

REQUEST FOR QUALIFICATIONS

For

**Printing Services to Produce the Recreation Guide, San Ramon
Performing Arts Season Brochure, City of San Ramon
Newsletter and Encore Newsletter**



CITY OF SAN RAMON
PARKS & COMMUNITY SERVICES DEPARTMENT

Issued: March 31, 2022

SOQ Deadline: April 28, 2022 at 3:00 p.m.

to

**City Clerk
San Ramon City Hall
7000 Bollinger Canyon Road
San Ramon, CA 94583**

Attn: City Clerk

**CITY OF SAN RAMON
REQUEST FOR QUALIFICATIONS**

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CITY OF SAN RAMON REQUEST FOR QUALIFICATIONS

The City of San Ramon (“**City**”) requests a statement of qualifications (“**SOQ**”) from qualified individuals or firms (individually, a “**Respondent**” and collectively, “**Respondents**”) for Printing Services to Produce the Recreation Guide, San Ramon Performing Arts Season Brochure, City of San Ramon Newsletter, and Encore Newsletter (“**Project**”).

1. ABOUT THE CITY

The City is a charter city located in Contra Costa County, with an estimated population of 79,000. Additional information about the City is available online at <http://www.sanramon.ca.gov/>.

2. THE SERVICES

A. Summary. The City requires printing services (“**Services**”) for production of the Recreation Guide, San Ramon Performing Arts Season Brochure, City of San Ramon Newsletter, and Encore Newsletter.

B. Form of Agreement. A copy of the City’s standard Professional Services Agreement (“**Agreement**”), is attached hereto as **Attachment A** and incorporated herein. By submitting an SOQ, the Respondent agrees to enter into the Agreement using the attached form with no exceptions to the form of the Agreement. The City is seeking proposals for an initial three-year term from July 1, 2022 – June 30, 2025 with an option to renew for two additional one-year terms.

C. Scope of Services. The required Scope of Services is attached hereto as **Attachment B** and incorporated herein. By submitting an SOQ, the Respondent represents that it is fully qualified and available to provide the Services as set forth in the Scope of Services, and that it agrees to provide those Services as specified if it is awarded the Agreement, which will attach and incorporate the Scope of Services.

3. REQUEST FOR QUALIFICATION PROCEDURES

A. Requests for Information. Questions or objections relating to the RFQ, the attachments hereto, the RFQ procedures, or the required Services may only be submitted via email to Mae Mlyniec, Administrative Analyst, at mmlyniec@sanramon.ca.gov by 5:00 p.m., April 21, 2022 (the “**Request for Information Deadline**”). Any questions or objections that are not submitted in

the manner specified and by the Request for Information Deadline will be deemed waived. City will not be bound by the oral representations of any City officials, employees, or representatives.

B. Pre-Submittal Meeting. A Pre-Submittal Meeting will not be held.

C. Submittal Instructions. SOQs must be **received** by the City by or before April 28, 2022 at 3:00 p.m. (“**SOQ Deadline**”). Respondent must submit one original and 2 identical copies of the SOQ in a sealed envelope labeled with Respondent’s name and return address, marked “SOQ for Printing Services to Produce the Recreation Guide, San Ramon Performing Arts Season Brochure, City of San Ramon Newsletter, and Encore Newsletter,” and addressed as follows:

City Clerk
City of San Ramon
7000 Bollinger Canyon Road
San Ramon, CA 94583

The SOQ may be hand-delivered, sent via overnight delivery, or by regular mail, provided that it is received by the City no later than the SOQ Deadline. Late submissions will be disregarded.

D. Planned RFQ Schedule. The following schedule is provided for planning purposes based on current information. However, all dates are subject to revision, including the SOQ Deadline, and may be amended by addenda to this RFQ:

| ACTIVITY | PLANNED DATES/TIME |
|-----------------------------------|----------------------------|
| RFQ Issued | March 31, 2022 |
| Request for Information Deadline | April 21, 2022 at 5:00p.m. |
| SOQ Deadline | April 28, 2022 at 3:00p.m. |
| Interviews (if requested by City) | Week of May 9, 2022 |
| Notice of Selection | May 16, 2022 |
| Council Approval and Award | May 24, 2022 |
| Commence Services | July 1, 2022 |

E. Addenda. City reserves the right to issue addenda to modify the terms and conditions of this SOQ, including modifications to the SOQ Deadline or to the Attachments to this SOQ. Addenda will be posted on the City’s website at [http://www.sanramon.ca.gov/our city/bids r f p](http://www.sanramon.ca.gov/our_city/bids_rfp). Each Respondent is solely responsible for checking the City’s website for addenda, and for reviewing any and all addenda before submitting its SOQ.

4. SOQ REQUIREMENTS

Each SOQ must be submitted in compliance with the requirements of this RFQ. Each SOQ must respond to the items listed below. *Clarity and brevity are preferable to volume.* SOQs should not exceed 10 one-sided pages, excluding any tabs or dividers. However, work samples and resumes may be included in an appendix and not counted in the total page count. By submitting an SOQ, the Respondent agrees that the pricing and proposed approach to providing the Services, including staffing, constitute a firm offer to enter into the Agreement with the City, and that the offer will remain open for 60 days following the SOQ Deadline.

