



**REQUEST FOR PROPOSAL**

**FOR**

**REPROGRAPHICS SERVICES**



**Office of the CEO**

**CITY OF COSTA MESA**

**Released on December 22, 2001**

**REPROGRAPHICS**  
**REQUEST FOR PROPOSAL (RFP)**

Dear Proposers:

The City of Costa Mesa (hereinafter referred to as the “City”) is requesting proposals from a qualified public entity or private firm, to establish a contract for Reprographics Services. The term is expected to be for three (3) years with two (2) one-year options to renew. Longer initial and extended terms will be considered depending upon the Proposer’s submission regarding use of City facilities and equipment.

**1. BACKGROUND**

On March 1, 2011, the City Council agreed to move forward with a comprehensive review and analysis of outsourcing 18 City services, one of which is Reprographics Services, as outlined in the *Outsourcing of City Services Council Agenda Report*, dated February 24, 2011.

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with a General Fund budget of over \$94 million and a total of over \$107 million of fiscal year 2010-2011.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 116,479 and has a land area of 16.8 square miles. It is located in the southern coastal area of Orange County, California, and is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley and Irvine.

The City is a “full service city” and provides a wide range of services. These services include: police and fire protection; animal control; emergency medical aid; building safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; maintenance and improvement of streets and related structures; traffic safety maintenance and improvement; and full range of recreational and cultural programs.

The City of Costa Mesa is home of the Segerstrom Center for the Arts, Orange County Fairgrounds, South Coast Repertory Theater and the South Coast Plaza Shopping Center, which is the single largest commercial activity center in the City. The volume of sales generated by South Coast Plaza, secures its place as the highest volume regional shopping center in the nation.

**2. SCHEDULE OF EVENTS**

This request for proposal will be governed by the following schedule:

Release of RFP	December 22, 2011
Deadline for Written Questions	January 9, 2012
Responses to Questions Posted on Web	January 17, 2012

Proposals are Due	January 25, 2012
Interview (if held)	February 7, 2012
Approval of Contract	TBD

All dates are subject to change at the discretion of the City

### **3. SCOPE OF WORK**

The reprographic needs of the City are diverse and time sensitive. Some examples of documents requiring high volume copying include promotional flyers, billing and legal notices, City forms, Public Works bid packages, City Council agendas, staff reports, training materials, Planning Commission documents, and various public information materials including budget and financial documents. Copy jobs vary in quantity from a few dozen to a few thousand copies per job. The size and types of paper, document preparation and finishing requirements vary by document. Some requests may be submitted electronically to the printer, while others may be provided in hard copy on USB storage device or CD rom.

It is anticipated that bidders, in most cases, will offer pricing based on production at their own facility, therefore this request for bid requests net pricing for copies, with an option for the copy vendor to provide pickup and delivery services to City Hall or other City facilities.. Standard turn-around time is to be twenty-four (24) hours or less, with options for four (4) hour, and while-you-wait expedited services when required.

The City is also accepting bid proposals for in house document services. Interested bidders are invited to include in house print and copy services and the city will accept bids responses for the requested services to be provided utilizing the city's existing equipment. A list of equipment currently utilized by the city has been provided on Appendix G. If this is the case, please specify on the pricing schedule (Appendix D) that the figures indicated are for in- house facility management.'

Offset print projects typically will have a longer turnaround time. Most print projects need to be completed within three (3) business days depending on the complexity of the project. If any special services are involved, numbering, perforating or foil stamping for example the project may take longer, and therefore a five (5) day turnaround for more complex print projects is acceptable.

The following is a description of the current level of photocopying and other print shop services used by the City.

#### **PHOTOCOPY**

Approximately 150-200 requests for black and white copy jobs and 100-150 color copying jobs are currently processed monthly, during the hours of 8 AM to 5 PM, Monday through Friday. We also process between 50-75 requests for high speed scanning per month. There is no guaranteed or implied commitment that this volume of work will remain consistent, rather this is an example of the current workload.

The following table shows the number of black and white copies produced by the Copy Center for the previous four calendar years:

<b>2007</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>
2,400.000	1,900.000	1,450.000	1,110.000

The following table shows the number of color copies produced by the Copy Center for the previous four calendar years:

<b>2007</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>
190,000	213,000	145,500	182,500

The historical breakdown of photocopy requests is as follows:

- Paper Size: 85% Letter: 2% Legal: 13% 11x 17
- Paper weight: 80% 20lb bond: 10% Cover 5% Other
- Paper Color: 60% White: 20% Pastel: 20% Bright colors
- Typical number of originals per job: 40-100
- Typical number of copies per original: 35-50
- Jobs requiring collating, punching and/or stapling 70%
- Jobs requiring tabs inserted less than 10%
- Jobs requiring binding 60%
- Jobs submitted electronically 40%
- Average turnaround time requested Same day

The successful bidder will be required to provide all labor, equipment and materials necessary to copy and collate City documents such as those described above, on an as- needed, on-demand basis. In addition to copying the original documents, the following services may be required for these jobs:

- 3-hole punching
- Cutting

- Stapling
- Collating
- 2-sided copying
- Padding
- Folding
- Saddle stitching
- Binding (Spiral/Coil and Tape)
- Cleanup of Originals
- Consultation with City staff to optimize the cost of their project
- Scanning / Document imaging

#### **SCOPE OF SERVICES: PRINT SHOP**

Printing services are defined as those services which are normally a part of an in house print shop and may include but not be limited to the following services:

- Tabbings
- Inserting
- Laminating
- Cutting
- Drilling
- Scoring
- Numbering
- Offset Printing 1-4 spot colors
- Collating
- Saddle stitching
- Die cutting
- Perforating
- Mounting
- Folding

The City's print shop currently utilizes two offset printing presses, one single color press used primarily to produce envelopes, and another two color press that is used to produce carbonless forms and spot color work. See Appendix G for listing of current equipment owned by the City.

