



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

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

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

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

25 2. TERM. The term of this Agreement shall commence at midnight on  
26 February 16, 2010, and shall terminate at 11:59 p.m. on September 30, 2010, unless  
27 sooner terminated as provided in this Agreement, or unless the services or the Project is  
28 completed sooner.

1                   3.     COORDINATION AND ORGANIZATION.

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

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

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

27                   5.     INSURANCE.

28                  A.     As a condition precedent to the effectiveness of this

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

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

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

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.



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

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

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

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

21 17. INDEMNITY. Consultant shall, with respect to services performed in  
22 connection with this Agreement, indemnify and hold harmless City, its Boards,  
23 Commissions, and their officials, employees and agents (collectively in this Section,  
24 "City") from and against any and all liability, claims, allegations, demands, damage, loss,  
25 causes of action, proceedings, penalties, costs and expenses (including attorney's fees,  
26 court costs, and expert and witness fees) (collectively "Claims" or individually "Claim")  
27 arising, directly or indirectly, in whole or in part, out of any negligent act or omission of  
28 Consultant, its officers, employees, agents, sub-consultants or anyone under

1 Consultant's control (collectively "Indemnitor"), breach of this Agreement by Indemnitor,  
2 misrepresentation or willful misconduct by Indemnitor, and Claims by any employee of  
3 Indemnitor relating in any way to workers' compensation. Independent of the duty to  
4 indemnify and as a free-standing duty on the part of Consultant, Consultant shall defend  
5 City and shall continue this defense until the Claim is resolved, whether by settlement,  
6 judgment or otherwise. No finding or judgment of negligence, fault, breach or the like on  
7 the part of Indemnitor shall be required for the duty to defend to arise. Consultant shall  
8 notify City of any Claim within ten (10) days. Likewise, City shall notify Consultant of any  
9 Claim, shall tender the defense of the Claim to Consultant, and shall assist Consultant at  
10 Consultant's sole expense, as may be reasonably requested, in the defense.

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

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

16 20. NONDISCRIMINATION.

17 A. In connection with performance of this Agreement and subject  
18 to applicable rules and regulations, Consultant shall not discriminate against any  
19 employee or applicant for employment because of race, religion, national origin,  
20 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or  
21 disability. Consultant shall ensure that applicants are employed, and that  
22 employees are treated during their employment, without regard to these bases.  
23 These actions shall include, but not be limited to, the following: employment,  
24 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or  
25 termination; rates of pay or other forms of compensation; and selection for training,  
26 including apprenticeship.

27 B. It is the policy of City to encourage the participation of  
28 Disadvantaged, Minority and Women-Owned Business Enterprises in City's

1 procurement process, and Consultant agrees to use its best efforts to carry out  
2 this policy in its use of subconsultants and contractors to the fullest extent  
3 consistent with the efficient performance of this Agreement. Consultant may rely  
4 on written representations by subconsultants and contractors regarding their  
5 status. City's policy is attached as Exhibit "E" to this Agreement. Consultant shall  
6 report to City in May and in December or, in the case of short-term agreements,  
7 prior to invoicing for final payment, the names of all subconsultants and  
8 contractors hired by Consultant for this Project and information on whether or not  
9 they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as  
10 defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

11 21. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in  
12 accordance with the provisions of the Ordinance, this Contract is subject to the applicable  
13 provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the Long Beach  
14 Municipal Code, as amended from time to time.

15 A. During the performance of this Contract, the Consultant  
16 certifies and represents that the Consultant will comply with the EBO. The  
17 Consultant agrees to post the following statement in conspicuous places at its  
18 place of business available to employees and applicants for employment:

19 "During the performance of a Contract with the City of Long Beach,  
20 the Consultant will provide equal benefits to employees with spouses and its  
21 employees with domestic partners. Additional information about the City of  
22 Long Beach's Equal Benefits Ordinance may be obtained from the City of  
23 Long Beach Business Services Division at 562-570-6200."

24 B. The failure of the Consultant to comply with the EBO will be  
25 deemed to be a material breach of the Contract by the City.