A. Cover Letter. Provide a brief cover letter that includes all of the following information:

- (1) Respondent's name, address, phone number, and website address;
 - (2) type of organization (e.g. corporation, partnership, etc.);
 - (3) a summary of general information about Respondent and the types of services it provides in relation to the Services required by the City;
 - (4) contact information, including name, title, address, phone number, and email, of Respondent's primary representative for purposes of this RFQ;
- and

INCLUDE THE STATEMENTS BELOW:

- (5) Respondent agrees that it has confirmed receipt of or access to, and reviewed, all addenda issued for this RFQ. Respondent waives any claims it might have against the City based on its failure to receive, access, or review any addenda for any reason. Respondent specifically acknowledges receipt of the following addenda:

| Addendum: | Date Received: |
|-----------|----------------|
| # 01 | _____ |
| # 02 | _____ |

If no addendum has been issued, please omit this statement & section (5) from your Cover Letter, and

- (6) Respondent has read and understood the insurance requirements outlined in Attachment A, Section 19 and hereby affirms (1) the cost of providing such insurance has been incorporated in the Respondent's Proposal, and (2) Respondent will be able to obtain the required insurance coverage if awarded the contract.

The cover letter must be signed by a representative that is authorized to bind Respondent by contract and must state his or her name, title, and email address.

B. General Qualifications. Provide a brief description of the Respondent's business, including the number of years in business under the current name. Describe the size of the business, including total number of employees and offices, and identify and briefly describe each local office that will be involved in providing the Services if awarded the Agreement. Describe how and why Respondent is qualified to provide the Services.

C. Experience. Identify services Respondent has provided in the last five years that are similar in scope and nature to the Services required by this RFQ, particularly with respect to services provided to other cities or public agencies. For each example, provide (1) a brief description of the services provided, (2) an explanation of why this experience is relevant to the required Services, and (3) the name and address of the contracting agency, including contact information for a reference check (name, title, phone number, and email address).

D. Staffing. Identify by name and title Respondent's key personnel that will be assigned to provide the Services and for each, include a resume with his or her education, training, and experience. Identify by name, address, and website, each subconsultant or subcontractor, if any, that will be involved with providing the Services, including the proposed role for each such subconsultant or subcontractor. Include all applicable license numbers for any license required to perform the Services.

E. Price. Provide a detailed price proposal that is fully inclusive of all costs to provide the Services, including hourly billing rates, all labor, materials, equipment, supplies, the insurance required under the terms of the Agreement, travel fees, etc. Please include any escalator requirement for pay rate increases (e.g., inflation) over the contract period, starting at the beginning of the Agreement's first extension (year 4).

Please complete and submit the Pricing Response Sheet in Attachment C. Projects as outlined in the Scope of Service (Attachment B) may change quarterly or annually depending on the needs of the City and vary by the number of pages, paper type, or ink type for each publication.

F. Proposed Approach. Briefly describe Respondent's proposed approach to providing the Services and how that approach will offer value to the City.

G. Work Samples. Attach one paper sample for the cover paper of 70# Gloss Book Cover or Similar; and interior paper of 27.7# newsprint, 50#offset paper, and 35# 80 bright paper or similar. Please label each paper sample. In addition, include

up to six print samples of Recreation Guides, Brochures, and/or Newsletters similar in size, style, paper, and ink for reference.

5. EVALUATION

The factors that the City will consider in evaluating SOQs are as follows:

- General qualifications 1-15 points
- Relevant experience 1-15 points
- Proposed staffing 1-10 points
- Pricing 1-25 points
- Proposed approach 1-20 points
- Work Samples 1-15 points

6. SELECTION AND AWARD

A. Review. SOQs will be reviewed for responsiveness and evaluated and ranked based on the factors listed in Section 5, above. When the evaluation is complete, the SOQs will be ranked based on total scores to identify the SOQ that is the most advantageous to the City. Acting in its sole discretion, the City may elect to conduct interviews with shortlisted Respondents.

B. Award. The City will award the Agreement, if at all, to the Respondent that is determined by the City, acting in its sole discretion, to offer the most advantageous SOQ to the City based on the City's review, as outlined above. Multiple Respondents may be selected and assigned to complete specified printing options if that is most advantageous to the City. City staff will submit its recommendation to the City Council or the awarding officer, as applicable, for award of the Agreement to the Respondent that it determines to offer the most advantageous SOQ. The Respondents will be notified of staff's intended recommendation by a Notice of Selection which will be posted on the City's website at http://www.sanramon.ca.gov/our_city/bids_rfp, and which may also be emailed to each Respondent that submits an SOQ.

C. Protest Procedures. Any protest challenging the City's intended selection or the selection process must be submitted no later than 5:00 p.m., on the fifth business day following the date of the Notice of Selection. The protest must be submitted in writing via email to City Clerk at cityclerk@sanramon.ca.gov, copy to mmlyniec@sanramon.ca.gov and must clearly specify the basis for the protest. The protest will be reviewed by the Parks & Community Services Director in consultation with the City Attorney's Office, and their determination on the protest is final. No public hearing will be held on the protest. Time being of the essence, the City reserves the right to proceed

with award of the Agreement and commencement of the Services notwithstanding any pending protest or legal challenge.

