



**CITY OF COSTA MESA
CALIFORNIA
REQUEST FOR QUOTATION**

This is not an order

BID NUMBER

062215P&R

INSTRUCTIONS:

1. Read terms and conditions on reverse side.
2. Quotation must be on this form.
3. Complete and sign all pages of the quotation.
4. Return this form plus all Attachments.
5. Quote on each item separately; all or none bids may not be accepted unless otherwise specified.
6. Price alone may not be the final determining factor.
7. Declination - in the event you elect not to quote, please inform us on this form and return by the bid due date indicated.
8. Out of state vendors must include California sales tax permit number.

Date: June 22, 2015

TO

Interested Bidder

BIDS WILL BE RECEIVED UNTIL
10:00 A.M. June 26, 2015
AT THE PURCHASING DIVISION
77 FAIR DRIVE
P.O. BOX 1200
COSTA MESA, CA 92628-1200
(714) 754-5310
VENDOR MAY FAX BID TO (714) 754-5040
VENDOR MAY EMAIL BID TO
jennifer.mccoy@costamesaca.gov

QUOTATIONS ARE REQUESTED FOR FURNISHING THE ITEMS DESCRIBED HEREIN IN ACCORDANCE WITH STATED TERMS AND CONDITIONS.

ALL QUOTATIONS MUST BE F.O.B. DESTINATION AND INCLUDE COST OF BOXING AND CARTAGE TO DELIVERY POINT STATED BELOW. BID PRICES ARE TO INCLUDE ANY FREIGHT AND DELIVERY CHARGES.

QUOTE YOUR MOST COMPETITIVE PRICES FOR PROFESSIONAL SERVICES

FOR: RECREATION GUIDE PRINTING SERVICES

CONTACT PERSON: Jennifer McCoy (714) 754-5310

VENDOR IS REQUIRED TO PROVIDE A COMPLETED MSDS (MATERIAL SAFETY DATA SHEET) FOR HAZARDOUS SUBSTANCES AS REQUIRED BY LABOR CODE SECTION 6390, GENERAL INDUSTRIAL SAFETY ORDER; SECTION 5194 AND CALIF. ADMINIS. CODE TITLE 8. MSDS SHEET FOR EACH SPECIFIED ITEM SHALL BE SENT TO PLACE OF SHIPMENT, AND A COPY SENT TO THE PURCHASING DIVISION.

**THE CITY OF COSTA MESA RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.
LOWEST QUALIFIED BID MAY BE SUBJECT TO FURTHER NEGOTIATIONS.**

THE CITY OF COSTA MESA WILL ACCEPT CASH DISCOUNTS FOR PROMPT PAYMENT OF INVOICES IF THE LONGER TERM OFFERED IS FOR TWENTY (20) WORKING DAYS OR LONGER.

The undersigned, as bidder, declares that all documents regarding this bid have been examined and accepted and that, if awarded, will enter into a price agreement with the city of Costa Mesa.

San Dieguito Printers
Company name as it appears on your invoices

1880 Diamond Street 760-744-0910
Address Telephone

San Marcos CA 92078
City State Zip

[Signature] SALES MANAGER
Authorized Signature Title

95-2311221 6/24/2015
Federal I.D. Number Date

TERMS 2% Discount Net 10 DAYS

PLEASE QUOTE YOUR BEST DELIVERY IN CALENDAR DAYS: 5 - 10 days

RETAIN ONE COPY FOR YOUR FILES

ALL QUOTATIONS MUST BE SIGNED

CONDITIONS. The following standard conditions are always applicable, and the following work order conditions are also applicable when this order provides for performance of any work.