Print projects range from single color flyers to temporary oversize laminated banners to mounted full color posters, 2-color postcards, 4-color process letterhead, envelopes, and business cards, full color recruitment brochures, budget materials, carbonless forms, full color brochures for special events, 24 page periodical newsletters, and public information educational tri folded full color handouts.

The following table shows the number of impressions printed on offset presses in the print shop, for the previous four calendar years. Approximately 70% of the impressions are printed using black ink with the rest being single and multiple color inks:

<b>2007</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>
2,210.000	1,942.000	1,590.000	1,236.000

Print shop annually produces approximately:

- 25,000 : 4-color process City Letterhead
- 40,000 : Single color envelopes
- 25,000 : 2- color envelopes
- 20,000 : 4 color process Business Cards

Master 4-color shells are produced first, then specific dept information is added, on an as-needed basis. A large portion of the impressions are printed in black ink using carbonless forms. There is no guaranteed or implied commitment that this volume of work will remain consistent, rather it is an example of the current workload. Recycled paper is desirable but not mandatory as long as the price is competitive, the brightness is 92 or greater, and the overall quality of the printed product is acceptable. Successful bidders will be expected to adequately stock all printing and bindery materials commonly used by the City in order to ensure timely delivery of jobs to be produced on demand. Please refer to the sample job bid sheet on Attachment G and provide pricing information for the print projects listed.

See Appendix 1 for a spreadsheet of 2009 and 2010 Print Shop Requests. The print request logs provided are intended to provide frequency and volume of work performed by the print and graphics division staff. They are not intended to provide technical specifications for each individual project. They are provided to give an insight into the variety of services provided and volume of work produced.

See Appendix 2 for volume charts which indicate number of color copies produced from 2004-2010, Black & White copies produced from 2001-2010, Print shop impressions from 2001-2010 and a volume chart that combines all three, Black & white, Color and Print shop impressions in total.

Please note that while the volume charts show a steady decline in volume for copies and impressions produced, those declines have not resulted in a significant decline in the number of requests for service. Instead, the changing numbers are a result of improved technology and different applications with regard to the movement of information throughout the City and when communicating with the public. Scanning, online forms, web based applications, plotter printing and mounting, social media networking are some examples of the changes we have experienced to our menu of services which has offset the decline in number of actual copies or prints produced.

## **SCANNING**

The division has seen a significant increase in scan requests in the past year. In the 12 months preceding issuance of this RFP, staff has scanned over 50,000 sheets which are not reflected in the volume totals provided. Division staff (and any contract provider) would be expected to take over all scanning, other than oversize maps and plans in 2012. Scanning should be bid as a per sheet price or on an hourly basis or both.

## **ELECTRONIC SUBMISSION OF JOBS**

The City utilizes primarily windows based programs and would like the successful bidders to be able to receive files for copying in the following software formats: Microsoft Word, Excel, PowerPoint, Publisher and Visio; Adobe Photoshop, Illustrator and Acrobat, Corel Draw, CAD and GIS software, and plotting capabilities are also required.

## **OWNERSHIP OF DOCUMENTS**

All City documents stored at or reproduced by the vendor shall remain the property of the City, and shall be returned to the City upon request or upon conclusion of the contract term.

## **VENDOR QUALIFICATIONS**

Bidders must have adequate staffing, equipment and expertise to provide the types and quality of services required in the time frame requested. The City reserves the right to visit and inspect the bidder's facilities at a mutually agreed upon time to ascertain that the bidder has the necessary resources to provide the necessary services.

Bidders proposed location for the production of copies and print services should be within reasonable travel time of City Hall. In order to conserve the time of City staff, vendors are requested to offer the option of pickup and delivery services to City Hall. Travel time of City staff, and the cost of pickup and delivery will be a consideration in evaluating the bids received.

## **SPECIFICATIONS AND SERVICE PERFORMANCE STANDARDS**

1. Services to be provided Monday through Friday, 8 AM to 5 PM, except City Holidays
2. Turnaround time for printing or copying jobs must be 24 hours (1 business day) or less for all jobs, with some time-sensitive jobs requiring an immediate turn-around. Failure to provide promised delivery times may be cause for termination of the contract.
3. The successful bidder shall have the ability to receive, edit and enhance print jobs electronically from the City in formats such as MS Office and Adobe applications and make minor formatting changes and/or corrections before printing.
4. The successful bidder shall have the ability to offer pickup and delivery service to end users requiring it for free or for a fixed delivery fee.
5. All copies produced must be of commercially accepted quality, for instance: properly aligned, no fading or smearing, correct contrast and color, and packaged in a manner

- to protect the documents from damage in transit. Supplier mistakes or copies of unacceptable quality will be corrected immediately at no cost to the City of Costa Mesa.
6. The successful bidder will provide individual invoices for each job, showing sufficient detail to verify unit costs are in accordance with contract prices. Upon mutual agreement, invoices may be consolidated into monthly department billings and/or paid by credit card. Per City policy invoices are paid within 45 days of receipt of the invoice.
  7. In the event the customer requires a proof for their job, the proof is to be signed and authorized by City Of Costa Mesa personnel. The requirement for a proof may be dependent upon size of job and complexity of job to be determined by City personnel. If a proof is required, City personnel will indicate name and department of person responsible for proof.
  8. The successful bidder must have (or must obtain) a City of Costa Mesa business license, prior to the commencement of the contract.