7. MISCELLANEOUS

A. Disclaimers and Reservation of Rights. Upon receipt, each SOQ becomes the sole property of City and will not be returned to the Respondent. Each Respondent is solely responsible for the costs it incurs to prepare and submit its SOQ. The City reserves, in its sole discretion, the right to reject any and all SOQs, including the right to cancel or postpone the RFQ or the Services at any time, or to decline to award the Agreement to any of the Respondents. The City reserves the right to waive any immaterial irregularities in an SOQ or submission of an SOQ. The City reserves the right to reject any SOQ that is determined to contain false or misleading information, or material omissions.

B. Conflict of Interest. Respondents must disclose to the City any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to Respondent, any employees of Respondent, or any other person relative to the Services to be provided pursuant to this RFQ. This RFQ process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities. City employees are prohibited from participating in the selection process for this RFQ if they have any financial or business relationship with any Respondent.

C. Public Records. The City is subject to the provisions of the California Public Records Act (Govt. Code § 6250 et seq.) (the “**Act**”), and each SOQ submitted to the City is subject to disclosure as a public record, unless the SOQ or any portion thereof is exempt under the Act. If a Respondent believes that any portion of its SOQ is exempt from disclosure under the Act, it must clearly identify the portion(s) it believes to be exempt and identify the basis for the exemption. Each Respondent bears the burden of proving any claimed exemption under the Act, and by submitting an SOQ, a Respondent agrees to indemnify, defend, and hold harmless the City against any third party claim seeking disclosure of the SOQ or any portions thereof.

Attachments:

Attachment A – Form of Agreement
Attachment B – Scope of Services
Attachment C – Pricing Response Sheet

Attachment A – Form of Agreement

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF SAN RAMON AND
CONTRACTOR
FOR
PRINTING SERVICES TO PRODUCE THE RECREATION GUIDE, SAN RAMON
PERFORMING ARTS SEASON BROCHURE, CITY OF SAN RAMON NEWSLETTER,
AND ENCORE NEWSLETTER**

This is an Agreement between the City of San Ramon, a municipal corporation, (“CITY”) and (Contractor), (“CONTRACTOR”) together referred to as the “Parties.”

RECITALS

WHEREAS, CITY solicited Statement of Qualifications (“SOQ”) by Request for Qualifications (“RFQ”) for Printing Services to Produce the Recreation Guide, San Ramon Performing Arts Season Brochure, City of San Ramon Newsletter, Encore Newsletter; and

WHEREAS, after review of all SOQs submitted pursuant to said RFQ, CONTRACTOR’s Qualifications on the project was accepted by the CITY; and

WHEREAS, CONTRACTOR by reason of qualifications, experience and facilities for performing the type of services contemplated herein, is willing to provide the requested services; and

WHEREAS, the City Council has authorized the Mayor to enter into an agreement for DESCRIBE SERVICE by adopting Resolution No. 20XX-XX on DATE APPROVED BY CITY COUNCIL.

NOW, THEREFORE, in consideration of the mutual promises set forth, CITY and CONTRACTOR agree as follows:

- 1. Award of Agreement.** In response to the Request for Qualifications, Contractor has submitted a SOQ to perform the Work as set forth in the Request for Qualifications, Attachment B – Scope of Work, attached hereto as Exhibit B. On **May 24, 2022**, City authorized award of this Agreement to Contractor for the amount set forth in Section 6, below.
- 2. RFQ Documents.** The RFQ Documents incorporated into this Agreement include and are comprised of all of the documents listed below.

Sections

- | | |
|----------|---------------------------------------|
| 2 | The Services |
| 3 | Request for Qualifications Procedures |

Contractor: **VENDOR**
Agreement Amount: **Not-to-Exceed \$**
Project: *Printing Services to Produce the Recreation Guide, San Ramon Performing Arts Season Brochure, City of San Ramon Newsletter, and Encore Newsletter*
Project Manager: *Adam Chow, Recreation Supervisor*

- 4 SOQ Requirements
- 5 Evaluation
- 6 Selection and Award
- 7 Miscellaneous

3. **Scope of Service.** CONTRACTOR shall comply with specific standards or governmental requirements applicable to specific tasks hereunder or as may be necessary to enable CONTRACTOR to provide the services required hereunder.
4. **Modification of Agreement.** CITY may request changes to this Agreement including the Scope of Services to be performed by CONTRACTOR. Such requests shall be made in writing exclusively by CITY'S designated Project Manager, and shall describe in detail the proposed additions, deletions, or modifications. Such requests will include tabulation of costs, expenses, and time required to complete the requested work. CONTRACTOR shall have the length of time specified in the request to reply in writing to the request. Neither CITY'S request nor CONTRACTOR'S reply shall constitute a modification of this Agreement. Any modification shall be contained in a written amendment to the Agreement and will be effective only if signed by both parties. Execution of the amendment by CITY shall constitute authorization to proceed with the work identified therein.
5. **Time of Performance.** CONTRACTOR'S performance shall be completed by June 30, 2025. CONTRACTOR may commence work as of the date authorized by CITY'S Project Manager which date may be prior to execution of this Agreement.

However, CONTRACTOR is under no obligation to commence work hereunder prior to execution of this Agreement.