STANDARD CONDITIONS

1. **Law:** This contract is governed by the laws of the State of California. The provisions of the Uniform Commercial Code shall apply except as otherwise set forth in this contract.
2. **Contract:** This order, when accepted by SELLER either in writing or by the shipment of any article or other commencement of performance hereunder, constitutes the entire contract between SELLER and the CITY, no exceptions, alternates, substitutes or revisions are valid or binding on the CITY unless authorized by the CITY in writing. The SELLER acknowledges that he has read and agrees to all terms and conditions of this contract/purchase order. The only terms and conditions that will be applicable to the interpretation of this contract are those issued by the City of Costa Mesa.
3. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California State sales or use tax. The City is exempt from Federal excise tax.
4. **Delivery:** Time of delivery is the essence of this contract. The CITY reserves the right to refuse any goods and to cancel all or any part of the goods not delivered by the due date and/or not conforming to applicable specifications, drawings, samples or descriptions. Acceptance of any part of the order shall not bind CITY to accept future shipments, nor deprive it the right to return goods already accepted, at SELLER'S expense. Over-shipments and under-shipments shall be only as agreed to by CITY.
5. **Risk of Loss:** Delivery shall not be deemed to be complete until goods have been actually received and accepted by CITY. Payment shall be made after satisfactory acceptance of shipments by the CITY.
6. **Warranty:** SELLER expressly warrants that the goods covered by this order are of merchantable quality, satisfactory and safe for consumer use, and are fit for the particular purpose as set forth in the CITY'S specification. Acceptance of this order shall constitute an agreement upon SELLER'S part to indemnify and hold harmless from liability, loss, damage and expense, including reasonable attorney fees, incurred or sustained by CITY, its officers, employees and agents, by reason of the failure of the goods to conform to such warranties, faulty work performance, negligent or unlawful acts, and noncompliance with any applicable local, State or Federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law. Inspection by the City of Costa Mesa or its agents or employees and acceptance of the articles, materials and work covered by this contract shall not constitute release or waiver of the City of Costa Mesa's rights by reason of failure of Contractor to comply with any of the warranties contained herein. Warranties herein expressed or implied shall be construed as consistent with each other and as cumulative and, where in conflict, the specifications of the City of Costa Mesa shall be paramount.
7. **Infringement:** SELLER shall indemnify and defend CITY, at SELLER'S expense, against all claims, demands, suits, liability and expense on account of alleged infringement of any patent, copyright or trademark, resulting from or arising in connection with the manufacture, sale, normal use or other normal disposition of any article or material furnished hereunder.
8. **Assignment:** Neither this order nor any claim against CITY arising directly or indirectly out of or in connection with this order shall be assignable by SELLER or by operation or law, nor shall SELLER subcontract any obligations hereunder, without CITY'S prior written consent.
9. **Default:** If SELLER or any subcontractor breaches any provision hereof, or becomes insolvent, enters bankruptcy, receivership or other like proceeding (voluntarily or involuntarily) or makes assignment for the benefit or creditors, CITY shall have the right, in addition to any other rights it may have hereunder or by law, to terminate this order by giving SELLER written notice whereupon (a) CITY shall be relieved of all further obligation hereunder, except to pay the reasonable value of SELLER'S prior performance, but not more than the contracted price, and (b) CITY may procure the articles or services from other sources and may deduct from unpaid balance due the vendor or may collect against the bond or surety, or may invoice the vendor for excess cost so paid. The price paid by CITY shall be considered prevailing market price at the time such purchase is made.
10. **Labor Disputes:** Whenever any actual or potential labor dispute delays or threatens to delay the timely performance of this order, SELLER shall immediately give written notice thereof to CITY.
11. **Nondiscrimination:** In the performance of the terms of any contract resulting from this order, SELLER agrees that they will not engage nor permit such subcontractors, where applicable as he may employ, from engaging in discrimination in employment of persons because of the race, color, sex, national origin or ancestry, disability or religion of such person.
12. **Termination:** The CITY reserves the right to terminate this contract without penalty and without cause after 30 days' written notice unless otherwise specified.
13. **Labor Code Section 1771.1 (A):** A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