#### **CITY'S RESPONSIBILITIES**

The City staff will provide all relevant job information on the vendor's job ticket forms, and provide the graphics and text (in hardcopy or electronic format) for their reprographic and print requests. City of Costa Mesa personnel may e-mail, fax or hand deliver any such forms unless the job is being picked up by the vendor, in which case the job ticket form will be included with the relevant materials to be picked up.

#### **4. PROPOSAL FORMAT GUIDELINES**

Interested entities or contractors are to provide the City of Costa Mesa with a thorough proposal using the following guidelines:

Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, and graphic exhibits. Each proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this RFP and possible contract, may be rejected. The following proposal sections are to be included in the Proposer's response:

- **Vendor Application Form and Cover Letter**

Complete Appendix A, “Request for Proposal-Vendor Application Form” and attach this form to the cover letter. A cover letter, not to exceed three pages in length, should summarize key elements of the proposal. An individual authorized to bind the consultant must sign the letter. The letter must stipulate that the proposal price will be valid for a period of at least 180 days. Indicate the address and telephone number of the contractor’s office located nearest to Costa Mesa, California and the office from which the project will be managed.

- **Background and Project Summary Section**

The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to Scope of Work of this RFP.

- **Methodology Section**

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:

1. An implementation plan that describes in detail (i) the methods, including controls by which your firm or entity manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
2. Detailed description of efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion, including a complete transition plan. Include your plan to deal with fluctuation in service needs and any associated price adjustments.
4. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.
5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities. In addition, the City will consider proposals that offer alternative service delivery means and methods for the services desired.
6. Firms, public entities and individuals wishing to be considered shall include in their submissions the steps they will, if selected, implement and adhere to for the

recruitment, hiring and retention of former employees of the City who have been or may be displaced due to layoff or outsourcing of functions and services formerly provided by the City.

7. Proposers are also requested to identify any City owned facilities or property which Proposer would propose to use or lease, purchase, or rent from the City in connection with the services to be performed, including information about the terms of any proposed lease, purchase or use of such equipment and facilities, and how this proposed structure affects the overall cost proposal to the City.
8. Proposers may propose to perform some or all of the services identified in this Request for Proposals. The City will consider partial proposals and may award contracts for some or all of the services identified and may award more than one contract. If your Proposal is for only some of the services identified, please clearly identify which services you propose to provide.

- **Staffing**

Provide a list of Lead Personnel who will be working on this project and indicate the functions that each will perform and anticipated hours of service of each individual.<sup>1</sup> Include a resume for each designated individual.

Upon award and during the contract period, if the contractor chooses to assign different personnel to the project, the Contractor must submit their names and qualifications including information listed above to the City for approval before they begin work.

- **Qualifications**

The information requested in this section should describe the qualifications of the firm or entity, key staff and sub-contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

Names of key staff that participated on named projects and their specific responsibilities with respect to this scope of work.

A summary of your firm's or entity's demonstrated capability, including length of time that your firm has provided the services being requested in this Request for Proposal.

---

<sup>1</sup> Hourly rates for the proposed personnel shall be set forth on Appendix D.

For private Proposers, provide at least three references that received similar services from your firm. The City of Costa Mesa reserves the right to contact any of the organizations or individuals listed. Information provided shall include:

- Client Name
- Project Description
- Project start and end dates
- Client project manager name, telephone number, and e-mail address.

Any public entity which submits a proposal should describe in detail how it currently performs services like those identified in the scope of work within its or other jurisdictions, including photographs, written policies and/or video of services provided. If you have performed these services under contract for another public entity, please provide references for those entities as set forth above for private Proposers.

Attached in Attachment 1 are sample job specifications for typical print shop/copy services. All proposers are required to provide hard copies of samples of each of the same type of print job as are included in Attachment 1.

- **Financial Capacity**

Provide the Proposer's latest audited financial statement or other pertinent information such as internal unaudited financial statements and financial references to allow the City to reasonably formulate a determination about the financial capacity of the Proposer. Describe any administrative proceedings, claims, lawsuits, or other exposures pending against the Proposer.

- **Fee Proposal**

All Proposers are required to use the form in Appendix D to be submitted with their proposal. Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated. Proposals shall be valid for a minimum of 180 days following submission.

- **Disclosure**

Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. *Any past or current business relationship may not necessarily disqualify the firm from consideration.*

- **Sample Agreement**

The firm selected by the City will be required to execute an Agreement for Services (Agreement) with the City. The form of the Agreement is enclosed as Appendix **B**, but may

be modified to suit the specific services and needs of the City. If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement. See Section 13, below.

- **Checklist of Forms to Accompany Proposal**

As a convenience to Proposers, following is a list of the forms, included as appendices to this RFP, which should be included with proposals

- (1) Vendor Application Form
- (2) Ex Parte Communications Certificate
- (2) Price Proposal Form
- (3) Disclosure of Government Positions
- (4) Disqualifications Questionnaire

## 5. **PROCESS FOR SUBMITTING PROPOSALS**

- **Content of Proposal**

The proposal must be submitted using the format as indicated in the proposal format guidelines.

- **Preparation of Proposal**

Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

- **Number of Proposals**

Submit one original, Five (5) hard copies plus one disk copy of your proposal in sufficient detail to allow for thorough evaluation and comparative analysis. In the event of a conflict between the original and any hard copy or disk copy, the original shall control.

