012. If you can now print on news print we would appreciate estimates based on it so we could have cost savings. Melissa sent me estimates of vbm envelopes on hand.

Please let me know if you need any additional information. Thank you. Poonam

1. 153,077 voters will receive a SBB with approximately 16 pages.
2. 23 ballot groups
3. 36,737 permanent VBM voters who will be sent a ballot by mail.

All the Best,
Poonam Davis, CERA, MMC
City of Long Beach/City Clerk
City Clerk Bureau Manager/Elections
✉ Poonam.Davis@longbeach.gov

EXHIBIT "C"

City's Representative:

Larry Herrera

EXHIBIT "D"

Materials/Information Furnished: None