CITY shall have the option to renew this Agreement for not more than TWO (2) successive one (1) year terms, upon the same terms and conditions as provided in this Agreement. Any contract extension or amendment must be in writing and fully executed by both parties to take effect. Any requirement for pay rate increases (i.e., inflation, etc.) over the contract period is specified in the Pricing Response Sheet, attached hereto as Exhibit ____, and commences after the initial three-year agreement.

6. **Compensation.** CITY agrees to pay CONTRACTOR at the rates set forth in Exhibit A, and incorporated herein, in a sum not-to-exceed **SPELL OUT DOLLAR AMOUNT HERE (\$XX,XXX.XX)**. No compensation shall be made in excess of this amount. This amount includes any and all costs and reimbursable expenses as specified in Exhibit A.

Upon completion and acceptance of the deliverables CONTRACTOR shall submit an itemized invoice for the completed work showing applicable rates and charges as agreed to hereunder and the total amount due.

Attachment A – Form of Agreement

Contractor: **VENDOR**
Agreement Amount: **Not-to-Exceed \$**
Project: *Printing Services to Produce the Recreation Guide, San Ramon Performing Arts Season Brochure, City of San Ramon Newsletter, and Encore Newsletter*
Project Manager: *Adam Chow, Recreation Supervisor*

For subsequent contract amendments; any price change, of not more than the Consumer Price Index (CPI) for San Francisco – Oakland – San Jose areas, will be applied by the CITY when deemed feasible and appropriate.

7. Designated Representatives.

- a. CITY designates Recreation Supervisor, Adam Chow or his designee as its representative in all matters under this Agreement.
- b. CONTRACTOR designates **Contact Title**, **Contact Name** as its Project Manager for this Agreement. CONTRACTOR may designate a different Project Manager only with prior written authorization from CITY.

8. Cooperation of the City. CITY shall make available to CONTRACTOR all financial records and related information necessary for performance of CONTRACTOR'S work under this Agreement.

9. Independent Contractor. CONTRACTOR is an independent contractor, controlling the means and manner of work, and shall not for any purpose be deemed to be an employee, agent, or other representative of CITY. Services called for herein shall be deemed to be unique. CONTRACTOR shall not assign, sublet, transfer, or otherwise substitute its interest in this Agreement, or any of its obligations hereunder, without the prior written consent of CITY.

10. Out of State Business. If CONTRACTOR is an out of state business and does not have a local office within the State of California, CONTRACTOR shall provide to CITY a completed Withholding Exemption Certificate Form as required by the California Franchise Tax Board. If the out of state contractor fails to provide the required form, CITY shall withhold seven (7%) percent of the total payment amount and send the withholdings to the Franchise Tax Board, as required by State law.

11. Proprietary or Confidential Information. CONTRACTOR understands and agrees that, in the performance of the work under this Agreement or in contemplation thereof, CONTRACTOR may have access to private, proprietary or otherwise confidential information owned or controlled by CITY, the disclosure of which may be damaging to CITY or to third parties.

CONTRACTOR agrees that all confidential information disclosed to CONTRACTOR by CITY shall be held in confidence and used only in performance of this Agreement. CONTRACTOR shall exercise the same standard of care to protect such information, as a reasonably prudent businessperson would use to protect its own private, proprietary or confidential information.

12. Work Product. The work product of CONTRACTOR in performing this Agreement shall become the property of CITY.

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Project Manager: *Adam Chow, Recreation Supervisor*

13. Final Work Product. Final work products produced by CONTRACTOR shall be delivered per the Scope of Services.

14. Public Records. Contractor acknowledges that CITY is subject to the provisions of the California Public Records Act (Govt. Code § 6250 et seq.) (the “Act”); therefore, this Agreement and any writing prepared for or submitted to CITY, including but not limited to CONTRACTOR’S Proposal or Statement of Qualifications, is subject to disclosure as a public record, unless any portion thereof is exempt under the Act. If CONTRACTOR believes that any portion of a public record is exempt from disclosure under the Act, it must clearly identify the portion(s) it believes to be exempt and identify the basis for the exemption. CONTRACTOR bears the burden of proving any claimed exemption under the Act, and by signing this Agreement and initialing the acknowledgement below, CONTRACTOR agrees to indemnify, defend, and hold harmless CITY against any third party claim seeking disclosure of the public record or any portions thereof.

PLEASE INITIAL:

_____ CONTRACTOR has read and understands the Public Records Act requirements outlined above and hereby affirms that (1) CONTRACTOR bears the burden of proving any claimed exemption under the Act, and (2) CONTRACTOR agrees to indemnify, defend, and hold harmless CITY against any third party claim seeking disclosure of the public record or any portions thereof.

15. Financial Records of Contractor. CONTRACTOR shall maintain accounting records of funds received under this Agreement and full documentation of performance hereunder. CONTRACTOR shall permit CITY to have access to those records for the purpose of making an audit, examination, or review of financial and performance information relating to this Agreement. CONTRACTOR shall maintain such records for a minimum of four (4) years following payment by CITY for the last invoice for such services to be provided. When requested by CITY, CONTRACTOR shall make all such records available to CITY within fourteen (14) days of the request.