WORK ORDER CONDITIONS

14. **Performance:** SELLER shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all labor, supervision, machinery, equipment, materials and supplies necessary therefor; shall obtain and maintain all building and other permits and licenses required by public authorities in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors. SELLER shall conduct all operations in SELLER'S own name and as independent contractor, and not in the name of, or as an agent for CITY.
15. **Indemnification:** The Contractor hereby agrees to defend at his own cost and to indemnify and hold harmless the City of Costa Mesa, its officers, agents and employees, from and against any and all liability, damages, costs, losses, claims and expenses, howsoever caused, resulting directly or indirectly from or connected with the performance of the contract (including but not limited to such liability, costs, damage, loss, claim, or expense arising from the death or injury to an agent or employee of the Contractor, subcontractor, or the City of Costa Mesa or loss of, damage to, or destruction of the property of Contractor, subcontractor, or of the City of Costa Mesa, or of any agent or employee of the Contractor, subcontractor, or of the City of Costa Mesa), except where such liability, damages, costs, losses, claims or expenses are caused solely by the negligent or wrongful acts of the City of Costa Mesa or any of its agents or employees other than negligent omission or commissions of the City of Costa Mesa, its agents or employees, in connection with the general supervision or direction of the work to be performed hereunder. The Contractor, in addition to the foregoing, specifically shall indemnify and save harmless the City of Costa Mesa, any and all of the City of Costa Mesa's officers, agents, and employees, from any liability by reason of California safe place statutes or similar provisions pertaining to the workplace or safety of materials or equipment supplied by the City of Costa Mesa or others at the direction of the City of Costa Mesa and used in the performance of the work hereunder.
16. **Insurance:** SELLER shall maintain in full force during the term of this contract the following insurances, in a form and with companies as approved by the CITY, with limits not less than those specified: (a) Worker's Compensation and Employer's Liability complying with any statutory requirements; (b) Commercial General Liability insurance including broad form property damage, products/completed operations and contractual liability coverage, with a \$1,000,000 combined single limit each occurrence; Endorsements to the Commercial General Liability insurance shall be obtained by contractor, adding the following three provisions; (1) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to the subject project and agreement." (2) Notice: "Said policy shall not terminate, nor shall it be cancelled nor the coverage reduced, until thirty (30) days after written notice is given to City." (3) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy." (c) Comprehensive Auto Liability (including the owned, non-owned and hired automobile hazards) with \$1,000,000 combined single limit each occurrence. If the CITY so desires, these limits may be increased or decreased.
17. **Bills and Liens:** SELLER shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. SELLER shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, SELLER shall promptly procure its release and indemnify CITY against all damages and expense incident thereto.
18. **Bonds:** If the CITY so desires, SELLER shall provide payment and performance bonds as required.
19. **Changes:** SELLER shall make no change in the work or perform any additional work without the CITY'S specific written approval.

MISCELLANEOUS CONDITIONS

20. All plants and materials must be free of pests and disease. If any are found, the material will be rejected and refused. Vendor will pick up at no cost to the CITY.
21. Vendor is required to provide a completed MSDS (Material Safety Data Sheet) for hazardous substances as required by Labor Code Sections 6390; General Industrial Safety Order, Section 5194; and Title 8, California Admins. Code. MSDS sheet for each specified item shall be sent to place of shipment, and a copy sent to the Purchasing Division.

DEFINITION

Whenever used herein, "CITY" shall mean, City of Costa Mesa, a political subdivision of the State of California.

(5146-22)

Costa Mesa Recreation Guide RFQ

1 BACKGROUND

The City of Costa Mesa is soliciting proposal for the publishing of its quarterly recreational activity brochure. Approximate months of publication are September, January, April and July. Publishing services shall include the following:

- Printing
- Pre-sorting and delivery to all Post Offices within Costa Mesa

The City of Costa Mesa has provided a recreational brochure to its residents for many years. The brochure is mailed quarterly to all 45,000 residential addresses within the City. Approximately 3,000 copies are retained by the City's Parks and Community Services Department for direct distribution.

The City recognizes that regular distribution of a complete listing of City sponsored recreational activities benefits the residents of the community. In order to reduce and/or eliminate the City's Cost of producing this brochure, solicitation of advertisements by an organization with experience in such activities is necessary and desirable. To further this goal, the City wishes to increase the amount of advertising contained in future brochures. Thus, the City of Costa Mesa has authorized this request for proposal.

The intent of this proposal is to establish a single printer and total price for the City of Costa Mesa Recreation Guide; that are printed and produced as informative documents for the City of Costa Mesa residents and businesses.

2 SCOPE OF WORK

The City shall provide digital files to the printer. The printer shall furnish all equipment, labor and materials necessary to print and deliver the City of Costa Mesa Recreation Guide of Classes and Activities within ten (10) working days from the receipt of artwork. The total price should include all reasonable and ordinary changes and corrections up to and including the pagination, printing proofs and courier wait/return services. Distribution includes acquiring a cast list from the U.S. Postal Service with carrier presort and delivery to City Hall and two (2) Post Offices in Costa Mesa.

NOTE: The enclosed sample, Costa Mesa Recreation Guide is a sample only and is representative of the minimum quality of the City of Costa Mesa expects of the finished brochure.