- **Submission of Proposals**

*Complete written proposals must be submitted in sealed envelopes marked and received no later than 4:00 p.m. (P.S.T) on November 2, 2011 to the address below. Proposals will not be accepted after this deadline. Faxed or e-mailed proposals will not be accepted.*

Kimberly Hall Barlow

Jones & Mayer  
 Costa Mesa City Attorney's Office  
 3777 N. Harbor Blvd.  
 Fullerton, CA 92835  
 RE: Reprographics Services

- **Inquiries**

*Questions about this RFP must be directed in writing, via e-mail to:*

Richard Amadril, RFP Facilitator  
 rick.amadril@costamesaca.gov

The City reserves the right to amend or supplement this RFP prior to the proposal due date. All amendments, responses to questions received, and additional information will be posted to the Costa Mesa Procurement Registry, [Costa Mesa - Official City Web Site - Business - Bids & RFP's](#); Proposers should check this web page daily for new information. The City will endeavor to answer all written questions timely received no later than November 17, 2011. The City reserves the right not to answer all questions.

From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any proposal for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the City.

- **Conditions for Proposal Acceptance**

This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any proposal. All proposals will become the property of the City of Costa Mesa, USA. If any proprietary information is contained in the proposal, it should be clearly identified.

## **6. EVALUATION CRITERIA**

The City's evaluation and selection process will be conducted in accordance with Chapter V, Article 2 of the City's Municipal Code (Code). In accordance with the Code, the lowest responsible bidder will be determined based on evaluation of qualitative factors in addition to price. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub criteria that logically fit within a particular evaluation criteria may also be considered even if not specified below.

1. Qualifications of Entity and Key Personnel-----25%

Includes ability to provide the requested scope of services, the Proposer's financial capacity, recent experience conducting work of similar scope, complexity, and magnitude for other public agencies of similar size, references.

2. Approach to Providing the Requested Scope of Services-----10%

Includes an understanding of the RFP and of the project's scope of services, knowledge of applicable laws and regulations related to the scope of services.

3. Price Proposal-----50%

Price Proposals will be evaluated on the basis of the Total Estimated Annual Price submitted in Appendix D.

4. Innovative and/or creative approaches to providing the services that provide additional efficiencies or increased performance capabilities. ----15%

## 7. EVALUATION OF PROPOSALS AND SELECTION PROCESS

In accordance with its Municipal Code, the City will adhere to the following procedures in evaluating proposals. An Evaluation/Selection Committee (Committee), which may include members of the City's staff and possibly one or more outside experts, will screen and review all proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

### A. **Responsiveness Screening**

Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their proposals.

### B. **Initial Proposal Review**

The Committee will initially review and score all responsive written proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.

C. **Interviews, Reference Checks, Revised Proposals, Discussions**

Following the initial screening and review of proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, are tentatively scheduled for February 7, 2012 and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92626. This date is subject to change. The individual(s) from Proposer's firm or entity that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the proposal.

In addition to conducting an oral interview, the City may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award, or it may request Best and Final Offers from Proposers. The City may accept the proposal or negotiate the terms and conditions of the agreement with the highest ranked firm, which shall be determined to be the lowest responsible bidder. The City may recommend award without Best and Final Offers, so Proposers should include their best proposal with their initial submission.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

**8. PROTEST PROCEDURES**

Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the proposal procedure which are apparent or reasonably should have been discovered prior to receipt of proposals shall be filed in writing with the RFP Facilitator at least 10 calendar days prior to the deadline for receipt of proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or which could not reasonably have been discovered prior to submission date of the proposals, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the RFP Facilitator, within forty-eight hours from receipt of the notice from the City advising of staff's recommendation for

award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The RFP Facilitator will respond to the protest in writing at least three days prior to the meeting at which staff's recommendation to the City Council will be considered. Should Proposer decide to appeal the response of the RFP Facilitator, and pursue its protest at the Council meeting, it will notify the RFP Facilitator of its intention at least two days prior to the scheduled meeting.

## **9. CONFIDENTIALITY**

The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the proposals following the evaluation process at such time as a recommendation is made to the City Council.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire proposal as confidential nor designate its Price Proposal as confidential.

Submission of a proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

## **10. EX PARTE COMMUNICATIONS**

Proposers and Proposers' representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf. Proposers shall include the Ex Parte Communications form (Appendix C) with their proposals certifying that they have not had or directed prohibited communications as described in this section.

## **11. CONFLICT OF INTEREST**

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code sections 1090 et seq., or sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

## **12. DISCLOSURE OF GOVERNMENTAL POSITION**

In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached "Disclosure of Government Positions Form." (See Appendix F.)

## **13. CONDITIONS TO AGREEMENT, IF ANY.**

The selected Proposer will execute an Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as Appendix B to this RFP, which may be modified by City. All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement.

*The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist.* Submittal of a proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample Agreement for Services unless the Proposer includes with its proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement. In accordance with the Municipal Code, the City may consider the scope and number of conditions in evaluation proposals and determining the lowest responsible bidder.

#### **14. DISQUALIFICATION QUESTIONNAIRE**

Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation. See Appendix E.

#### **15. STANDARD TERMS AND CONDITIONS**

##### **Amendments**

The City reserves the right to amend or supplement this RFP prior to the proposal due date. All amendments and additional information will be posted to the Costa Mesa Procurement Registry, [Costa Mesa - Official City Web Site - Business - Bids & RFP's](#); Proposers should check this web page daily for new information.

##### **Cost for Preparing Proposal**

The cost for developing the proposal is the sole responsibility of the Proposer. All proposals submitted become the property of the City.

##### **Insurance Requirements**

City requires that licensees, lessees, and vendors have an *approved* Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Proposer must furnish the City with the Certificates of Insurance proving coverage as specified within Appendix B.