16. Conflict of Interest. CONTRACTOR shall comply with CITY Resolution No. 2020-017, Conflict of Interest Code, as amended from time to time, and will file all required disclosure statements.

17. Nondiscrimination. CONTRACTOR represents that it does not and agrees that it shall not discriminate against any employee or applicant for employment because of age, sex (including gender, gender identity, gender expression, transgender, pregnancy, and breastfeeding), religion, color, disability, genetic characteristics or information, race, national origin, ancestry, citizenship status, marital status, military or veteran status, medical condition, or sexual orientation (including homosexuality, bisexuality, or heterosexuality) or any other protected classification as defined and protected by law.

Contractor: **VENDOR**
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Project: *Printing Services to Produce the Recreation Guide, San Ramon Performing Arts Season Brochure, City of San Ramon Newsletter, and Encore Newsletter*
Project Manager: *Adam Chow, Recreation Supervisor*

18. Indemnification. CONTRACTOR agrees to defend, hold harmless, and indemnify CITY, its officers, agents and employees from and against any and all losses, liability, or damages arising out of, in consequence of, or resulting from the negligent or willful acts, or omissions of CONTRACTOR.

CONTRACTOR shall hold CITY harmless and defend any suit or other proceedings brought by CONTRACTOR'S employees, contractors, or agents, either against CONTRACTOR or CITY, for compensation and/or other benefits claimed as "common law" or "implied by law" employees of CITY.

19. Insurance. CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included on CONTRACTOR'S bid.

A. Required Insurance. CONTRACTOR shall maintain, at all times, during the term of this Agreement and at CONTRACTOR'S sole cost and expense:

- i. Comprehensive general liability (using Insurance Services Office form CG 00 01 or equivalent) in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be not less than two million dollars (\$2,000,000).
- iii. Automobile liability insurance using Insurance Services Office form number CA 0001, Code 1 (any auto) or equivalent with a limit no less than one million dollars (\$1,000,000). Such insurance policy shall contain the same provisions and endorsements as are required herein for comprehensive general liability insurance.
- iv. Workers' Compensation insurance and Employer's Liability insurance as required by the laws of the State of California. Said insurance policy shall provide that the insurer waives all rights of subrogation against CITY, its officers, agents, employees and volunteers for losses arising from work performed by CONSULTANT for CITY. Any notice of cancellation or non-renewal of Workers' Compensation policies must be received by CITY at least thirty (30) days prior to such change. CONSULTANT shall require each subcontractor to maintain Workers' Compensation insurance and Employer's Liability insurance in accordance with the laws of the State of California for all of the subcontractor's employees. This requirement may only be waived by CITY upon written verification that CONSULTANT is a

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Project Manager: *Adam Chow, Recreation Supervisor*

sole proprietor and does not and will not have employees during the term of this Agreement.

B. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- i. CITY, its officers, officials, employees, agents and volunteers are to be named as additional insured with respect to: Liability arising out of activities performed by or on behalf of CONTRACTOR; products and completed operations of CONTRACTOR; premise owned, occupied or used by CONTRACTOR; or automobile owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees, agents or volunteers. If CONTRACTOR submits the ACORD Insurance Certificate, the additional insured endorsements must be set forth on the ISO Form CG20 10 11 85 or both CG 20 10 and CG 20 37 forms.
- ii. For any claims related to this project, CONTRACTOR'S insurance coverage shall be primary insurance with respect to CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by CITY, its officers, officials, employees, agents or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it.
- iii. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CITY, its officers, officials, employees, agents or volunteers.
- iv. Afford coverage for all claims based on any act, omission, event or condition that occurred or arose (or the onset of which occurred or arose) during the term of this Agreement;
- v. Apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability (cross liability endorsement);
- vi. Expressly provide that CITY, although named as insured, shall nevertheless be entitled to recover under the policy for any loss, injury or damage to CITY and that the insurer waives all rights of subrogation against CITY, its officers, agents, employees and volunteers for losses arising from work performed by CONTRACTOR for CITY;
- vii. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced

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in coverage or in limits except after thirty (30) days prior written notice has been given to CITY.

- viii. Certificate Holder. The certificate holder shall include CITY and sent to the address as indicated in Section 22(Notices) of this Agreement.
- ix. Interpretation. All endorsements, certificates, forms, coverage and limits of liability referred to herein shall have the meaning given such terms by the Insurance Services Officer of the State of California as of the effective date of this Agreement.

C. Verification of Coverage. CONTRACTOR shall furnish CITY with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf.

D. Subcontractors. CONTRACTOR shall include all subcontractors as insured under its policies. All coverage for subcontractors shall be subject to all of the requirements stated herein.

E. Insurer's Qualifications. All insurance required under this section and all renewals of this agreement shall be issued by good and responsible companies admitted to do and doing business in the State of California and be rated in the "A" category by Best's Insurance Guide.

F. Excess Insurance. If CONTRACTOR maintains higher insurance limits than the minimums specified herein, CITY shall be entitled to coverage for the higher limits maintained by CONTRACTOR.

PLEASE INITIAL:

_____ CONTRACTOR has read and understands the insurance requirements outlined above and hereby affirms that (1) the cost of providing such insurance has been incorporated in CONTRACTOR's compensation, and (2) that CONTRACTOR has confirmed that CONTRACTOR will obtain the required insurance coverages upon execution of the Agreement.