26 C. If the Consultant fails to comply with the EBO, the City may  
27 cancel, terminate or suspend the Contract, in whole or in part, and monies due or  
28 to become due under the Contract may be retained by the City. The City may also

1 pursue any and all other remedies at law or in equity for any breach.

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

5 E. If the City determines that the Consultant has set up or used  
6 its contracting entity for the purpose of evading the intent of the EBO, the City may  
7 terminate the Contract on behalf of the City. Violation of this provision may be  
8 used as evidence against the Consultant in actions taken pursuant to the  
9 provisions of Long Beach Municipal Code section 2.93 et seq., Contractor  
10 Responsibility.

11 22. NOTICES. Any notice or approval required by this Agreement shall  
12 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,  
13 postage prepaid, addressed to Consultant at the address first stated above, and to City at  
14 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Clerk, with a copy  
15 to the City Manager at the same address. Notice of change of address shall be given in  
16 the same manner as stated for other notices. Notice shall be deemed given on the date  
17 deposited in the mail or on the date personal delivery is made, whichever occurs first.

18 23. COPYRIGHTS AND PATENT RIGHTS.

19 A. Consultant shall place the following copyright protection on all  
20 Data: © City of Long Beach, California \_\_\_\_, inserting the appropriate year.

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

25 C. Consultant warrants that the Data does not violate or infringe  
26 any patent, copyright, trade secret or other proprietary right of any other party.  
27 Consultant agrees to and shall protect, defend, indemnify and hold City, its officials  
28 and employees harmless from any and all claims, demands, damages, loss,

1 liability, causes of action, costs or expenses (including reasonable attorney's fees)  
2 whether or not reduced to judgment, arising from any breach or alleged breach of  
3 this warranty.

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

12 25. WAIVER. The acceptance of any services or the payment of any  
13 money by City shall not operate as a waiver of any provision of this Agreement or of any  
14 right to damages or indemnity stated in this Agreement. The waiver of any breach of this  
15 Agreement shall not constitute a waiver of any other or subsequent breach of this  
16 Agreement.

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

20 27. TAX REPORTING. As required by federal and state law, City is  
21 obligated to and will report the payment of compensation to Consultant on Form 1099-  
22 Misc. Consultant shall be solely responsible for payment of all federal and state taxes  
23 resulting from payments under this Agreement. Consultant's Employer Identification  
24 Number is [REDACTED] If Consultant has a Social Security Number rather than an  
25 Employer Identification Number, then Consultant shall submit that Social Security  
26 Number in writing to City's Accounts Payable, Department of Financial Management.  
27 Consultant acknowledges and agrees that City has no obligation to pay Consultant until  
28 Consultant provides one of these numbers.

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

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

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

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

11    ///  
12    ///  
13    ///  
14    ///  
15    ///  
16    ///  
17    ///  
18    ///  
19    ///  
20    ///  
21    ///  
22    ///  
23    ///  
24    ///  
25    ///  
26    ///  
27    ///  
28    ///

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 DBA K & H  
5 INTEGRATED PRINT SOLUTIONS, a  
Washington corporation

6 5 March, 2010

By [Signature]  
President

JAY C. Achley  
Type or Print Name

8 March 5, 2010

9 By [Signature]  
Secretary  
10 Steven Hopp  
Type or Print Name

11 "Consultant"

12 CITY OF LONG BEACH, a municipal  
13 corporation

14 3-23, 2010

By [Signature]  
Assistant City Manager  
City Manager

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

16 "City"

17 This Agreement is approved as to form on 3/18, 2010.

18 ROBERT E. SHANNON, City Attorney

19 By [Signature]  
20 Deputy

21 OFFICE OF THE CITY ATTORNEY  
22 ROBERT E. SHANNON, City Attorney  
23 333 West Ocean Boulevard, 11th Floor  
24 Long Beach, CA 90802-4664