# APPENDIX A



## REQUEST FOR PROPOSAL

### *Reprographics Services*

### VENDOR APPLICATION FORM

TYPE OF APPLICANT:  NEW  CURRENT VENDOR

Legal Contractual Name of Corporation: \_\_\_\_\_

Contact Person for Agreement: \_\_\_\_\_

Corporate Mailing Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Person for Proposals: \_\_\_\_\_

Title: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Business Telephone: \_\_\_\_\_ Business Fax: \_\_\_\_\_

Is your business: (check one)

NON PROFIT CORPORATION  FOR PROFIT CORPORATION

Is your business: (check one)

CORPORATION  LIMITED LIABILITY PARTNERSHIP

INDIVIDUAL  SOLE PROPRIETORSHIP

PARTNERSHIP  UNINCORPORATED ASSOCIATION

**Names & Titles of Corporate Board Members**

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Federal Tax Identification Number: \_\_\_\_\_

City of Costa Mesa Business License Number: \_\_\_\_\_

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: \_\_\_\_\_

# APPENDIX B

## PROFESSIONAL SERVICES AGREEMENT

### CITY OF COSTA MESA

THIS AGREEMENT is made and entered into this \_\_ day of \_\_\_\_, 2011 (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and consultant, a California corporation (“Consultant”).

#### **WITNESSETH:**

- A. WHEREAS, City proposes to have Consultant \_\_\_\_\_ as described herein below; and
- B. WHEREAS, Consultant represents that it has that degree of specialized expertise necessary to practice and perform the services herein contemplated; and
- C. WHEREAS, City and Consultant desire to contract for specific services in connection with the project described below (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and
- D. WHEREAS, no official or employee of City has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

#### **1.0. SERVICES PROVIDED BY CONSULTANT**

1.1. Scope of Services. Consultant shall provide the professional services described in Consultant’s Proposal (the “Proposal”). A copy of said Proposal is attached hereto as Exhibit “A” and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. It is understood that in the exercise of every aspect of its role, within the scope of work, consultant will be representing the City, and all of its actions, communications, or other work, during its employment, under this contract is under the direction of the City. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant’s performance of this Agreement.

1.3. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including,

but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5 Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.6. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. [TBD]

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to City's affected supervisor for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultants' services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

### **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "D," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

### **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of three year, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. At the end of the term period, the City may determine, in its sole discretion, to exercise an option to renew the contract for up to two periods of one (1) year each. The City shall give notice to Consultant of its intention to exercise such option at least 30 days prior to expiration of the base, or option, term.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination.

4.4 Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, inmate intake reports and logs shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

## 5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving, subrogation rights under its workers' compensation insurance policy against the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The comprehensive general liability insurance policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to this subject project and contract with City."
- (b) 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."
- (c) 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."

5.3 If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance: Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-limiting: Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

## **6.0. GENERAL PROVISIONS**

6.1. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery,

facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Consultant  
 12345 Jefferson Rd.  
 Costa Mesa, CA 92626  
 Tel: 555-555-5555  
 Fax: 555-555-5555  
 Attn:

IF TO CITY:

City of Costa Mesa  
 77 Fair Drive  
 Costa Mesa, CA 92626  
 Tel: 714-754-5156  
 Fax: 714-754-5330  
 Attn: Purchasing

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "B" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees: In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law: This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment: Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this

Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless:

To the fullest extent permitted by law, the Consultant assumes liability for and shall save and protect, hold harmless, indemnify, and defend the City and its elected and appointed officials, officers, and employees (all the foregoing, hereinafter collectively, "Indemnitees") from and against all claims, suits, demands, damages, losses, expenses, and liabilities of any kind whatsoever (all the foregoing, hereinafter collectively "Claims") including, without limitation, attorneys' fees, arising out of, resulting from, relating to, or claimed to have arisen out of, resulted from or related to the engagement of Consultant or the performance of this Agreement by the Consultant (including its subcontractors and suppliers)

It is expressly intended by the parties that Consultant's indemnity and defense obligations shall apply, and Indemnitees shall be fully indemnified without offset, deduction or contribution, regardless of any negligence or other fault of Indemnitees, or any of them, and whether or not such Indemnitee negligence or other fault caused or contributed to the arising of the Claims.

"Claims" as used in this section shall include, without limitation, those for personal injuries, wrongful death, mental or emotional distress, loss of consortium, damage to or loss of use of real, personal or intangible property of any kind, loss of income, loss of earning capacity, and business, financial, commercial or pecuniary losses of any kind whatsoever, and attorneys fees, and costs and expenses of any kind whatsoever.

Consultant's indemnity and defense obligations shall cover the acts or omissions of any of Consultant's subcontractors, and suppliers, and the employees of any of the foregoing.

The Consultant's indemnity and defense obligation under this Section includes, without limitation, any claims, suits, demands, damages, losses, expenses, and liabilities arising from allegations of violations of any federal, State, or local law or regulation, and from allegations of violations of Consultant's or its subcontractor's personnel practices or from any allegation of an injury to an employee of the Consultant or subcontractor performing work or labor necessary to carry out the provisions of this Contract.

The indemnification obligations in this Section shall not be construed to negate, abridge or otherwise reduce any other obligation of indemnity the Consultant may have with respect to the City which may otherwise exist. If any judgment is rendered against the City or any of the other individuals enumerated above in any such action, the Consultant shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of this Agreement.

6.10. Independent Contractor: Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for

Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

6.11 PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Ownership of Documents: All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.13. Confidentiality: Any City materials to which the Consultant has access, information that reasonably might be construed as private or containing personal identifiable information, or materials prepared by the Consultant during the course of this Agreement (collectively referred to as "confidential information") shall be held in confidence by the Consultant, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the Consultant as necessary to accomplish the rendition of services set forth in this Agreement. Consultant shall not release any reports, information, private or promotional information or materials, whether deemed confidential or not, to any third party without the approval of the City.