20. Termination on Notice. CITY may terminate this Agreement immediately for cause or without cause upon giving thirty (30) calendar days written notice to CONTRACTOR. In the event of termination without cause, CITY shall pay all outstanding charges for services performed and approved by CITY as of the date of termination. Termination shall not extinguish any outstanding performance obligations under this Agreement, including but not limited to, making financial records available for review, return of any private or confidential information, warranties, or mutual indemnities.

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Project Manager: *Adam Chow, Recreation Supervisor*

21. Suspension of Performance. For the convenience of CITY or because of events beyond the control of CITY, CITY may give written notice to CONTRACTOR to suspend all work under this Agreement. If CONTRACTOR'S work is suspended for longer than a period of one hundred twenty (120) days, an adjustment to CONTRACTOR'S compensation may be made for increased costs, if any, and this Agreement shall be modified accordingly.

22. Invoices, Payments, and Notices. CONTRACTOR shall submit invoices, not more frequently than every two (2) weeks, for the services rendered during the preceding period. Invoices shall describe the beginning and end dates of the billing period, services performed including tasks summary, accounting of hours worked, reimbursable expenses incurred, and any other documentation as may be requested by CITY.

CITY shall make payments based on invoices received for work satisfactorily performed and for authorized reimbursable expenses incurred. CITY shall pay undisputed invoices in net thirty (30) days from receipt of the invoice.

If either party shall desire or is required to give notice to the other such notice shall be given in writing, via prepaid U.S. certified or registered postage, addressed to recipient as follows:

| | |
|--|---------------------------|
| To CITY: | To CONTRACTOR: |
| City of San Ramon | Contractor |
| Attn: City Clerk | Attn: Contact Name |
| | Contact Title |
| 7000 Bollinger Canyon Road | Address |
| San Ramon, CA 94583 | Address |
| cityclerk@sanramon.ca.gov | Email |

Changes to the above information shall be given to the other party in writing ten (10) business days before the change is effective.

23. Commencement, Completion and Closeout. Time is of the essence in the performance of this Agreement. Any time extension granted to CONTRACTOR must be in writing and shall not constitute a waiver of right CITY may have under the Agreement.

It shall be the responsibility of CONTRACTOR to coordinate and schedule the work to be performed so that commencement and completions take place in accordance with the provisions of the Agreement. Within thirty (30) days of completion CONTRACTOR shall submit to CITY a final billing to include all costs, charges, and claims in connection with the completed work. CITY shall not be required to pay for any work or claims not included on the aforementioned final billing.

24. Jurisdiction, Venue, and Governing Law. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this

Contractor: **VENDOR**
Agreement Amount: **Not-to-Exceed \$**
Project: *Printing Services to Produce the Recreation Guide, San Ramon Performing Arts
Season Brochure, City of San Ramon Newsletter, and Encore Newsletter*
Project Manager: *Adam Chow, Recreation Supervisor*

Agreement will be tried in a court of competent jurisdiction in the County of Contra Costa, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county. This Agreement shall be governed by the laws of the State of California.

25. Signatures and Counterparts. This Agreement may be entered into by the Parties by signing any one or more counterparts, all of which shall constitute one and the same instrument. It is understood and agreed that this Agreement shall become effective and binding when one or more counterparts have been executed by each party and delivered to each other party. Additionally, electronic, facsimile, and scanned signatures shall be binding the same as originals.

26. Entire Agreement of Parties. This Agreement supersedes any and all agreements, oral or written, between the parties with respect to the rendering of services by CONTRACTOR to CITY and contains all of the representations, covenants and agreements between the parties as to the rendering of those services. In the event of a conflict between the body of this Agreement and its Exhibit B, the terms of the body of this Agreement and Exhibit A shall govern.

Signatures intentionally omitted

Attachment B – Scope of Services

The purpose of this project is to provide printing services for the Recreation Guide, San Ramon Performing Arts Season Brochure, San Ramon Newsletter, and Encore Newsletter on a quarterly or annual basis.

This RFQ is seeking **SOQs** from interested **Respondents** who have the ability to provide all of the following services:

- 1) Produce four issues of the Recreation Guide on the following established timeframes:

| | <u>Camera Ready Copy to Printer</u> | <u>Printing Complete/ Delivered to Post Office*</u> |
|---------------------------|---|---|
| a) Fall 2022 (64 pages) | July 19, 2022 | August 1, 2022 |
| b) Winter 2023 (48 pages) | October 10, 2022 | October 24, 2022 |
| c) Spring 2023 (56 pages) | January 10, 2023 | January 23, 2023 |
| d) Summer 2023 (88 pages) | February 21, 2023 | March 6, 2023 |

*Turnaround time **must be guaranteed** no more than fourteen (14) days including proof, printing, bundling and delivery based on the above timelines. Contract agreement with selected vendor will stipulate penalty clause for late production and/or delivery.

*Further timelines for will be established on an annual basis.