# EXHIBIT “A”

## Scope of Work



# K&H Integrated Print Solutions Election Cost Detail Report

*This is not a bill. For information only*

Date Printed  
3/22/2010

<b>City of Long Beach Elections Date</b>	4/13/2010		
<b>Total ballots</b>	<b>188,163</b>		
Ballot Size	1 Letter Size		
Sides Printed 1 or 2	2		
Polls	112,550		
Test	430		
Dups	16,100		
VBM & Counter Ballots	59,083		
Number of Ballot Styles Setups	358		
Initial Number of ballots mailed	42,983		
	<b>QTY</b>	<b>COST</b>	
<b>Ballot Printing Setup Cost</b>			
Admin Charges		\$37,590.00	
<b>Ballot Printing Cost</b>			
Letter Size	188,163	\$44,218.31	
<b>Ballot Processing and Mailing</b>			
Presort/Insert/Prep for USPS/Deliver			
DB Setup/Processing/Imprinting			
Per Ballot	59,083	\$15,361.58	
Per Ballot Style	358	\$5,370.00	
<b>Additional Extracts</b>			
Additional Extracts Setup	6	\$1,500.00	
Additional Ballots Produced & Mailed	6,039	\$5,978.61	
<b>Misc</b>			
Blank Ballot Stock	1,000	\$90.00	
Inkjet Outer Envelopes	65,122	\$651.22	
Test Ballot Setups		\$0.00	
	<b>Sub Total</b>	<b>\$110,759.72</b>	
Freight		\$1,351.75	
First Class Postage	0		
Less Postage Deposit			
Postage Balance Due		\$0.00	
	Tax	\$10,799.07	
	<b>Total</b>	<b>\$122,910.54</b>	

3/22/2010

G:\01 PRICING\Election Pricing\Long Beach\2010\Long Beach\_041310 Election\_DRAFT. Proprietary / Confidential

K&H INTEGRATED  
PRINT SOLUTIONS

# EXHIBIT “B”

Rates or Charges

# K&H Integrated Print Solutions Election Cost Detail Report

*This is not a bill. For information only*

Date Printed  
3/22/2010

<b>City of Long Beach Elections Date</b>	4/13/2010		
<b>Total ballots</b>	<b>188,163</b>		
Ballot Size	1	Letter Size	
Sides Printed 1 or 2	2		
Polls	112,550		
Test	430		
Dups	16,100		
VBM & Counter Ballots	59,083		
Number of Ballot Styles Setups	358		
Initial Number of ballots mailed	42,983		
	<b>QTY</b>	<b>COST</b>	
<b>Ballot Printing Setup Cost</b>			
Admin Charges			\$37,590.00
<b>Ballot Printing Cost</b>			
Letter Size	188,163		\$44,218.31
<b>Ballot Processing and Mailing</b>			
Presort/Insert/Prep for USPS/Deliver			
DB Setup/Processing/Imprinting			
Per Ballot	59,083		\$15,361.58
Per Ballot Style	358		\$5,370.00
<b>Additional Extracts</b>			
Additional Extracts Setup	6		\$1,500.00
Additional Ballots Produced & Mailed	6,039		\$5,978.61
<b>Misc</b>			
Blank Ballot Stock	1,000		\$90.00
Inkjet Outer Envelopes	65,122		\$651.22
Test Ballot Setups			\$0.00
	<b>Sub Total</b>		<b>\$110,759.72</b>
Freight			\$1,351.75
First Class Postage	0		
Less Postage Deposit			
Postage Balance Due			\$0.00
	Tax		\$10,799.07
	<b>Total</b>		<b>\$122,910.54</b>

3/22/2010

G:\01 PRICING\Election Pricing\Long Beach\2010\Long Beach\_041310 Election\_DRAFT. Proprietary / Confidential

K&H INTEGRATED  
PRINT SOLUTIONS

# EXHIBIT “C”

City’s Representative:

Larry Herrera

# EXHIBIT “D”

Materials/Information Furnished: None

## CITY OF LONG BEACH POLICY FOR DISADVANTAGED, MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES

It is the policy of the City of Long Beach to utilize Disadvantaged, Minority-Owned and Women-Owned Business Enterprises in all aspects of contracting, including construction, the purchase of materials and services, including professional services, leases and the granting of concessions.

EXHIBIT "E"