6.14. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.15. Prohibited Employment: Consultant will not employ any regular employee of City while this Agreement is in effect.

6.16. Order of Precedence: In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of the Proposal, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the Proposal.

6.17. Costs: Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.18. No Third Party Beneficiary Rights: This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.19. Headings: Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.20. Construction: The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.21. Amendments: Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.22. Waiver: The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative

of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.23. Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.24. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.25. Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,

A municipal corporation

\_\_\_\_\_

Date: \_\_\_\_\_

City Manager of Costa Mesa

CONSULTANT

\_\_\_\_\_

Date: \_\_\_\_\_

Signature

\_\_\_\_\_

Name and Title

\_\_\_\_\_

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

\_\_\_\_\_

Date: \_\_\_\_\_

City Attorney

APPROVED AS TO INSURANCE:

\_\_\_\_\_

Date: \_\_\_\_\_

Risk Management

APPROVED AS TO CONTENT:

\_\_\_\_\_

Date: \_\_\_\_\_

Project Manager

**EXHIBIT A**

**CONSULTANT'S PROPOSAL**

**EXHIBIT B**

CITY COUNCIL POLICY 100-5

<b>SUBJECT</b>	<b>POLICY</b>	<b>EFFECTIVE</b>	<b>PAGE</b>
	<b>NUMBER</b>	<b>DATE</b>	
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

### BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

### PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

### POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
  - b. Establishing a Drug-Free Awareness Program to inform employees about:
    1. The dangers of drug abuse in the workplace;

<b>SUBJECT</b>	<b>POLICY</b>	<b>EFFECTIVE</b>	<b>PAGE</b>
	<b>NUMBER</b>	<b>DATE</b>	
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
  3. Any available drug counseling, rehabilitation and employee assistance programs; and
  4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- d. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
  2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- e. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- f. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
  2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;
  3. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.

SUBJECT	POLICY	EFFECTIVE	PAGE
	NUMBER	DATE	
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- g. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
    - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
    - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
    - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
  3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.

**EXHIBIT C**

**CERTIFICATES OF INSURANCE**

# APPENDIX C

**EX PARTE COMMUNICATIONS CERTIFICATION**

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning the Reprographics Services RFP at any time after November 2, 2011.

---

**OR**

I certify that Proposer or Proposer's representatives have communicated after November 2, 2011 with a City Councilmember concerning the Reprographics Services RFP. A copy of all such communications is attached to this form for public distribution.

---

# APPENDIX D

## Pricing Proposal Form

Item Num	SectionItem Code	Description	Unit of Measure	Quantity	Cost
1	8 1/2 X 11, Black Print NCR	2 part - one sided	EA	1	\$____
2	8 1/2 X 11, Black Print NCR	2 part - one sided	EA	500	\$____
3	8 1/2 X 11, Black Print NCR	2 part - one sided	EA	1000	\$____
4	8 1/2 X 11, Black Print NCR	2 part - one sided	EA	2500	\$____
5	8 1/2 X 11, Black Print NCR	2 part - two sided	EA	1	\$____
6	8 1/2 X 11, Black Print NCR	2 part - two sided	EA	500	\$____
7	8 1/2 X 11, Black Print NCR	2 part - two sided	EA	1000	\$____
8	8 1/2 X 11, Black Print NCR	2 part - two sided	EA	2500	\$____
9	8 1/2 X 11, Black Print NCR	3 part - one sided	EA	1	\$____
10	8 1/2 X 11, Black Print NCR	3 part - one sided	EA	500	\$____
11	8 1/2 X 11, Black Print NCR	3 part - one sided	EA	1000	\$____
12	8 1/2 X 11, Black Print NCR	3 part - one sided	EA	2500	\$____
13	8 1/2 X 11, Black Print NCR	3 part - two sided	EA	1	\$____
14	8 1/2 X 11, Black Print NCR	3 part - two sided	EA	500	\$____
15	8 1/2 X 11, Black Print NCR	3 part - two sided	EA	1000	\$____
16	8 1/2 X 11, Black Print NCR	3 part - two sided	EA	2500	\$____
17	8 1/2 X 11, Black Print NCR	4 part - one sided	EA	1	\$____
18	8 1/2 X 11, Black Print NCR	4 part - one sided	EA	500	\$____
19	8 1/2 X 11, Black Print NCR	4 part - one sided	EA	1000	\$____
20	8 1/2 X 11, Black Print NCR	4 part - one sided	EA	2500	\$____
21	8 1/2 X 11, Black Print NCR	4 part - two sided	EA	1	\$____
22	8 1/2 X 11, Black Print NCR	4 part - two sided	EA	500	\$____
23	8 1/2 X 11, Black Print NCR	4 part - two sided	EA	1000	\$____