SPECIAL CONSIDERATION OF AWARD

Selection shall be based on price, quality, references, ability to meet specified deadlines, equipment used, and capability to produce publications that meet or exceed the quality of the provided sample of Costa Mesa Recreation Guide. Travel time and distance will also be considered in the award of this proposal. The selected contractor will be the one judged best able to provide the specified services within the stated lead time requirements at the most reasonable total cost to the City.

ADDITIONAL CONSIDERATION

A close working relationship must be maintained between the printer and the City's Parks & Community Services Department staff.

TURNAROUND TIME/DELIVERY

Time is of the essence to meet the promised delivery date. Delivery of finished product is critical and must be accomplished within ten (10) business days from the time artwork is picked up by the printer (Artwork delivered after 2:00 p.m. will be considered turned in the next business day).

3 VENDOR'S QUALIFICATIONS

In order to obtain the most qualified Vendor, the bidder shall submit the following:

- Company's experience in publishing business
- Number of employees with your company
- Three (3) current references for similar type of job per our RFQ
- Two (2) samples of previously completed materials similar to the type and style of the brochure specified in this request for quotation

4 TERMS AND CONDITIONS

Term of Agreement

This will begin with the Fall 2015 edition, and will be in effect for a period of 3 years with an optional reserve rights to renew or extend this agreement for 2 additional years with the same terms and conditions of the original period.

Termination

The agreement may be terminated by either party with at least ninety (90) days prior written notice.

Modifications

Any changes to the Costa Mesa Recreation Guide must be mutually agreed upon by the City and the Vendor with 90 day written notice.

5 CONTRACTOR SELECTION

Please be advised that there are minimum qualifications associated with this RFQ. Failure to meet these requirements shall give cause for proposal to be disqualified.

- Ability to meet quality and lead time requirements.
- Ownership of redundant equipment as set forth in the RFQ document.
- Ability to travel from the production site to the City of Costa Mesa within one (1) hour time frame.

Samples Required

You are required to submit at least two (2) samples of similar publications for the City's evaluation with your proposal, as well as a list of current and past clients for a reference examination. Photos must be reproduced at least as clear as in the included sample Costa Mesa Recreation Guide.

Proposal Instructions:

Submittal of one (1) original and two (2) unbound copies with the RFQ document.

6 SPECIFICATIONS

Frequency:	Quarterly: Summer, Spring, Fall, Winter
Brochure finished size:	Approximately 8 ¼ x 10 ¾ (11x 17 w/book trim) 44 page document including cover.
Quantity:	48,000 Printed copies 45,000 Bulk Mail City Wide Saturation mailing 3,000 Delivered back to City Hall
Pages:	9 x 11x 17 sheets = 40 inside pages 8 Sheets 11x 17 prints 2/2 Black + One Spot color 1 Inside center page calendar prints 4/4 full color glossy Inside pages print on 50# Book stock 2/2 (or Comparable)
Cover:	Cover prints 4/1 on 60#coated book gloss (Comparable) Cover prints full color on the outside black ink inside 4/1
Bindery:	Fold in half, Saddle Stitched and Book trim – landscape layout

Packaging: Tie in bundles of 50, turned at 25
(or current bulk mail saturation mail specifications)

Delivery: 45,000 Copies presorted and delivered to USPS, Sunflower Street, Santa Ana, Bulk Mail entry unit post office.
Additional 3000 delivered to City Hall.
Submit a copy of the postage statement form the bulk mail office.

<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
Printing price per quarter for 48,000 brochures	\$.2483	\$ 11,916.00
Mail Prep	\$.0129	\$ 582.00
Delivery – Shipping/Freight	\$.0042	\$ 200.00
Sales Tax	\$.01986	\$ 59.58
Total for 4 quarters	\$	\$ 51,030.32

Bidder acknowledges by signing below that bidder has read, understands, and agrees to the conditions contained herein and on all of the attachments and addenda.

TO THE CITY OF COSTA MESA:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Bids which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

San Dieguito Printers
Company Name

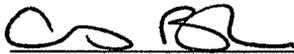
Name: Chris Baker

1880 Diamond Street
Address

Title: Sales Manager

San Marcos CA 92078
City State Zip

Phone: 760-803-0151


Signature of Person Authorized to Sign

Fax: 760-510-1553

Chris Baker
Printed Name

E-mail: chrisb@sd-print.com

Sales Manager
Title