- e) All pages will provide a high level or print quality, including color and photo saturation.
- f) Stitch and trim book sized approximately 8 ¼" x 10 ¾", saddle stitch.
- g) Paper: Cover: 70# Gloss Book Cover or Similar; Interior Paper: 27.7# newsprint or similar, 35# 80 bright paper or similar, or 50#offset paper or similar.
- h) Ink: Cover in Full Color (4CP); Interior in black (K), black and one color (1CP/K), or full color (4CP)
- i) Electronic file upload via website upload or ftp site.
- j) One hardcopy, full-color proof of entire book sent to 12501 Alcosta Blvd., San Ramon, CA 94583 during production process.
- k) Postal Route sort, approximately 33,000 per issue, delivered to the San Ramon Post Office 12935 Alcosta Blvd. Carton pack balance, approximately 3,000 per issue, delivered to the San Ramon Community Center, 12501 Alcosta Blvd.

- 2) Produce one annual issue of the San Ramon Performing Arts Season Brochure based on timeline to be provided.
 - a) All pages will provide a high level or print quality, including color and photo saturation.
 - b) 20-page booklet, trim book sized approximately 5 ½" x 8 ½", saddle stitch.
 - c) Paper: 70# Gloss Book Cover or similar
 - d) Ink: Full Color (4CP)
 - e) Electronic file upload via website upload or ftp site.
 - f) One hardcopy, full-color proof of entire book sent to 12501 Alcosta Blvd., San Ramon, CA 94583 during production process.
 - g) Postal Route sort, approximately 33,000 per issue, delivered to the San Ramon Post Office 12935 Alcosta Blvd. Carton pack balance, approximately 1,000 per issue, delivered to the San Ramon Community Center, 12501 Alcosta Blvd.

- 3) Produce four quarterly issues of the City of San Ramon Newsletter based on timelines to be provided.
 - a) All pages will provide a high level or print quality, including color and photo saturation.
 - b) 6-page brochure tri-fold sized approximately 8 ½" x 11" or 8-page booklet, saddle stitch and book sized approximately 8 ½" x 11" (size will depend on content)
 - c) Paper: 70# Gloss Book Cover or similar
 - d) Ink: Full Color (4CP)
 - e) Electronic file upload via website upload or ftp site.
 - f) Postal Route sort, approximately 33,000 per issue, delivered to the San Ramon Post Office 12935 Alcosta Blvd. Carton pack balance, approximately 300 per issue, delivered to the San Ramon City Hall 7000 Bollinger Canyon Road

- 4) Produce four quarterly issues of the Encore Newsletter based on timelines to be provided.
 - a) All pages will provide a high level or print quality, including color and photo saturation.
 - b) 12 or 16-page booklet sized 8 ½" x 11" with saddle stitch (size will depend on content)
 - c) Paper: 35# 80 bright paper or similar
 - d) Ink: Full Color (4CP)
 - e) Electronic file upload via website upload or ftp site.
 - f) Mailing of approximately 350 to mailing list provided, and balance of 150 or 650 delivered to the Alcosta Senior & Community Center, 9300 Alcosta Blvd., San Ramon, CA 94583

Attachment C – Pricing Response Sheet

The number of pages, paper type, and ink type may vary between issues. The pricing response charts below will provide pricing for different printing options based on the City’s needs. The City will select one option with the number of pages, paper type, ink type, and price for each printing. Please complete the pricing charts below and include with your response. Please include any requirement for pay rate increases (i.e., inflation, etc) over the contract period starting in year 4. The City reserves the right to select multiple vendors to print the various options outlined below if selecting multiple vendors would be most advantageous to the City.

- 1) **Recreation Guide** – Please provide accurate pricing numbers for printing one quarterly recreation guide based on the information below and the variables provided in the tables. The price should be for one quarterly printing.
- a. Stitch and trim book sized approximately 8 ¼” x 10 ¾” with a saddle stitch
 - b. Four page 70# Gloss Book Cover, or similar, in full color
 - c. Electronic file upload via website upload or ftp site
 - d. One hardcopy, full-color proof of entire book sent to 12501 Alcosta Blvd., San Ramon, CA 94583 during production process
 - e. Postal Route sort, approximately 33,000 per issue, delivered to the San Ramon Post Office 12935 Alcosta Blvd. Carton pack balance, approximately 3,000 per issue, delivered to the San Ramon Community Center, 12501 Alcosta Blvd, San Ramon, CA 94583
 - f. Number of pages, page type, and ink type are specified in the tables below.

| 48 Page Recreation Guide | | | |
|----------------------------------|----------------|-----------------------|----------------|
| | Black Ink Only | Black and 1 Color Ink | Full Color Ink |
| 27.7# newsprint or similar paper | \$ | \$ | \$ |
| 35# 80 bright paper | \$ | \$ | \$ |
| 50# offset or similar paper | \$ | \$ | \$ |
| Cost Escalator – Year 4 | | | |
| Cost Escalator – Year 5 | | | |
| 56 Page Recreation Guide | | | |
| | Black Ink Only | Black and 1 Color Ink | Full Color Ink |
| 27.7# newsprint or similar paper | \$ | \$ | \$ |
| 35# 80 bright paper | \$ | \$ | \$ |
| 50# offset or similar paper | \$ | \$ | \$ |
| Cost Escalator – Year 4 | | | |
| Cost Escalator – Year 5 | | | |