24	8 1/2 X 11, Black Print NCR	4 part - two sided	EA	2500	\$_____
25	Card Stock - 4 Color - 100# size 8 1/2 x 11	1 sided - Uncoated	EA	1	\$_____
26	Card Stock - 4 Color - 100# size 8 1/2 x 11	1 sided - Uncoated	EA	500	\$_____
27	Card Stock - 4 Color - 100# size 8 1/2 x 11	1 sided - Uncoated	EA	1000	\$_____
28	Card Stock - 4 Color - 100# size 8 1/2 x 11	1 sided - Uncoated	EA	2500	\$_____
29	Card Stock - 4 Color - 100# size 8 1/2 x 11	2 sided - Uncoated	EjA	1	\$_____
30	Card Stock - 4 Color - 100# size 8 1/2 x 11	2 sided - Uncoated	EA	500	\$_____
31	Card Stock - 4 Color - 100# size 8 1/2 x 11	2 sided - Uncoated	EA	1000	\$_____
32	Card Stock - 4 Color - 100# size 8 1/2 x 11	2 sided - Uncoated	EA	2500	\$_____
33	Card Stock - 4 Color - 100# size 8 1/2 x 11	1 sided - Coated sheet	EA	1	\$_____
34	Card Stock - 4 Color - 100# size 8 1/2 x 11	1 sided - Coated sheet	EA	500	\$_____
35	Card Stock - 4 Color - 100# size 8 1/2 x 11	1 sided - Coated sheet	EA	1000	\$_____
36	Card Stock - 4 Color - 100# size 8 1/2 x 11	1 sided - Coated sheet	EA	2500	\$_____
37	Card Stock - 4 Color - 100# size 8 1/2 x 11	2 sided - Coated sheet	EA	1	\$_____
38	Card Stock - 4 Color - 100# size 8 1/2 x 11	2 sided - Coated sheet	EA	500	\$_____
39	Card Stock - 4 Color - 100# size 8 1/2 x 11	2 sided - Coated sheet	EA	1000	\$_____
40	Card Stock - 4 Color - 100# size 8 1/2 x 11	2 sided - Coated sheet	EA	2500	\$_____
41	Quick Copy, White, Black Print, Paper 20#	8 1/2 x 11 - 1 sided	EA	1	\$_____
42	Quick Copy, White, Black Print, Paper 20#	8 1/2 x 11 - 1 sided	EA	500	\$_____
43	Quick Copy, White, Black Print, Paper 20#	8 1/2 x 11 - 1 sided	EA	1000	\$_____
44	Quick Copy, White, Black Print, Paper 20#	8 1/2 x 11 - 1 sided	EA	2500	\$_____
45	Quick Copy, White, Black Print, Paper 20#	8 1/2 x 14 - 1 sided	EA	1	\$_____
46	Quick Copy, White, Black Print, Paper 20#	8 1/2 x 14 - 1 sided	EA	500	\$_____

47	Quick Copy, White, Black Print, Paper 20#	8 1/2 x 14 - 1 sided	EA	1000	\$____
48	Quick Copy, White, Black Print, Paper 20#	8 1/2 x 14 - 1 sided	EA	2500	\$____
49	Quick Copy, White, Black Print, Paper 20#	8 1/2 x 11 - 2 sided	EA	1	\$____
50	Quick Copy, White, Black Print, Paper 20#	8 1/2 x 11 - 2 sided	EA	500	\$____
51	Quick Copy, White, Black Print, Paper 20#	8 1/2 x 11 - 2 sided	EA	1000	\$____
52	Quick Copy, White, Black Print, Paper 20#	8 1/2 x 11 - 2 sided	EA	2500	\$____
53	Quick Copy, White, Black Print, Paper 20#	8 1/2 x 14 - 2 sided	EA	1	\$____
54	Quick Copy, White, Black Print, Paper 20#	8 1/2 x 14 - 2 sided	EA	500	\$____
55	Quick Copy, White, Black Print, Paper 20#	8 1/2 x 14 - 2 sided	EA	1000	\$____
56	Quick Copy, White, Black Print, Paper 20#	8 1/2 x 14 - 2 sided	EA	2500	\$____
57	Color Copies, 8 1/2 x 11	Plain Paper 24# - 1 sided	EA	1	\$____
58	Color Copies, 8 1/2 x 11	Plain Paper 24# - 1 sided	EA	500	\$____
59	Color Copies, 8 1/2 x 11	Plain Paper 24# - 1 sided	EA	1000	\$____
60	Color Copies, 8 1/2 x 11	Plain Paper 24# - 1 sided	EA	2500	\$____
61	Color Copies, 8 1/2 x 11	Gloss Paper 80# - 1 sided	EA	1	\$____
62	Color Copies, 8 1/2 x 11	Gloss Paper 80# - 1 sided	EA	500	\$____
63	Color Copies, 8 1/2 x 11	Gloss Paper 80# - 1 sided	EA	1000	\$____
64	Color Copies, 8 1/2 x 11	Gloss Paper 80# - 1 sided	EA	2500	\$____
65	Color Copies, 8 1/2 x 11	Plain Paper 24# - 2 sided	EA	1	\$____
66	Color Copies, 8 1/2 x 11	Plain Paper 24# - 2 sided	EA	500	\$____
67	Color Copies, 8 1/2 x 11	Plain Paper 24# - 2 sided	EA	1000	\$____
68	Color Copies, 8 1/2 x 11	Plain Paper 24# - 2 sided	EA	2500	\$____
69	Color Copies, 8 1/2 x 11	Gloss Paper 80# - 2 sided	EA	1	\$____
70	Color Copies, 8 1/2 x 11	Gloss Paper 80# - 2 sided	EA	500	\$____

71	Color Copies, 8 1/2 x 11	Gloss Paper 80# - 2 sided	EA	1000	\$____
72	Color Copies, 8 1/2 x 11	Gloss Paper 80# - 2 sided	EA	2500	\$____
73	Hourly Rates	Revise an existing document	Hourly 1		\$____
74	Hourly Rates	Design document from hand, draft copy	Hourly 1		\$____
75	Binding, 8 1/2 x 11	Coil	EA	500	\$____
76	Binding, 8 1/2 x 11	Coil	EA	2500	\$____
77	Binding, 8 1/2 x 11	Comb	EA	500	\$____
78	Binding, 8 1/2 x 11	Comb	EA	1000	\$____
79	Binding, 8 1/2 x 11	Comb	EA	2500	\$____
80	Binding, 8 1/2 x 11	Tape	EA	500	\$____
81	Binding, 8 1/2 x 11	Tape	EA	1000	\$____
82	Binding, 8 1/2 x 11	Coil	EA	1000	\$____
83	Binding, 8 1/2 x 11	Tape	EA	2500	\$____
84	Binding, 8 1/2 x 11	Wire	EA	500	\$____
85	Binding, 8 1/2 x 11	Wire	EA	1000	\$____
86	Binding, 8 1/2 x 11	Wire	EA	2500	\$____
87	Binding, 8 1/2 x 11	Velo	EA	500	\$____
88	Binding, 8 1/2 x 11	Velo	EA	1000	\$____
89	Binding, 8 1/2 x 11	Velo	EA	2500	\$____
90	Envelopes with Personalized Address, #10 Window Black Ink		EA	500	\$____
91	Envelopes with Personalized Address, #10 Window Black Ink		EA	1000	\$____
92	Envelopes with Personalized Address, #10 Window Black Ink		EA	2500	\$____

93	Envelopes with Personalized Address, #10 Window Blue Ink		EA	500	\$____
94	Envelopes with Personalized Address, #10 Window Blue Ink		EA	1000	\$____
95	Envelopes with Personalized Address, #10 Window Blue Ink		EA	2500	\$____
96	Folding	24# paper, single sheet, tri-fold	EA	500	\$____
97	Folding	24# paper, single sheet , tri-fold	EA	1000	\$____
98	Folding	24# paper, single sheet, tri-fold	EA	2500	\$____
99	Folding	80# paper, single sheet, tri-fold	EA	500	\$____
100	Folding	80# paper, single sheet, tri-fold	EA	1000	\$____
101	Folding	80# paper, single sheet, tri-fold	EA	2500	\$____
102	Inserting into Envelopes	Inserting	EA	500	\$____
103	Inserting into Envelopes	Inserting	EA	1000	\$____
104	Inserting into Envelopes	Inserting	EA	2500	\$____
105	Mailing Prep for Bulk Mailer	Preparation	EA	500	\$____
106	Mailing Prep for Bulk Mailer	Preparation	EA	1000	\$____
107	Mailing Prep for Bulk Mailer	Preparation	EA	2500	\$____
108	Door Hangers size 4.25 x 11	Black Ink	EA	1	\$____
109	Door Hangers size 4.25 x 11	Black Ink	EA	500	\$____
110	Door Hangers size 4.25 x 11	Black Ink	EA	1000	\$____
111	Door Hangers size 4.25 x 11	Black Ink	EA	2500	\$____
112	Door Hangers size 4.25 x 11	4 color EA	1	\$____	
113	Door Hangers size 4.25 x 11	4 color EA	500	\$____	

114	Door Hangers size 4.25 x 11	4 color EA	1000	\$_____
115	Door Hangers size 4.25 x 11	4 color EA	2500	\$_____
116	Map Copy, Black Ink, Paper 20#	24 x 36 size EA	1	\$_____
117	Map Copy, Black Ink, Paper 20#	36 x 40 size EA	1	\$_____
118	Map Copy, Black Ink, Paper 20# 1 \$_____	Laminate Mount on foam board 24 x36	EA	
119	Map Copy, Black Ink, Paper 20# 1 \$_____	Laminate and Mount on foam board 36x40	EA	
120	Freight /Transportation Charges	Freight Charges if applicable EA	1	\$_____

Total \$\_\_\_\_\_

### Pricing Schedule for Deliveries/Pick-Up

Cost to run scheduled delivery to/from Costa Mesa City Hall once per work day    Daily    charge  
(if any)

Cost to run scheduled delivery to/from Costa Mesa City Hall twice per work day    Daily    charge  
(if any)

Pick up or delivery to Costa Mesa City Hall on demand    One way trip/job

Pick up and delivery to Costa Mesa City Hall on demand    Round trip cost/job

Pick up or delivery to delivery to other city facilities (within CM city limits)    One way trip

Expediting charge for 4 hour delivery, if any    Per job

Expediting charge for 1 hour (or while you wait delivery), if any    Per job

Overtime costs to run jobs after regular hours (to be billed in 15 minute increments)    Per  
hour

Please attach additional pricelist for other services you may offer, such as wide format printing and plotting, blueprint reproductions, banners and posters, etc.

# APPENDIX E

## DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space.

# APPENDIX F

## DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

## Appendix G

---

### GRAPHICS, PRINT AND COPYING SERVICES EQUIPMENT LIST

---

The existing equipment utilized to perform these services is listed below for the information of bidders; however, it is not meant to imply that the same equipment must be utilized by an outside vendor.

- One (1) OCE VP2110 (Black and White copier/scanner only)
- One (1) OCE 3165 (Black and White Copier)
- One (1) Ricoh CM 3500 (Color Copier/Scanner)
- One (1) HP Design Jet 1050 (Color Plotter)
- One (1) AB Dick 375 (Single Color Offset print Press)
- One (1) AB Dick 9850 (Single Color w/T-head offset printing Press)
- One (1) Challenge Commercial Cutter
- One (1) Bourg Collator
- One (1) Martin Yale right angle folder
- Two (2) Laminators (one oversize plotter laminator and one roll laminator)
- One (1) Challenge 3 spindle drilling machine
- One (1) Bookbinding Die punch (spiral, wire bind)
- One (1) Tape bind machine (perfect bind)

Recycled paper is desirable (but not mandatory) as long as the price is competitive, the brightness is 92 or greater, and the overall quality of the printed product is acceptable. \*