| 64 Page Recreation Guide | | | |
|----------------------------------|----------------|-----------------------|----------------|
| | Black Ink Only | Black and 1 Color Ink | Full Color Ink |
| 27.7# newsprint or similar paper | \$ | \$ | \$ |
| 35# 80 bright paper | \$ | \$ | \$ |
| 50# offset or similar paper | \$ | \$ | \$ |
| Cost Escalator – Year 4 | | | |
| Cost Escalator – Year 5 | | | |
| 72 Page Recreation Guide | | | |
| | Black Ink Only | Black and 1 Color Ink | Full Color Ink |
| 27.7# newsprint or similar paper | \$ | \$ | \$ |
| 35# 80 bright paper | \$ | \$ | \$ |
| 50# offset or similar paper | \$ | \$ | \$ |
| Cost Escalator – Year 4 | | | |
| Cost Escalator – Year 5 | | | |
| 80 Page Recreation Guide | | | |
| | Black Ink Only | Black and 1 Color Ink | Full Color Ink |
| 27.7# newsprint or similar paper | \$ | \$ | \$ |
| 35# 80 bright paper | \$ | \$ | \$ |
| 50# offset or similar paper | \$ | \$ | \$ |
| Cost Escalator – Year 4 | | | |
| Cost Escalator – Year 5 | | | |
| 88 Page Recreation Guide | | | |
| | Black Ink Only | Black and 1 Color Ink | Full Color Ink |
| 27.7# newsprint or similar paper | \$ | \$ | \$ |
| 35# 80 bright paper | \$ | \$ | \$ |
| 50# offset or similar paper | \$ | \$ | \$ |
| Cost Escalator – Year 4 | | | |
| Cost Escalator – Year 5 | | | |
| 96 Page Recreation Guide | | | |
| | Black Ink Only | Black and 1 Color Ink | Full Color Ink |
| 27.7# newsprint or similar paper | \$ | \$ | \$ |
| 35# 80 bright paper | \$ | \$ | \$ |
| 50# offset or similar paper | \$ | \$ | \$ |
| Cost Escalator – Year 4 | | | |
| Cost Escalator – Year 5 | | | |

Attachment C – Pricing Response Sheet

- 2) **Performing Arts Brochure** – Please provide accurate pricing for printing an annual brochure based on the information below for various page sizes as provided in the table.
- Trim book sized approximately 5 ½” x 8 ½” with saddle stitch
 - Paper: 70# Gloss Book Cover or similar
 - Ink: Full Color (4CP)
 - Electronic file upload via website upload or ftp site
 - Postal Route sort, approximately 33,000 per issue, delivered to the San Ramon Post Office 12935 Alcosta Blvd. Carton pack balance, approximately 1,000 per issue, delivered to the San Ramon Community Center, 12501 Alcosta Blvd., San Ramon, CA 94583

| Performing Arts Brochure | |
|--------------------------|----|
| 12 Pages | \$ |
| 16 Pages | \$ |
| 20 Pages | \$ |
| Cost Escalator – Year 4 | |
| Cost Escalator – Year 5 | |

- 3) **Quarterly City of San Ramon Newsletter** - Please provide accurate pricing numbers for printing a quarterly newsletter based on the information below for various page sizes as provided in the table. The price should be for one quarterly printing.
- 6-page brochure tri-fold sized approximately 8 ½” x 11” or 8-page booklet, saddle stitch and book sized approximately 8 ½” x 11” (size will depend on content)
 - Paper: 70# Gloss Book Cover or similar
 - Ink: Full Color (4CP)
 - Electronic file upload via website upload or ftp site.
 - Postal Route sort, approximately 33,000 per issue, delivered to the San Ramon Post Office 12935 Alcosta Blvd. Carton pack balance, approximately 300 per issue, delivered to the San Ramon City Hall, 7000 Bollinger Canyon Road, San Ramon, CA 94583

| Quarterly City of San Ramon Newsletter Pricing | |
|---|----|
| 6-page brochure tri-fold sized approximately 8 ½” x 11” | \$ |
| 8-page booklet, saddle stitch and book sized approximately 8 ½” x 11” | \$ |
| Cost Escalator – Year 4 | |
| Cost Escalator – Year 5 | |

- 4) **Encore Newsletter** - Please provide accurate pricing numbers for printing a quarterly newsletter based on the information below for various page sizes as provided in the table. The price should be for one quarterly printing.
- 12 or 16-page booklet sized 8 ½” x 11” with saddle stitch (size will depend on content)
 - Paper: 35# 80 bright paper or similar

Attachment C – Pricing Response Sheet

- c. Ink: Full Color (4CP)
- d. Electronic file upload via website upload or ftp site.
- e. Mailing of approximately 350 to mailing list provided, and balance of 150 or 650 delivered to the Alcosta Senior & Community Center, 9300 Alcosta Blvd., San Ramon, CA 94583

| Encore Newsletter Pricing | | |
|---|--|---|
| | 350 Mailed & 150 Delivered (500 Total) | 350 Mailed & 650 Delivered (1,000 Total) |
| 12-page booklet, saddle stich and book sized of 8 ½" x 11" | \$ | \$ |
| 16-page booklet, saddle stich and book sized of 8 ½" x 11" | \$ | \$ |
| Cost Escalator – Year 4 | | |
| Cost Escalator – Year 5 | | |